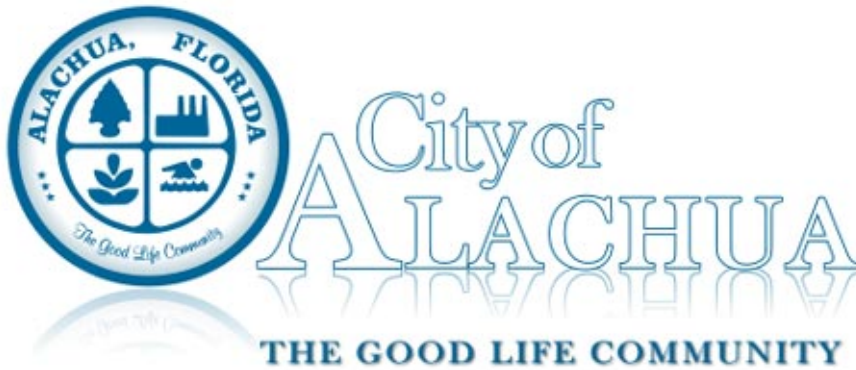




Regular City Commission Meeting Agenda July 26, 2021

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Adam Boukari
City Attorney Marian Rush

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

Meeting Date: July 26, 2021

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

CITY COMMISSION MEETING

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

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

**APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY
TITLE ONLY**

I. SPECIAL PRESENTATIONS

- A. Alachua Chamber of Commerce Logo and Branding Update

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

- A. North Central Florida Regional Planning Council (NCFRPC) Report
- B. Suwannee River Water Management District (SRWMD) Report

IV. PUBLIC HEARINGS AND ORDINANCES

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

- A. Red Oak Estates Lot 9 Final Plat: A request by Joe Montalto, Jr., P.E., of JMJ Consulting Engineering, LLC., applicant and agent for Kevin and Kelli Ross, property owners, for consideration of the replat of a ±5.01 acre subject property located in the Red Oak Estates subdivision. Tax Parcel No. 04013-009-000 (Quasi-Judicial Hearing)

V. AGENDA ITEMS

- A. Amendment to Subdividers Agreement for Briarwood Phase 1
- B. Power Purchase Agreements with GRU and FMPA
- C. Resolution 21-21 Establishing 5.3900 as the Proposed Millage Rate for Fiscal Year 2021-2022 which is 5.37% more than the Rolled-Back Rate of 5.1155; Setting September 13, 2021 as the date for the first Public Hearing; Authorizing and Directing the City Manager to Transmit this Information to the Alachua County Property Appraiser on the Department of Revenue (DOR) 420 forms; Providing an Effective Date.
- D. Resolution 21-20 TK Basin Preliminary Rate Resolution

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.)

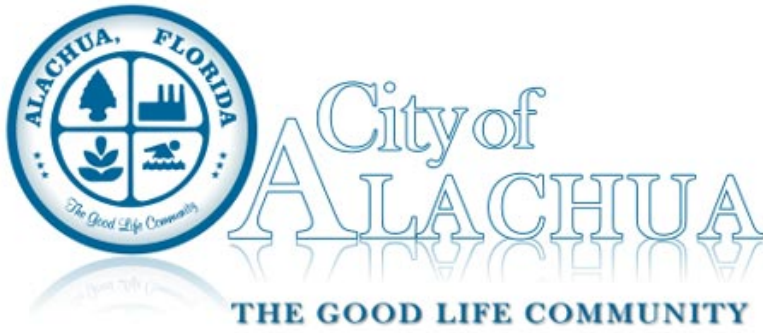
VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII.COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

CONSENT AGENDA ITEMS



Commission Agenda Item

MEETING DATE: 7/26/2021

SUBJECT: Alachua Chamber of Commerce Logo and Branding Update

PREPARED BY: Mike DaRoza, Assistant City Manager

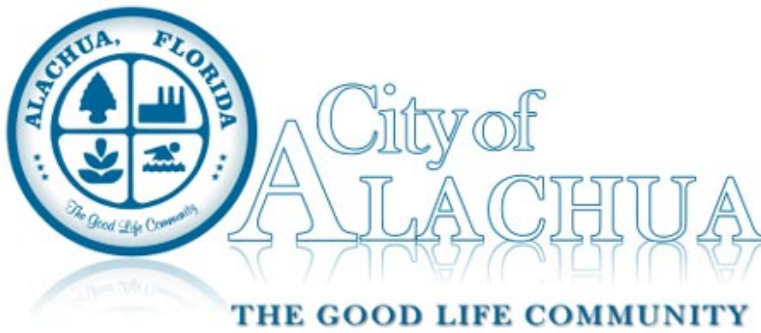
RECOMMENDED ACTION:

Receive the presentation.

Summary

Alachua Chamber of Commerce President Mitch Glaeser requested to offer a presentation to the City Commission regarding the updated Chamber logo and new branding strategy.

FINANCIAL IMPACT: No



Commission Agenda Item

MEETING DATE: 7/26/2021

SUBJECT: North Central Florida Regional Planning Council (NCFRPC) Report

PREPARED BY: Mike DaRoza, Assistant City Manager

RECOMMENDED ACTION:

Receive the report.

Summary

Commissioner Wilford serves as the City Commission liaison with the North Central Florida Regional Planning Council (NCFRPC). He provided the attached report of the June 24, 2021 meeting.

ATTACHMENTS:

Description

- ▢ North Central Florida Regional Planning Council (NCFRPC) Report

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC)
MEETING NOTES (UNOFFICIAL)

JUNE 24, 2021

ROBERT W. WILFORD, COMMISSIONER
(ALACHUA CITY COMMISSION DELEGATE TO NCFRPC)

ALACHUA CITY COMMISSION MEETING

JULY 26, 2021

NOTE: There are twelve (12) member Counties in NCFRPC: Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, and Union. In addition, there are fourteen (14) member Municipalities in NCFRPC: Alachua, Archer, Gainesville, Hawthorne, High Springs, Jasper, Lake Butler, Lake City, Live Oak, Madison, Newberry, Perry, Starke, and Waldo.

Call to Order. *Commissioner Thomas Demps, Taylor County Board of County Commissioners, Council Chair*, called the June 24, 2021, Council meeting to order at 7:00 p.m. The meeting was virtually conducted due to the COVID-19 pandemic.

Determining a Quorum. *Chair Demps* asked *Scott Koons, Council Executive Director*, to verify Council members who were virtually in attendance at the meeting to determine if a quorum had been achieved. After a roll call was conducted confirming a sufficient number of members were virtually present to hold a meeting, *Chair Demps* declared a quorum had been achieved in accordance with the provisions delineated in the Council's *Bylaws*.

Procedural Clarification Regarding Council and Public Participation in the Virtual Meeting. The procedures for Council members in making motions, seconds to motions, and other comments during the meeting remained the same. In addition, the procedures for guests in attendance desiring to make comments in addressing the Council also remained the same. These procedures have been articulated at a number of meetings over the past several years.

Invocation. *Chair Demps* delivered the invocation.

Pledge of Allegiance. Council members, Ex-officio members, and guests recited the *Pledge of Allegiance* to honor the United States of America.

Introduction of Ex-officio Members and Guests. *Chair Demps* recognized Ex-officio members and guests who were in attendance at the meeting.

Approval of Consent Agenda. The following consent agenda items were ***approved unanimously.***

- Minutes of the May 27, 2021, meeting.
- Monthly Financial Report for May 2021.

- Transportation Disadvantaged Local Coordinating Board Appointments.
- Transportation Disadvantaged Local Coordinating Board Reappointments.
- Transportation Disadvantaged Local Coordinating Board Chair Appointment for Columbia, Hamilton, and Suwannee Counties.

Approval of Regular Agenda. The regular agenda was ***approved unanimously.***

Guest Speakers. ***Stephen Hubbard, Advisory Board Member, and Alphecca Muttardy, Chief Economic Advisor, Coalition for a National Infrastructure Bank,*** made presentations regarding the methods and procedures state, county, and local municipal governments can acquire loans for the completion of infrastructure projects. The Coalition is involved in obtaining individuals to sign an open letter to Congress to legislate funding in the amount of \$5 trillion which is in line with President Biden's *Build Back Better* initiative. Reasoning and facts for the establishment of a *National Infrastructure Bank* outlined in the open letter include:

- There is a water main break every two minutes and an estimated six billion gallons of water lost each day which could fill over 9,000 swimming pools.
- Growing wear and tear on the nation's roads have left 43% of them in dire need of repair with this number remaining stagnant over the past several years.
- Currently 43% of all bridges are at least 50 years old and over 46% are considered structurally deficient and are in danger of collapsing.

It is predicted that the Bank will:

- Be capitalized with existing Treasury debt which will require no new federal spending or no new federal taxes to occur.
- Create 25 million new jobs, meet federally mandated *Davis-Bacon* prevailing wage requirements, and mandate a *Buy American* provision.
- Ensure the robust hiring of minority populations and disadvantaged business enterprises.
- Supercharge industries and small businesses alike.
- Address roads, bridges and transit issues, electric grid concerns to include cybersecurity projects, schools, dams, levees, waterways and ports, drinking water and wastewater systems, hazard and solid waste mitigation efforts, airports, rail, public parks and recreation facilities.

Chair Report. ***Chair Demps*** introduced three items for Council consideration:

- **Introduction of New Member.** ***Commissioner Desmon Duncan-Walker, City of Gainesville,*** was welcomed to the Council but was not in attendance.

- **Local Transportation Disadvantaged Local Coordinating Board(s) Resolutions of Appreciation.** As a token of appreciation for their service, the following individuals were recommended to receive a resolution of appreciation: ***Renate Cannon, Levy County Board, Shanetha Mitchell, Madison County Board, and Sherry Ruskowski, Bradford County Board.*** This motion was ***approved unanimously.***
- **Ratification of 2021-22 Committee Appointments.** Each program year, the ***Chair*** makes appointments to the various Council Committees (Executive, Clearinghouse, Finance, Nominating, Program, and Regional Planning) and to the *Florida Regional Councils Association (FRCA)*. These appointments are required to be approved by the Council. The Council ratified the aforementioned appointments by ***approving unanimously Chair Demps' appointments.*** **NOTE: Commissioner Wilford will serve on the Clearinghouse and Nominating (Vice Chair) Committees and as NCFRPC's representative to FRCA as its current Second Vice President.**

Executive Committee Report.

- **Resolution 2021-17 Concerning Legislation Creating a National Infrastructure Bank.** ***Chair Demps*** indicated this resolution supports the establishment of a *National Infrastructure Bank* which was discussed earlier in the meeting. This motion was ***approved unanimously.***

Clearinghouse Committee Report. ***Commissioner Fletcher Hope, City of Archer, Committee Chair,*** made the report and indicated the Committee reviewed an Alachua County Comprehensive Plan Adopted Amendment, Three City of Newberry Comprehensive Plan Draft Amendments, a City of Newberry Comprehensive Plan Adopted Amendment, and a Suwannee County Comprehensive Plan Adopted Amendment. The Committee recommended approving these six Adopted and Draft Amendments. This motion was ***approved unanimously.***

Finance Committee Report Regarding the Acceptance of the FY 19/20 Audit and Authorizing the Payment of the Auditor in the Amount of \$16,675. ***Commissioner Janice Mortimer, Committee Chair,*** made the report and indicated there were no material weaknesses identified in the audit. A motion was ***approved unanimously*** accepting the FY 19/20 audit and paying auditor fees in the amount of \$16,675.

Ex-officio Member and Other Entity Reports. As indicated below, reports were made by representatives from the following entities:

- **CareerSource North Central Florida (CSNCF).** No representative was in attendance.
- **Comprehensive Economic Development Strategy Committee (CEDSC).** No representative was in attendance.
- **Florida Department of Economic Opportunity (FDEO).** No representative was in attendance.
- **Florida Department of Environmental Protection (FDEP).** No representative was in attendance.
- **Florida Department of Transportation (FDOT).** No representative was in attendance.
- **Florida Fish and Wildlife Conservation Commission (FFWCC).** ***Daniel Penniman, Ecologist, Land Use Planning Biologist, North Central Region,*** made the report and indicated that Commission Staff were back in the Region's office in Lake City and can be reached by telephone at (888) 404-3922 or (386) 758-0525.

- **St. Johns River Water Management District (SJRWMD).** No representative was in attendance.
- **Southwest Florida Water Management District (SWFWMD).** No representative was in attendance.
- **Suwannee River Water Management District (SRWMD).** ***Ben Glass, Legislative and Government Affairs Chief,*** made the report and indicated funding proposals from municipalities are currently under review. ***Commissioner Wilford*** indicated that the next District meeting will be held at City Hall in Alachua on July 13, 2021, beginning at 9:00 a.m. and provisions for virtual attendance will be available as well as in person attendance.

Citizen Comments. There were no public comments.

Executive Director Report. ***Council Executive Director Koons*** made the report.

- **Florida Regional Councils Association (FRCA) Monthly Activity Report for May 2021.** This Association is the statewide organization comprised of ten (10) RPC's. The Association strengthens RPC's, partners with government and the business community to improve the consistency and quality of RPC's to ensure they add value to State, Regional, and Local initiatives. Recent and upcoming Council activities were reviewed.

Denise Imbler, FRCA Statewide Coordinator, advises and supports NCFRPC and the other RPC's around the State in fulfilling their individual missions in accordance with the following objectives:

- Ensure RPC's are effective organizations for Florida, its local governments, and the citizens they serve.
- Ensure RPC's are consensus builders and problem solvers in serving as conveners for their respective region by assisting in articulating multijurisdictional issues which need resolution.
- Encourage and promote opportunities for RPC's to become partners in State programs and initiatives while promoting the unique themes of each region within the State and Legislative environments.
- Monitor substantive State and Federal Legislative issues for the benefit of its members and promote mutually supportive policy positions among RPC's.
- Represent RPC's in national organizations such as the National Association of Regional Councils (NARC), National Association of Development Organizations (NADO), and Southeast Regional Directors Institute (SRDI).
- Foster relationships and partnerships and coordinate with State, Regional, and National associations and organizations and others regarding issues of mutual interest and concern.

The report for May included specific information regarding the distribution of COVID-19 response and recovery information and the work being accomplished with FDEO, Office of Broadband, and support and coordination of RPC participation in the development of regional broadband workshops. **NOTE: Commissioner Charles "Chuck" Chestnut, IV, Lorene Thomas (NCFRPC Gubernatorial Representative), and Commissioner Wilford serve on the FRCA Board of Directors and Commissioner Wilford is the Association's Second Vice President.**

- **Florida Chamber Foundation Scorecard.** The Florida Chamber Foundation developed the *Florida Scorecard* to provide objective criteria to develop a *20-Year Statewide Strategic Plan* which requires an ongoing commitment to measuring the State's current status toward accomplishing the stated goals of the *Six Pillars* which were established to measure trends and progress. The *Six Pillars* incorporate the strategic thinking of a diverse range of stakeholders including the Century Commission and others. The *Six Pillars* are:

- Talent Supply and Education.
- Innovation and Economic Development.
- Infrastructure and Growth Leadership.
- Business Climate and Competitiveness.
- Civic and Government Systems.
- Quality of Life and Places.

The *State of Florida Metrics Scorecard* report for May included the following information:

- Florida Population (21,831,795)
- Per Capita Income (\$52,426)
- Consumer Sentiment (81.6%)
- State Going in the Right Direction (56%)
- State Going in the Wrong Direction (33%)
- Probability of a Recession (21.9%)
- State Gross Domestic Product (\$1.12 Trillion) **(NOTE: Florida is ranked 4th in the nation)**
- Unemployment Rate (4.8%)
- Unemployed Persons (487,000)
- Unemployed Persons with a Disability (16.3%)
- Open Jobs (512,900)
- Poverty Rate (14.0%)
- Children in Poverty (20.1%)
- Homeless School Children (91,068)
- Kindergarten Readiness (57%)
- Third Grade Reading Scores (58%)
- Third Grade Math Scores (62%)
- Fourth Grade Ranking in Math **(NOTE: Florida is ranked 4th in the nation)**
- Fourth Grade Ranking in Reading **(NOTE: Florida is ranked 6th in the nation)**
- Eighth Grade Reading Scores (56%) **(Note: Florida is ranked 22nd in the nation)**
- Eighth Grade Math Scores (46%) **(NOTE: Florida is ranked 35th in the nation)**
- Eighth Grade Science Scores (48%)
- Children Receiving Free and Reduced Lunches (55.8%)
- Youth Obesity (14.0%)
- High School Graduation Rate (90.0%)
- High School Disability Graduation Rate (83.0%)
- Land in Conservation (28%)
- Voter Participation (77%)
- Volunteerism (22.8%) **(NOTE: Florida is last in the Nation)**
- Inmate Population (116,980)

- High Speed Communication (96.2%)

- **Florida Job Growth Fund.** Pursuant to *Section 288.101, Florida Statutes*, this fund is an economic development program designed to build on the State's success and economic prosperity. In its first year, FY 17/18, the fund provided \$85 million for public infrastructure and job training projects which support growth and employment in Florida's diverse industries.

On February 6, 2018, \$35 million in grant awards were announced for nine projects across the State. The awards included the following three projects in the North Central Florida Region:

City of Alachua (\$6,755,000) - Construction of the San Felasco Parkway and nearby utilities connecting a large bioscience cluster to shovel-ready site comprised of 280 acres.

Columbia County (\$3,135,600) - Construction of the North Florida Mega Industrial Park for a rail spur.

Suwannee County (\$3,125,000) - Provide water supply and fire protection to I-75 and C.R. 136 Interchange.

On March 6, 2018, an additional \$22.9 million in grant awards were announced for eleven projects across the state. The awards included the following project in the North Central Florida Region:

Big Bend Technical College in Taylor County (\$100,000) - Open a Diesel Mechanic Technician Program and a Diesel System Technical Program.

On May 20, 2021, the Florida Department of Economic Opportunity announced they are accepting economic development project proposals for more than \$74 million.

- **Financial Disclosure Report Filing.** Council members were reminded this financial disclosure must be filed by July 1, 2021.

Council Member Announcements. **Commissioner Wilford** offered congratulations to **Matt Surrency, Mayor of Hawthorne**, for recently receiving the *Home Rule Hero* award from the Florida League of Cities for his leadership efforts in advocating for Florida's Municipalities to retain the right to make decisions for elected officials closest to their constituents.

Next Meeting. **Chair Demps** announced the next meeting of the Council will be on July 22, 2021, and will be a virtual meeting.

Adjournment. **Chair Demps** adjourned the meeting at 8:02 p.m.

North Central Florida Regional Planning Council (NCFRPC) - Mission Statement

To improve the quality of life of the region's citizens by enhancing public safety, protecting regional resources, promoting economic development, and providing technical services to local governments.

NCFRPC - Mailing Address

North Central Florida Regional Planning Council, 2909 N.W. 67th Place, Gainesville, FL 32653

NCFRPC - Telephone, Facsimile, and Website Information

NCFRPC Staff - Telephone Extension and Email Contact Information

Scott Koons, AICP, Executive Director	<u>Extension</u> - 101	<u>Email</u> - koons@ncfrpc.org
Kevin D. Parish, Information Technology and Property Management Director	<u>Extension</u> - 133	<u>Email</u> - parrish@ncfrpc.org
Michael Escalante, Senior Planner, Transportation Planner	<u>Extension</u> - 114	<u>Email</u> - escalante@ncfrpc.org
Carmelita Franco, Planning Administrative Assistant, Local Government Comprehensive Planning	<u>Extension</u> - 125	<u>Email</u> - franco@ncfrpc.org
Lynn Franson-Godfrey, AICP, Senior Planner, Transportation Disadvantaged	<u>Extension</u> - 110	<u>Email</u> - godfrey@ncfrpc.org
Sandra Joseph, Senior Planner, Local Government Comprehensive Planning	<u>Extension</u> - 111	<u>Email</u> - joseph@ncfrpc.org
Tara Tucker, Executive Assistant to Executive Director	<u>Extension</u> - 100	<u>Email</u> - tucker@ncfrpc.org
Lauren Yeatter, AICP, Senior Planner, Geographic Information Systems Community Development, Economic Development and Regional Planning	<u>Extension</u> - 113	<u>Email</u> - yeatter@ncfrpc.org

Alachua County and Municipality Representation on NCFRPC - Contact Information**Alachua County Board of County Commissioners - Representation**

Mary Alford, Commissioner	<u>Email</u> - malford@alachuacounty.us
Charles Chestnut, IV, Commissioner	<u>Email</u> - cschestnut@alachuacounty.us
Marihelen Wheeler, Commissioner	<u>Email</u> - mwheeler@alachuacounty.us

City of Gainesville - Representation

David Arreola, Commissioner	<u>Email</u> - arreola@cityofgainesville.org
Desmon Duncan-Walker, Commissioner	<u>Email</u> - walkerdn@cityofgainesville.org
Reina Saco, Commissioner	<u>Email</u> - sacore@cityofgainesville.org

Cities of Alachua, Archer, Hawthorne, High Springs, Newberry, and Waldo - Representation

Robert W. Wilford, Commissioner, City of Alachua	<u>Email</u> - rwwexd1@cox.net
Fletcher Hope, Commissioner, City of Archer	<u>Email</u> - fhope@cityofarcher.com
Patricia Bouie Hutchinson, Commissioner, City of Hawthorne	<u>Email</u> - pbouie@cityofhawthorne.net
Linda Jones, Vice Mayor, City of High Springs	<u>Email</u> - ljones@highsprings.us
Mark Clark, Commissioner, City of Newberry	<u>Email</u> - Mark.Clark@ci.newberry.fl.us
Louie Davis, Mayor, City of Waldo	<u>Email</u> - louie45@gmail.com
Kristyn Adkins, Alternate, Non-Voting Delegate, City of High Springs	<u>Telephone</u> - (386) 454-1416

Commissioner Robert W. Wilford, City of Alachua, Representation on NCFRPC - Present and Past Positions

Council Chair and Immediate Past Chair
 Executive Committee - Chair, Immediate Past Chair, Secretary/Treasurer, and Member
 Finance Committee, Chair
 Program Committee, Chair

Regional Planning Committee, Member
Audit Committee, Chair
Clearinghouse Committee, Member
Nominating Committee, Chair and Vice Chair

**Commissioner Robert W. Wilford, City of Alachua, Florida Regional Councils Association (FRCA)
and North Central Florida Areawide Development Company (ADCO) - Present and Past Positons**

FRCA - Second Vice President and Member

ADCO - President, Vice Present, and Member

Florida Regional Councils Association - Mission Statement

To foster regional strategies, solutions, and partnerships to support economic growth and improve quality of life; to promote a standard of excellence in the delivery of regional planning council programs and technical professional assistance and expertise; and, to advocate the role of regional planning councils as the state's primary organizations to address problems which are of greater than local concern.

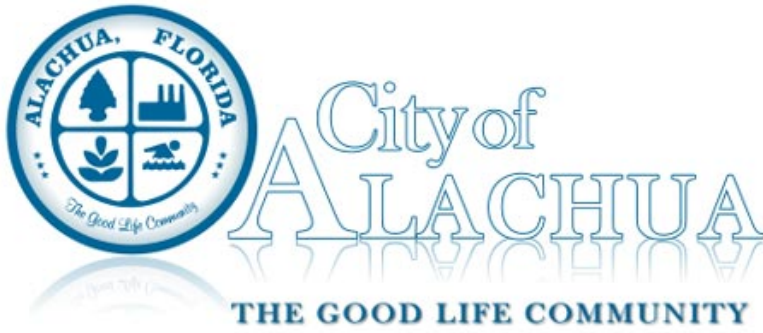
Membership Requirements - Regional Planning Councils (RPC's)

Membership on RPC's must consist of one-third of the total representatives being gubernatorial appointees with the remainder being member local government appointees. Two-thirds of RPC representatives must be locally-elected officials. A large variety of services are provided by RPC's to benefit its local governments in addition to coordinating regional planning and review activities. Services include: technical planning, grant and loan planning application preparation and submission, transportation planning, hazardous waste monitoring, emergency response planning, and economic development activities. There are ten (10) Regional Planning Councils (RPC's) in Florida which serve the State's sixty-seven (67) Counties. They are:

<u>Council</u>	<u>Number of Counties Served/Region</u>	<u>Headquarters</u>
Emerald Coast Regional Council (ECRC)	Number Served - 7 (Region 1)	Pensacola
Apalachee Regional Planning Council (ARPC)	Number Served - 9 (Region 2)	Tallahassee
North Central Florida Regional Planning Council (NCFRPC)	Number Served - 12 (Region 3)	Gainesville
Northeast Florida Regional Planning Council (NEFRPC)	Number Served - 7 (Region 4)	Jacksonville
East Central Florida Regional Planning Council (ECFRPC)	Number Served - 8 (Region 5)	Altamonte Springs
Central Florida Regional Planning Council (CFRPC)	Number Served - 5 (Region 6)	Bartow
Tampa Bay Regional Planning Council (TBRPC)	Number Served - 6 (Region 7)	Pinellas Park
Southwest Florida Regional Planning Council (SWFRPC)	Number Served - 6 (Region 8)	Fort Myers
Treasure Coast Regional Planning Council (TCRPC)	Number Served - 4 (Region 9)	Stuart
South Florida Regional Planning Council (SFRPC)	Number Served - 3 (Region 10)	Hollywood

***"The ultimate rulers of our democracy are not a President, Senators, Congressmen,
and Government Officials, but the voters of this country.***

Franklin Delano Roosevelt



Commission Agenda Item

MEETING DATE: 7/26/2021

SUBJECT: Suwannee River Water Management District (SRWMD) Report

PREPARED BY: Mike DaRoza, Assistant City Manager

RECOMMENDED ACTION:

Receive the report.

Summary

Commissioner Wilford serves as the City Commission delegate to the Suwannee River Water Management District (SRWMD). He provided the attached report of the July 13, 2021 meeting.

ATTACHMENTS:

Description

▣ SRWMD Report

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD)
MEETING NOTES (UNOFFICIAL)**

JULY 13, 2021

**ROBERT W. WILFORD, COMMISSIONER
(ALACHUA CITY COMMISSION DELEGATE TO SRWMD)**

ALACHUA CITY COMMISSION MEETING

JULY 26, 2021

NOTE (1): The Suwannee River Water Management District (SRWMD) encompasses all of Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Madison, Suwannee, Taylor, and Union Counties, and parts of Alachua, Baker, Bradford, Jefferson, Levy, and Putnam Counties.

NOTE (2): The July 13, 2021, SRWMD meeting was held at Alachua City Hall. Commissioner Wilford was on vacation out of state and virtually attended part of the meeting. Commissioner Dayna Miller, Alachua City Commission Alternate Delegate to SRWMD, attended part of the meeting in person.

Call to Order. *Virginia Johns (Alachua - At Large Member), Chair*, called the meeting to order at 9:00 a.m.

Roll Call. A roll call was taken and a quorum was achieved in accordance with District guidelines.

Amendments Recommended by Staff to the Agenda and Consent Items. *Chair Johns* briefed board members on these items.

Public Comment.

Six residents from the Turkey Creek Subdivision registered to speak with four residents making comments related to the recent flooding issues caused by *Tropical Storm Elsa* and other flooding issues in the past from the streams located in the subdivision. A staff member provided a recent history of the District's involvement with Turkey Creek Board Members and other residents regarding the aforementioned flooding issues. He stated:

- Several District staff toured the subdivision prior to today's meeting to view the damages which were caused by the recent tropical storm.
- Northwest Alachua County received up to seven inches of rain in the span of one day with the average rainfall throughout Alachua County being three inches. **NOTE: Chair Johns indicated the rain gauge at her residence registered six inches in one 24-hour period during the storm.**

- In 2019, District Staff met with several TCMOA Board Members and other residents to discuss ways to alleviate the subdivision's ongoing flooding issues.
- A District Engineer identified specific issues related to low water crossings and pointed out several blockage points which needed to be addressed.
- Many of the problems over the years have been caused because of the lack of permitting being required when Turkey Creek was originally developed in the late seventies and early eighties.
- While TCMOA cannot directly apply to the District for grants, the City of Alachua may do so as a possible solution to address the ongoing flooding issues in the subdivision.
- The City of Alachua and TCMOA need to meet and consider a plan of attack in addressing the optimal course of action to take in addressing the subdivision's ongoing flooding issues.
- The District is committed to expediting any requests for funding submitted by the City of Alachua in support of flood mitigation efforts by TCMOA and the City.

A resident spoke against pumping water from one water resource in North Central Florida to mitigate water issues in the Santa Fe River and provided detailed information the reason this is not a desired solution and will not work.

A resident spoke about legal issues regarding 75 acres of his land being taken by the District and asked for relief.

A staff member of *Alachua County Forever* thanked the District for their efforts and indicated that Alachua County will continue fostering a fruitful relationship with the District.

Special Presentations. Two teachers from Columbia County made presentations regarding environmental education which was provided to seventh grade students in one school and in a program for career adults sixteen years and older who dropped out of high school. Both programs proved to be highly successful in educating students regarding water resources preservation and environmental science protocols. The career adult group was involved in making repairs to a government building in Lake City and in various outdoor gardening and irrigation projects.

Staff Report.

- **Hydrologic Conditions Report.** It was indicated that as of June 21, 2021, river flows had been mostly normal with an average of one inch of rain throughout the District through May. However, river flows were higher in June due to an average of nine inches of rain in the District. Due to increased rain in June, and *Tropical Storm Elsa*, rainfall has been above normal in the past two months.

NOTE: ***Commissioner Wilford*** left the virtual meeting at this time. However, ***Commissioner Miller*** remained in attendance in person at the meeting. Items covered in the rest of the meeting were:

- Executive Director Performance Evaluation Committee Meeting and Workshop Minutes.
- Items of General Interest for Information/Cooperating Agencies and Organizations.

- Governing Board Legal Counsel Update on Legal Activities and Enforcement Status Report.
- Performance Evaluation Review of Executive Director and Contract Amendment.
- Land Acquisition and Disposition Activity Report.
- Bailey Brothers Conservation Easement Amendment (Dixie County).
- May 2021 Financial Report.
- Tentative FY 21/22 Millage and Budget Update.
- *Resolution 2021-03* - Release of FY 21/22 State Appropriations.
- Permitting Summary Report.
- Interagency Agreement with the St. Johns Water Management District to Transfer Water Use Permitting Responsibility of Melrose Water Association.
- Governing Board Directive 21-0005 - Educational Water Resources Grant Funding Program.
- Educational Water Resource Grant Funding Program Presentation.
- District Land Management and Twin Rivers State Forest Activity Summary.
- Big Shoal Tract and Bell Springs House Lease Agreement with the Florida Department of Environmental Protection.
- Management Plan Amendment for J. H. Anderson, Jr., Memorial Park - Rock Bluff Springs Tract.
- Contract with John A. Cruce, Inc., for the Holton Creek #4 Timber Sale.
- Discharge Measurements and Calculation of Daily Discharge Values of Streamflow for FY 21/22.
- Interagency Joint Funding Agreement with the U.S. Geological Survey for Stream Gaging Services for FY 21/22.
- Bradford/Starke Agriculture and Environmental Project Update.
- Minimum Flows and Minimum Water Levels Update.
- Scope of Work Amendment to Revise the Lake Hampton 2017 Minimum Flows and Minimum Water Levels Report.
- Task Force Assignment Amendment for Lakes Hampton, Santa Fe, and Alto Hydrologic Modeling Report Updates and Status Assessment Technical Memoranda.
- Water Supply Plan Update.
- Agricultural Water Use Monitoring Report.
- U.S. Department of Agriculture/Natural Resources Conservation Services Lower Suwannee River Cooperative Agreement.
- Memorandum of Agreement with the St. Johns Water Management District for Surface and Groundwater Chemistry Analysis for FY 21/22.
- Renewal of Task Work Assignment 19/20-041 with Wood Environmental and Infrastructure Solutions, Inc., for Water Quality and Biological Sampling.
- Governing Board Directive 21-0004 Regarding Delegation of Expenditures of Spending Authority for the Executive Director.
- Announcements.
- Governing Board Comments.
- Schedule of District Meetings, Workshops, and Events through September 27, 2021.

Suwannee River Water Management District (SRWMD) - Vision and Mission Statements and Strategic Goals

Vision

Uniting the region in stewardship and awareness using innovative, science-based solutions to protect and restore our water resources.

Mission

To protect and manage water resources using science-based solutions to support natural system and the needs of the public.

Strategic Goals. As part of its current strategic plan, the District identified five major areas in this document addressing environmental and operational issues in North Central Florida. They are: *Water Quality, Water Supply, Flood Protection, Natural Systems, and Mission Support.* Each area has specific goals with strategic initiatives promulgated to accomplish those goals. Following is a list of the five areas and goals for each area:

Water Quality

Goal: *Reduce Nitrate Levels to Achieve Water Quality Criteria*

Water Supply

Goal: *Sustainably Manage District Water Resources.*

Flood Protection

Goal 1: *Reduce and Mitigate Flood Risks.*

Goal 2: *Encourage Non-structural Flood Plan Management Approaches.*

Goal 3: *Prepare Communities for Sea Level Rise Impacts.*

Natural Systems

Goal 1: *Establish Minimum Flows and Minimum Water Levels for Priority Bodies.*

Goal 2: *Steward District Lands to Balance the Need of Natural Resources and People.*

Goal 3: *Preserve and Protect Water Resources.*

Goal 4: *Optimize Public Use of District Lands.*

Mission Support

Goal 1: *Reduce Risks through the Management of Information and Data.*

Goal 2: *Maintain Institutional Knowledge.*

Goal 3: *Strengthen Stakeholder Relationships and Partnerships.*

SRWMD - Mailing Address

Suwannee River Water Management District, 9225 County Road 49, Live Oak, FL 32060

SRWMD - Telephone, Facsimile, and Website Contact Information

Telephone: (386) 362-1001

Facsimile: (386) 362-1056

Website: www.mysuwanneeriver.com

SRWMD - Staff Telephone Extension and Email Contact Information

Hugh Thomas, Executive Director	Hugh.Thomas@srwmd.org	(386) 647-3114
Ben Glass, Legislative and Governmental Affairs Chief	Ben.Glass@srwmd.org	(386) 362-0433
Stephen Schroeder, Administration Chief	Stephen.Schroeder@srwmd.org	(386) 362-0445
Pamela Shaw, Chief Financial Officer	Pamela.Shaw@srwmd.org	(386) 647-3111
Sharon Hingson, Records and Contract Manager	Sharon.Hingson@srwmd.org	(386) 647-3117
Jon Wood, Chief Information Officer	Jon.Wood@srwmd.org	(386) 362.0416
Paul Buchanan, GIS Program Manager	Paul.Buchanan@srwmd.org	(386) 647-3137
Ashley Stefanik, ERP and Environmental Compliance Regulatory Office Chief	Ashley.Stefanik@srwmd.org	(386) 647-3123
David King, Water Use and Water Well Construction Regulatory Office Chief	David.King@srwmd.org	(386) 647-3150
Sean King, Minimum Flows and Minimum Water Levels Office Chief	Sean.King@srwmd.org	(386) 647-3164
Douglas Durden, Office of Water Supply Sr. Engineer Scientist	Douglas.Durden@srwmd.org	(386) 362-0447
Tara Rodgers, Hydro Data Chief	Tara.Rodgers@srwmd.org	(386) 647-3108
Bill McKinstry, Land Management Chief	William.McKinstry@srwmd.org	(386) 647-3136
Leroy Marshall, Agriculture and Environmental Projects Chief Professional Engineer	Leroy.Marshall@srwmd.org	(386) 6473124

SRWMD - Board Member Email Contact Information and Representation Area

Virginia Johns, Chair	Virginia.Johns@srwmd.org	Alachua (At Large)
Richard Schwab, Vice Chair	Richard.Schwab@srwmd.org	Perry (Coastal River Basin)

Charles Keith, Secretary/Treasurer
Dr. George Cole
William Lloyd

Charles.Keith@srwmd.org
George.Cole@srwmd.org
William.Lloyd@srwmd.org

Virginia Sanchez
Larry Sessions

Virginia.Sanchez@srwmd.org
Larry.Sessions@srwmd.org

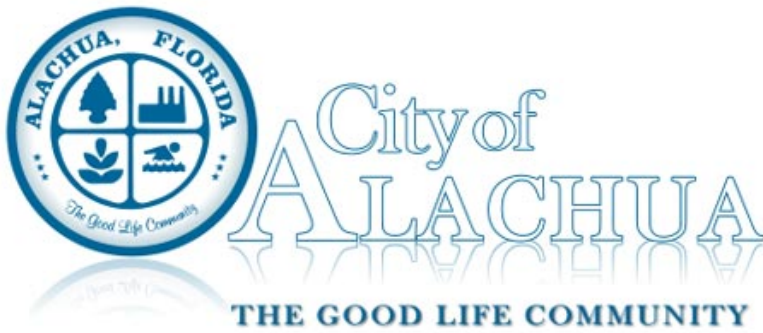
Harry Smith
Larry Thompson

Harry.Smith@srwmd.org
Larry.Thompson@srwmd.org

Lake City (At Large)
Monticello (Aucilla River Basin)
High Springs (Santa Fe and Waccasassa
River Basin)
Old Town (At Large)
Live Oak (Upper Suwannee River
Basin)
Lake City (At Large)
Bell (Lower Suwannee River Basin)

*"I don't want to protect the environment, I want to create a world
where the environment doesn't need protecting."*

Author Unknown



Commission Agenda Item

MEETING DATE: 7/26/2021

SUBJECT: Red Oak Estates Lot 9 Final Plat: A request by Joe Montalto, Jr., P.E., of JMJ Consulting Engineering, LLC., applicant and agent for Kevin and Kelli Ross, property owners, for consideration of the replat of a ±5.01 acre subject property located in the Red Oak Estates subdivision. Tax Parcel No. 04013-009-000 (Quasi-Judicial Hearing)

PREPARED BY: Adam Hall, AICP, Principal Planner

RECOMMENDED ACTION:

Based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Final Plat, subject to the two (2) conditions provided in Exhibit "A" and located on Page 12 of the July 13, 2021 Staff Report to the Planning and Zoning Board.

Summary

This application is a request by Joe Montalto, Jr. P.E., of JMJ Consulting Engineering, LLC, applicant and agent for Kevin and Kelli Ross, property owners, for the approval of a final plat (replat) of Lot 9 of Red Oak Estates. The stated purpose of the replat is to modify the drainage easement area on the plat to allow for a more suitable location of a single family residence and accessory structures. The lot lines are not being amended and building setback lines are not being reduced.

Section 2.4.10 (F)(1)(a) indicates that a minor subdivision shall constitute “(a)The subdivision of land into six or fewer lots, provided that:(i)No new streets, alleys, or other public ways are created;(ii)No changes are made to the existing rights-of-way of any streets, alleys or other public ways;(iii)No new utilities are required to serve the subdivided land;(iv)The division of land complies with the standards of Article 7, Subdivision Standards;(v)No flag lot is created; and(vi)The lots have direct access onto a public street that has been accepted for maintenance by the appropriate jurisdiction”. Section 2.4.10(F) (2) & (3) of the City’s Land Development Regulations (LDRs) establishes the procedures and requirements for a plat. An analysis of the application’s compliance with the applicable standards of this section has been provided within this report.

At the July 13, 2021 Planning and Zoning Board hearing, the Board voted 4-0 to forward the application to the City Commission with a recommendation to approve.

ATTACHMENTS:

Description

- ▢ Final Plat for PZB
- ▢ Staff Report and Staff Supporting Materials
- ▢ Application and Supporting Materials
- ▢ Public Notice Materials for 07/13/21 PZB Hearing
- ▢ Public Notice Materials for 07/26/21 CCOM Hearing

DRAINAGE EASEMENT ALTERATION PLANS FOR LOT 9 RED OAK ESTATES

OWNER/DESIGN TEAM

PROJECT OWNER

KELLI AND KEVIN ROSS
8831 SW 2ND LANE
GAINESVILLE, FLORIDA 32608

PROJECT ENGINEER

JOE MONTALTO, JR., P.E.
JMJ CONSULTING ENGINEERING, LLC
309 SE 7TH STREET
GAINESVILLE, FLORIDA 32601
(352) 494-6225
jmontalto@windstream.net
www.jmjengineering.com

PROJECT SURVEYOR

DAVID M. DEREN, PSM
DEREN LAND SURVEYING, LLC
4605 NW 6TH STREET
GAINESVILLE, FLORIDA 32609
(352) 331-0010
dave@derenlandsurveying.com
derenlandsurveying.com

PROJECT LOCATION



LOCATION MAP
SECTION 34, TOWNSHIP 08 S, RANGE 18 E
N.T.S.

DATE: 02/27/2021
REVISED: 04/19/2021
REVISED: 06/02/2021
REVISED: 07/01/2021



CONTRACTOR TO COMPLY WITH FS CHAPTER 556
(UNDERGROUND FACILITY DAMAGE PREVENTION
AND SAFETY ACT).

48 HOURS BEFORE DIGGING
CALL "SUNSHINESTATE ONE"
TOLL FREE
811
UNDERGROUND UTILITIES NOTIFICATION
CENTER OF FLORIDA

PRELIMINARY
NOT-FOR-CONSTRUCTION

DRAINAGE SWALE RELOCATIOIN PLAN INDEX	
JOE MONTALTO, JR. CONSULTING ENGINEERING, LLC DARIA JMJ CONSULTING ENGINEERING 309 SE 7TH STREET GAINESVILLE, FL 32601 CERTIFICATE OF AUTHORIZATION: 00009907 JOSEPH MONTALTO, JR., PE NO. 34315 THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61015-23.004, F.A.C.	
SHEET NO.	SHEET TITLE
C-1 C-2 C-3	COVER SHEET COMPENSATING STORAGE EXISTING FLOODPLAIN IMPACTS COMPENSATING STORAGE GRADING PLAN
OTHER DESIGN TEAM MEMBER'S SHEETS INCLUDED IN THIS SET	
SHEET NO.	SHEET TITLE
S-1 P-1	BOUNDARY, TOPOGRAPHIC AND TREE SURVEY PRELIMINARY PLAT

309 SE 7th Street, Gainesville, Florida 32601
Phone No. (352) 494-6225 Fax No. (352) 338-0303

JMJ CONSULTANT ENGINEER, LLC

DRAWN BY:	JMJ
CHECKED BY:	JMJ
FILE:	2020.19

COVER SHEET

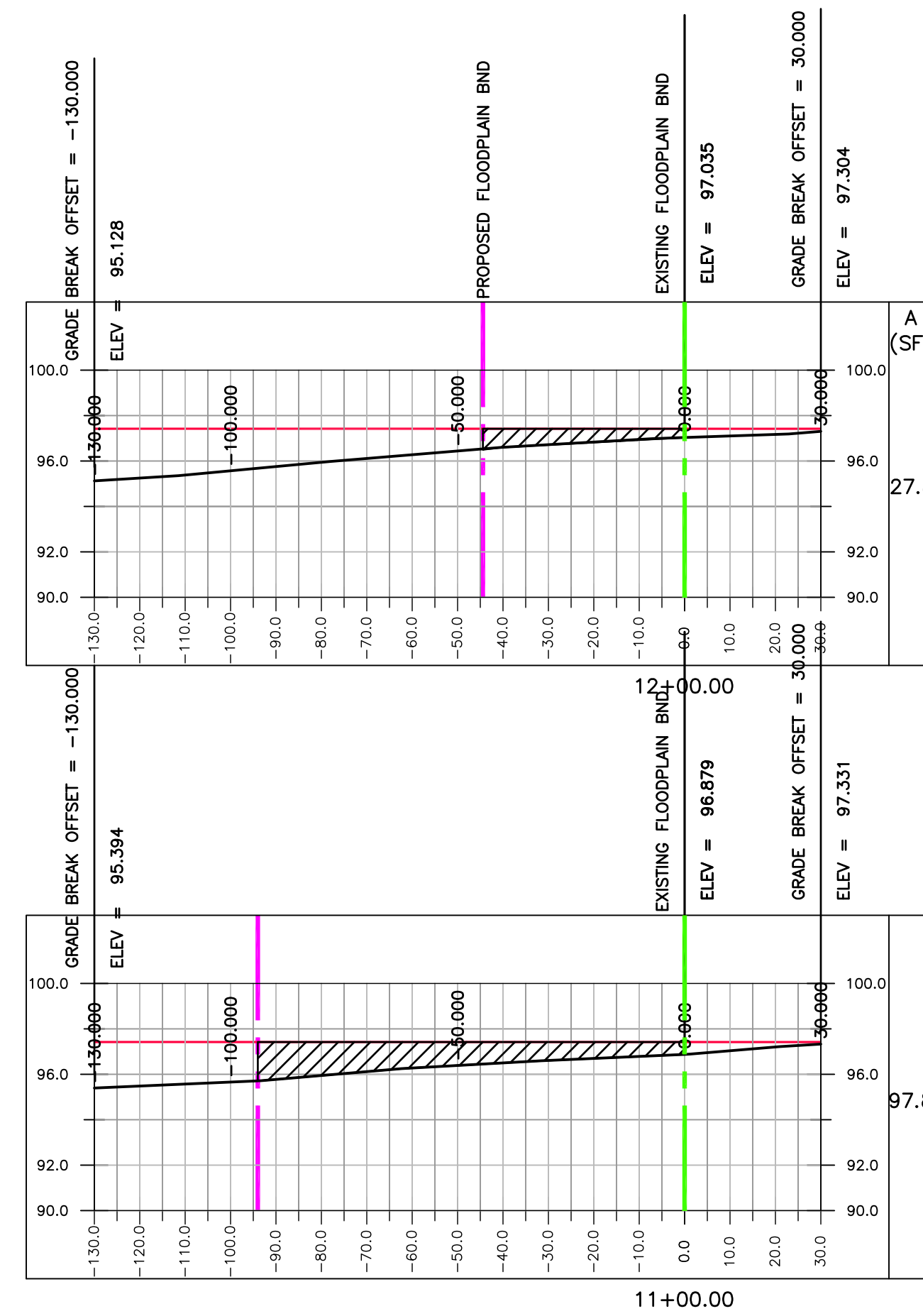
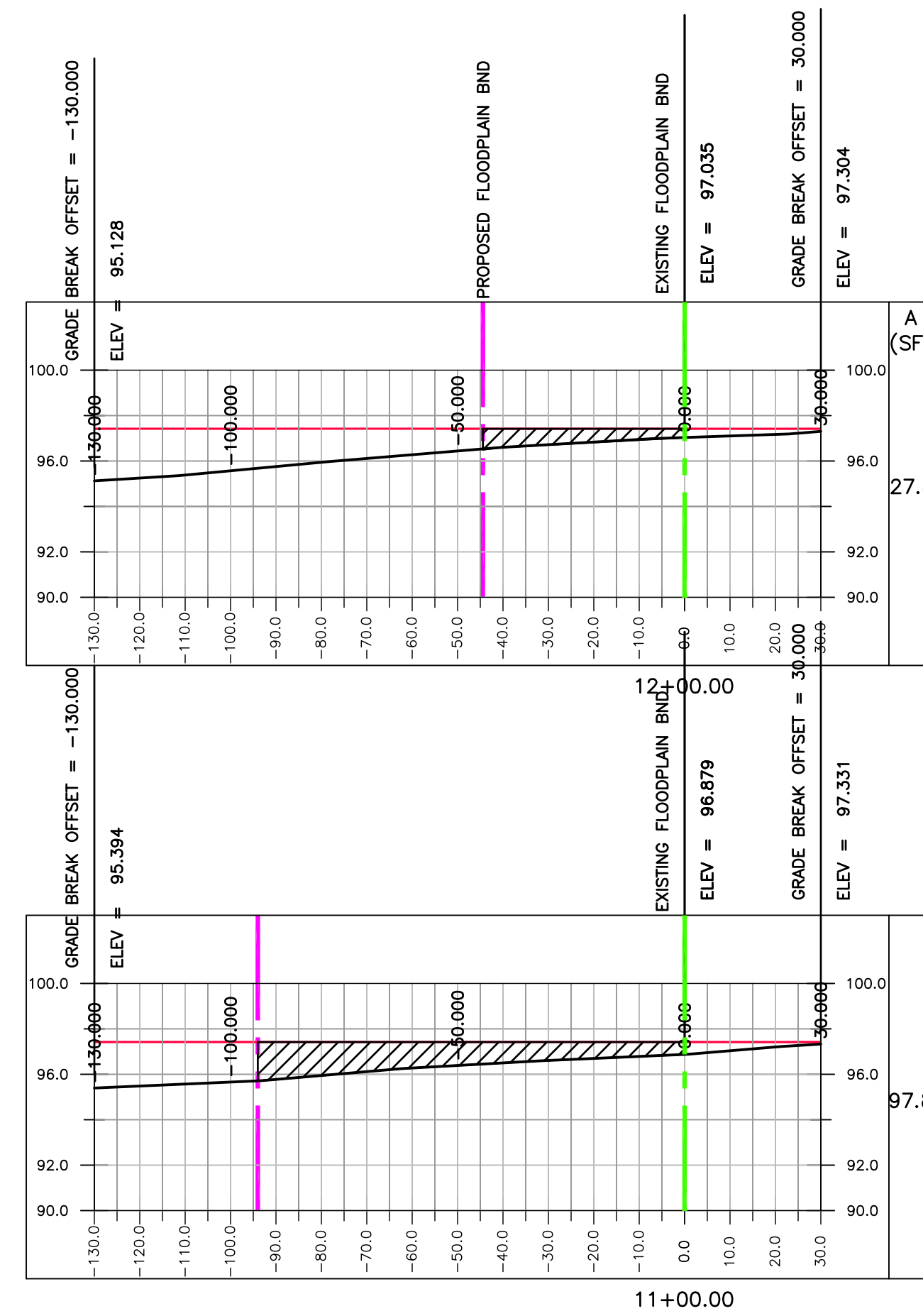
RED OAK ESTATES LOT 9
DRAINAGE EASEMENT ALTERATION
ALACHUA, FLORIDA

SHEET
C - 1

<u>STATION</u>	<u>AREA (SF)</u>	<u>VOLUME (CF)</u>
10+00	0.0	
10+25	54.3	679
10+50	119.1	2168
10+75	129.1	3103
11+00	97.8	2836
11+25	68.5	2079
11+50	46.8	1441
11+75	29.9	958
12+00	27.8	722
12+25	24.9	658
12+50	16.1	513
12+75	5.0	264
13+00	0.0	3
TOTAL		15426

48 HOURS BEFORE DIGGING
CALL "SUNSHINE STATE ONE"
TOLL FREE
811
UNDERGROUND UTILITIES NOTIFICATION
CENTER OF FLORIDA

JOE MONTALTO, JR. CONSULTING ENGINEERING, LLC
D/B/A JMJ CONSULTING ENGINEERING
309 SE 7TH STREET
GAINESVILLE, FL 32601
CERTIFICATE OF AUTHORIZATION: 9907
JOSEPH MONTALTO, JR., P.E. NO. 34315



SHEET
C - 2

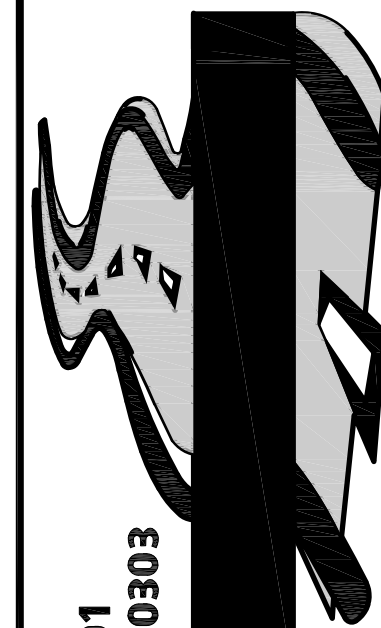
2020.19

2020.19

AMERICAN CONSULTANT ENGINEERS

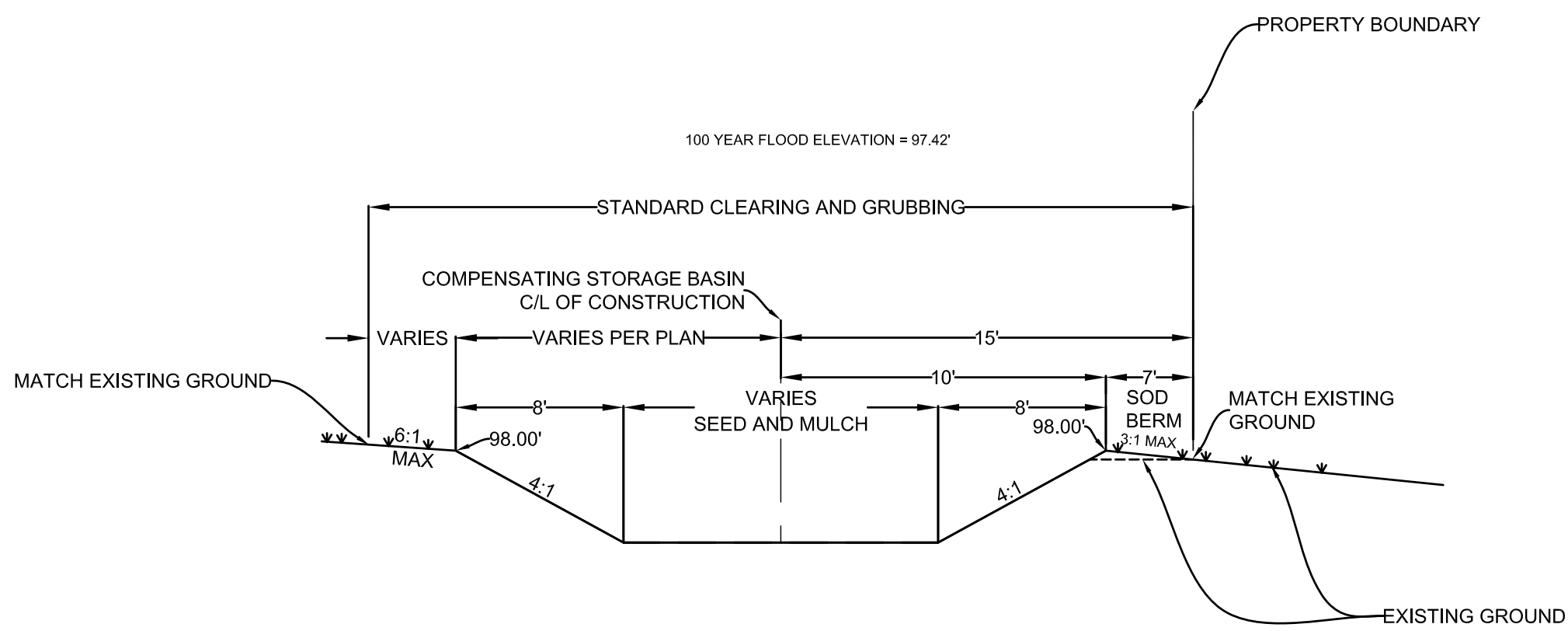
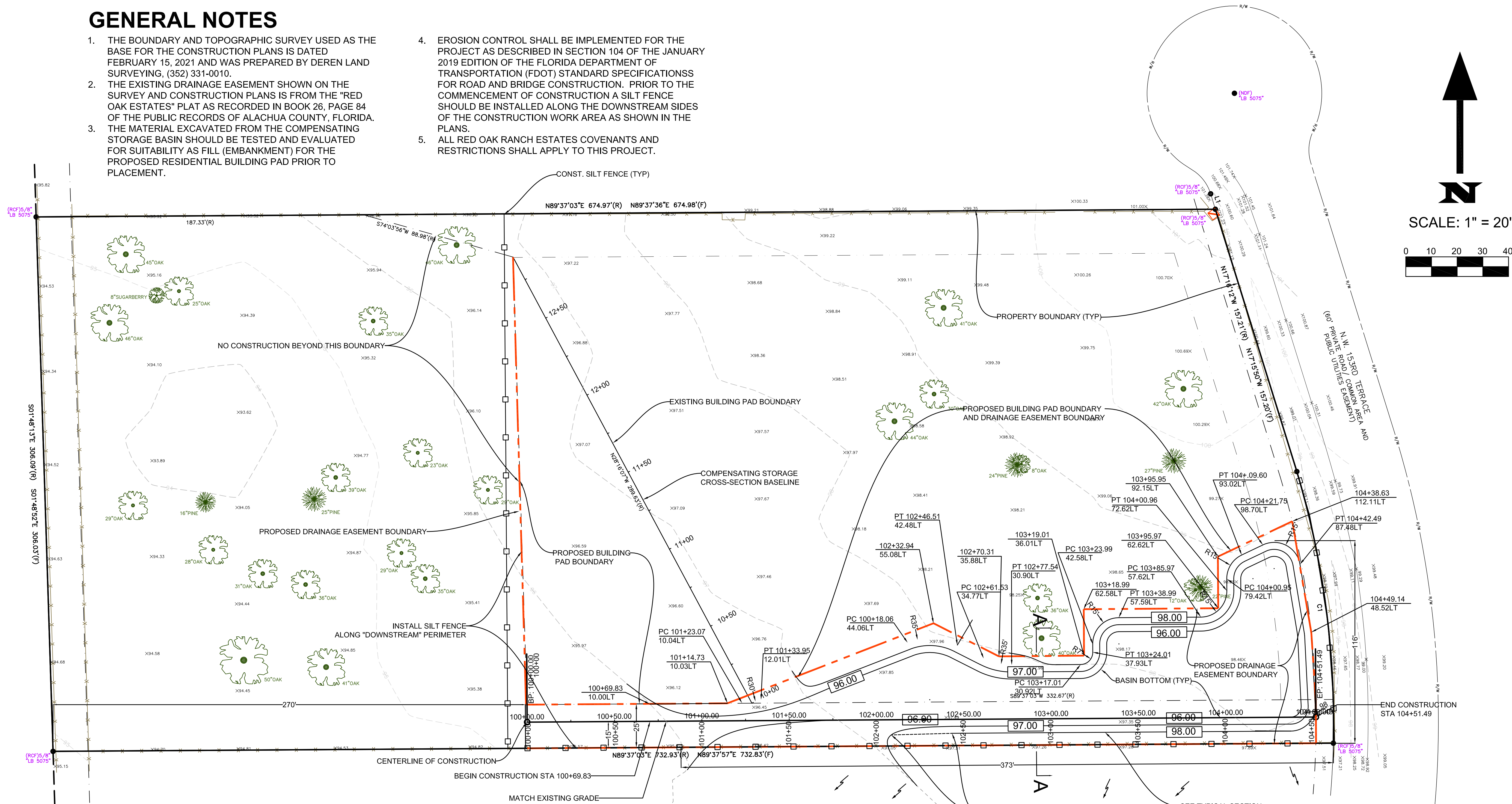
JMJ CONSULTANT ENGINEER, LLC

W



GENERAL NOTES

1. THE BOUNDARY AND TOPOGRAPHIC SURVEY USED AS THE BASE FOR THE CONSTRUCTION PLANS IS DATED FEBRUARY 15, 2021 AND WAS PREPARED BY DEREN LAND SURVEYING, (352) 331-0010.
2. THE EXISTING DRAINAGE EASEMENT SHOWN ON THE SURVEY AND CONSTRUCTION PLANS IS FROM THE "RED OAK ESTATES" PLAT AS RECORDED IN BOOK 26, PAGE 84 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
3. THE MATERIAL EXCAVATED FROM THE COMPENSATING STORAGE BASIN SHOULD BE TESTED AND EVALUATED FOR SUITABILITY AS FILL (EMBANKMENT) FOR THE PROPOSED RESIDENTIAL BUILDING PAD PRIOR TO PLACEMENT.
4. EROSION CONTROL SHALL BE IMPLEMENTED FOR THE PROJECT AS DESCRIBED IN SECTION 104 OF THE JANUARY 2019 EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONSS FOR ROAD AND BRIDGE CONSTRUCTION. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION A SILT FENCE SHOULD BE INSTALLED ALONG THE DOWNSTREAM SIDES OF THE CONSTRUCTION WORK AREA AS SHOWN IN THE PLANS.
5. ALL RED OAK RANCH ESTATES COVENANTS AND RESTRICTIONS SHALL APPLY TO THIS PROJECT.



COMPENSATING STORAGE BASIN
TYPICAL SECTION A - A
NTS

NOTE: SOD ALL SLOPES 4:1 OR STEEPER

COMPENSATING STORAGE BASIN
VOLUME CALCULATIONS

100 YEAR FLOOD ELEVATION = 97.42 FT

VOLUME REMOVED WITH BASIN EXCAVATION BETWEEN ELEV. 96' AND 97'

AREA @ ELEV. 97' = 13,781 SF
AREA @ ELEV. 96' = 10,952 SF
VOLUME = $[(13,781 \text{ SF} + 10,952 \text{ SF})/2] \times (1 \text{ FT DEPTH}) = 12,367 \text{ CF}$

VOLUME REMOVED WITH BASIN EXCAVATION BETWEEN ELEV. 97' AND 97.42'

AREA @ ELEV. 97.42' = 6,551 SF
AREA @ ELEV. 97' = 5,916 SF
VOLUME = $[(6,551 \text{ SF} + 5,916 \text{ SF})/2] \times (1 \text{ FT DEPTH}) = 6,233 \text{ CF}$

(CONSERVATIVE APPROACH USING ONLY AREA IN BASIN ABOVE 98' CONTOUR)

TOTAL VOLUME PROVIDED: = 18,600 CF @ ELEV. 97.42'

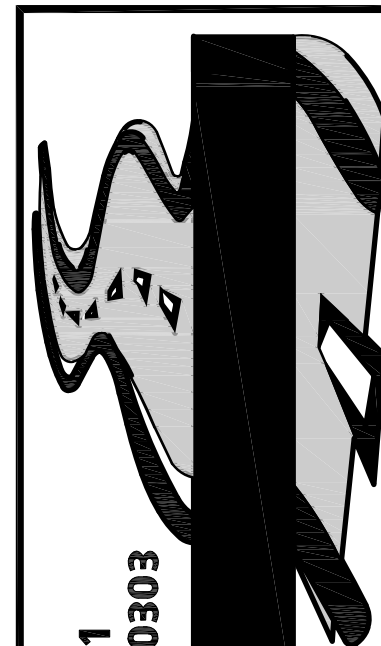
VOLUME REQUIRED: = 15,426 CF

FACTOR OF SAFETY (F.S.) = $18,600/15,426 = 1.2$

PRELIMINARY
NOT-FOR-CONSTRUCTION
PENDING APPROVAL

48 HOURS BEFORE DIGGING
CALL "SUNSHINESTATE ONE"
TOLL FREE
811
UNDERGROUND UTILITIES NOTIFICATION
CENTER OF FLORIDA

JOE MONTALTO, JR. CONSULTING ENGINEERING, LLC
D/B/A JMJ CONSULTING ENGINEERING
309 SE 7TH STREET
GAINESVILLE, FL 32601
CERTIFICATE OF AUTHORIZATION: 9907
JOSEPH MONTALTO, JR., P.E. NO. 34315



309 SE 7th Street, Gainesville, Florida 32601
Phone No. (352) 494-6225 Fax No. (352) 338-0303

JMJ CONSULTANT ENGINEER, LLC

DATE: 02/19/2021
REVISIONS: 03/26/2021
REVISIONS: 04/19/2021
REVISIONS: 06/02/2021
REVISIONS: 06/24/2021
REVISIONS: 07/01/2021

DRAWN BY: JMJ
CHECKED BY: JMJ
FILE: 2020.19

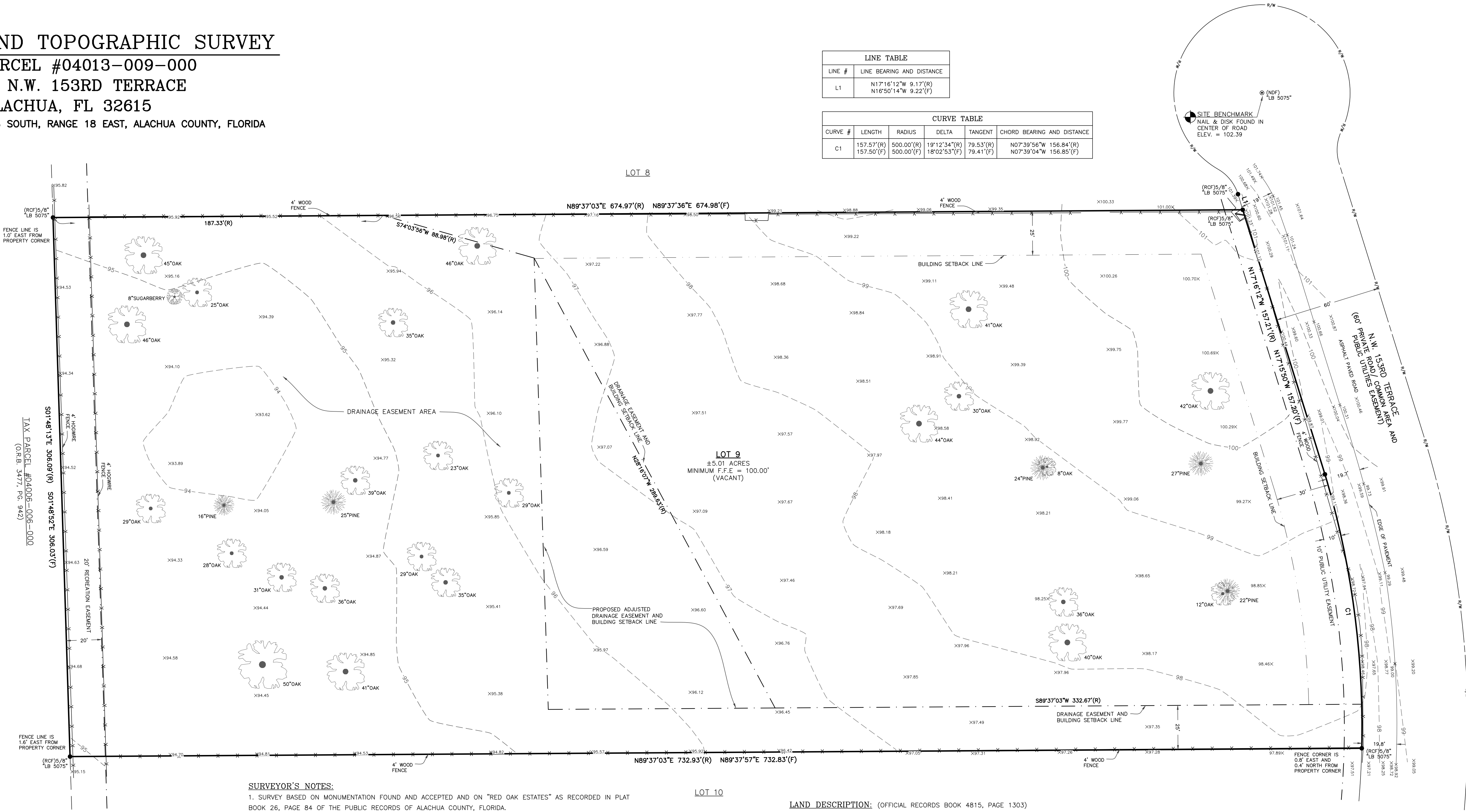
COMPENSATING STORAGE
GRADING PLAN
RED OAK ESTATES LOT 9
DRAINAGE EASEMENT ALTERATION
ALACHUA, FLORIDA

SHEET
C - 3

BOUNDARY AND TOPOGRAPHIC SURVEY
TAX PARCEL #04013-009-000
10858 N.W. 153RD TERRACE
ALACHUA, FL 32615
SECTION 34, TOWNSHIP 08 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA

LINE TABLE	
LINE #	LINE BEARING AND DISTANCE
L1	N17°16'12"W 9.17'(R) N16°50'14"W 9.22'(F)

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	157.57'(R) 157.50'(F)	500.00'(R) 500.00'(F)	19°12'34"(R) 18°02'53"(F)	79.53'(R) 79.41'(F)

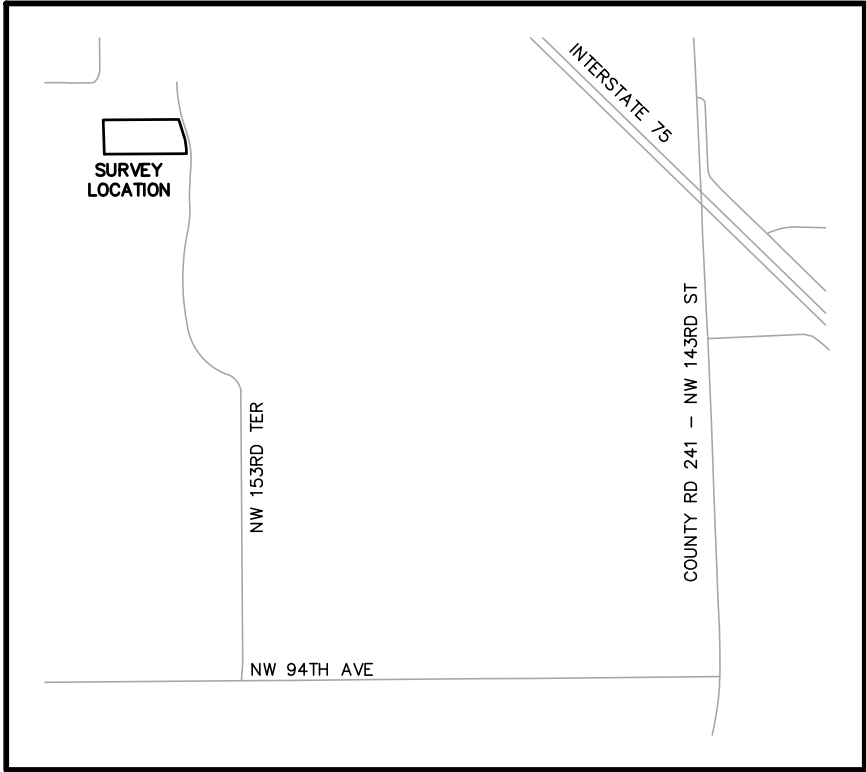


SURVEYOR'S NOTES:

1. SURVEY BASED ON MONUMENTATION FOUND AND ACCEPTED AND ON "RED OAK ESTATES" AS RECORDED IN PLAT BOOK 26, PAGE 84 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. BEARINGS ARE BASED ON NAD83, FLORIDA STATE PLANE, NORTH ZONE, AS ESTABLISHED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK.
3. VERTICAL DATUM IS BASED ON NAVD88 AS ESTABLISHED BY RECORDED PLAT BENCHMARKS.
4. THE DIGITAL SIGNATURE AND SEAL AS SHOWN ON THIS SURVEY ARE ONLY VALID FOR THIS ELECTRONIC PDF SURVEY FILE.
5. THE PRINTED SURVEY AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS NOTED, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED FOR THIS SURVEY.
7. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
8. ONLY ABOVE GROUND UTILITIES WERE LOCATED FOR THIS SURVEY.
9. NORTH ARROW IS BASED ON BEARING STRUCTURE.
10. CERTIFICATION IS NOT TRANSFERABLE.
11. THE PURPOSE OF THIS SURVEY IS TO SHOW BOUNDARY, TOPOGRAPHIC, TREES AND IMPROVEMENT INFORMATION.
12. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
13. COPIES AND ELECTRONIC FILES OF THIS SURVEY ARE ONLY AVAILABLE TO THE CLIENT FOR 90 DAYS FROM THE DATE OF SIGNATURE. AFTER 90 DAYS, A MINIMUM FEE OF 50% OF THE ORIGINAL SURVEY COST WILL BE ASSESSED.
14. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
15. THIS SURVEY WAS PREPARED WITHOUT THE PRIVILEGE OF TITLE OR OWNERSHIP INFORMATION, AND AS SUCH IS SUBJECT TO ANY AND ALL LAND RIGHTS THAT AN ACCURATE TITLE SEARCH WILL REVEAL. THIS SURVEYOR IS NOT LIABLE FOR ANY ERRORS CAUSED BY LACK OF THIS INFORMATION OR OMISSIONS FROM THIS SURVEY THAT SAID TITLE RESEARCH WOULD REVEAL.

LAND DESCRIPTION: (OFFICIAL RECORDS BOOK 4815, PAGE 1303)
LOT 9, RED OAK ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 84, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

FLOOD ZONE:
IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. PANEL No. 120 OF 640, COMMUNITY PANEL No. "120664 0120 D" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.



LOCATION MAP: NOT TO SCALE

- LEGEND:**
- (R) RECORD MEASUREMENT
 - (F) FIELD MEASUREMENT
 - R/W RIGHT-OF-WAY
 - O.R.B. OFFICIAL RECORDS BOOK
 - PG. PAGE
 - F.F.E. FINISHED FLOOR ELEVATION
 - ELEV. ELEVATION
 - (RCF) REBAR & CAP FOUND
 - ⊙ (NDF) NAIL & DISK FOUND
 - ⊠ ELECTRIC TRANSFORMER
 - FENCE LINES



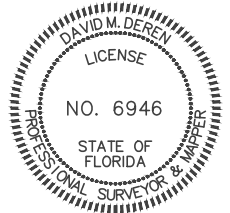
SCALE: 1" = 30'
DEREN LAND SURVEYING
"ACCURACY COUNTS - KNOW YOUR BOUNDARIES"

DATE OF FIELD WORK: 02-01-2021

CERTIFY SURVEY TO:
KEVIN AND KELLU ROSS

SCALE: 1" = 30'
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PAGE 1 OF 1
DATE: 02-15-2021
DRAWN BY: GUY
FIELD BOOK: 415/57-59
COPYRIGHT © DEREN LAND SURVEYING, LLC. LB No. 7996



PROFESSIONAL SURVEYOR & MAPPER FLA.CERT. 6946

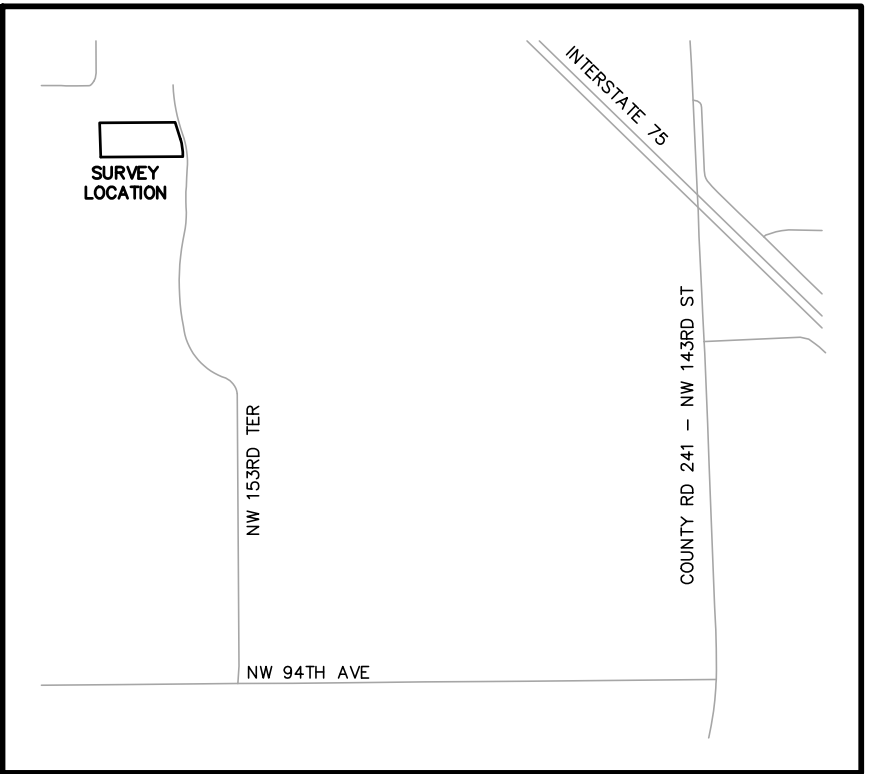
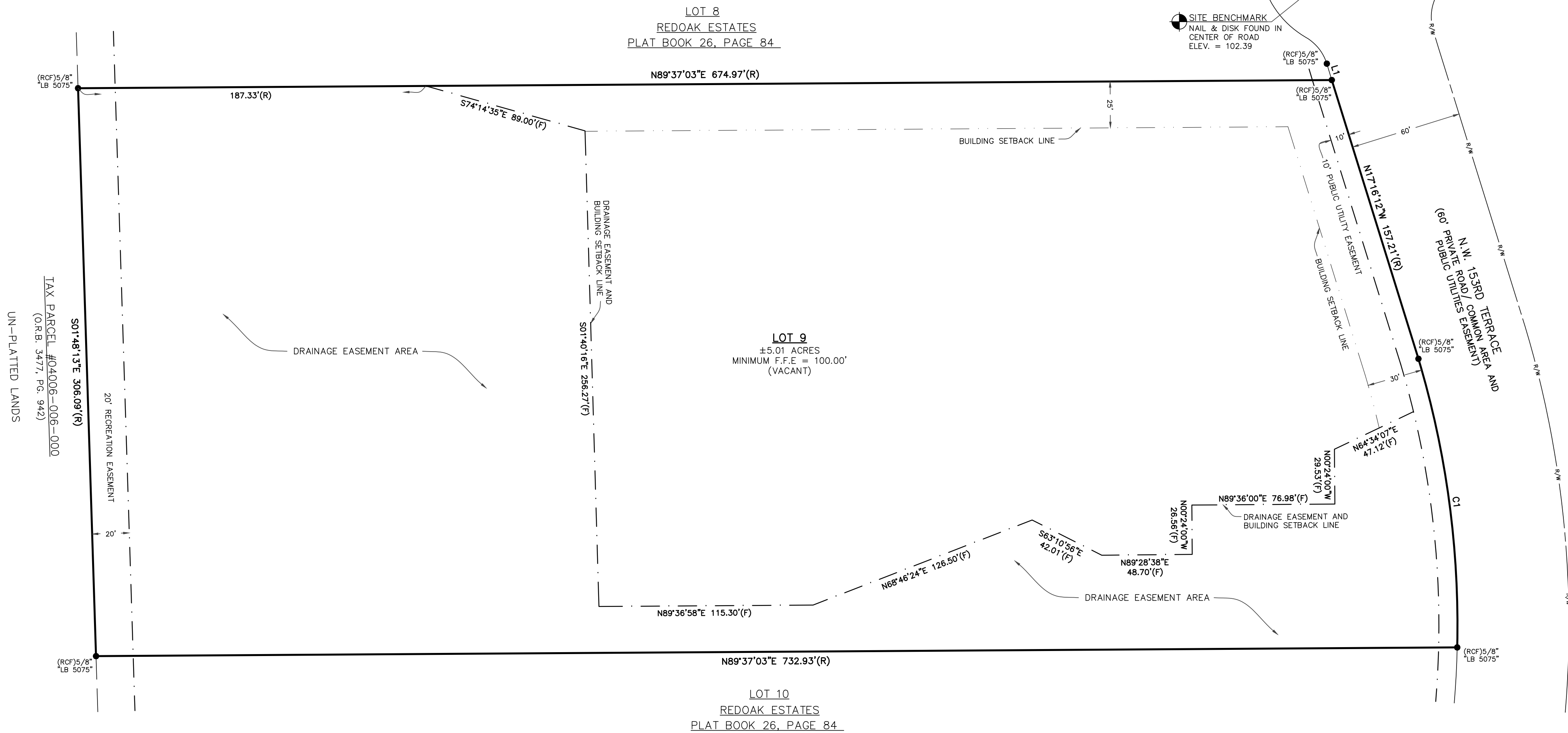
JOB NO. 21033
ACAD FILE: 21033

DAVID M. DEREN P.S.M.
4605 N.W. 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609
PHONE: (352) 331-0010
PHONE: (352) 336-3363
FAX: (352) 336-1064
DERENLANDSURVEYING.COM



PRELIMINARY
RED OAK ESTATES, LOT 9 REPLAT
A REPLAT OF LOT 9 AS SHOWN ON THE PLAT OF RED OAK ESTATES
PLAT BOOK 26, PAGE 84
LOCATED IN SECTION 34, TOWNSHIP 08 SOUTH RANGE 18 EAST
CITY OF ALACHUA
ALACHUA COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 1 OF 1



LOCATION MAP: NOT TO SCALE

OWNERS CERTIFICATION AND DEDICATION
WE, THE UNDERSIGNED, KEVIN ROSS AND KELLI ROSS, HUSBAND AND WIFE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF "RED OAK ESTATES, LOT 9 REPLAT", AS AS DESCRIBED HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON, FOR PUBLIC UTILITY PURPOSES.

WITNESS _____ OWNER _____
PRINT NAME _____

WITNESS _____ OWNER _____
PRINT NAME _____

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR AND MAPPER:
THIS IS TO CERTIFY THAT I HAVE REVIEWED THIS REPLAT FOR CONFORMITY TO PART 1 OF CHAPTER 177, FLORIDA STATUTES, BUT HAVE NOT VERIFIED THE SURVEY DATA.

EXAMINED ON: _____

AND

APPROVED BY: _____
PROFESSIONAL SURVEYOR AND MAPPER

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:
THIS IS TO CERTIFY, THAT ON _____, THE FOREGOING REPLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

MAYOR _____

ATTEST: _____

CITY MANAGER _____ FILED FOR RECORD ON: _____

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

EXAMINED ON: _____

AND APPROVED AS TO LEGAL FORM & SUFFICIENCY BY:

CITY ATTORNEY _____

CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT:

EXAMINED ON: _____

AND APPROVED BY:

COUNTY HEALTH DEPARTMENT _____

RECEIVED AND FILED:
RECEIVED AND FILED FOR RECORD ON THIS DAY OF _____, A.D. 2021

CLERK OF THE COURT _____ DATE _____

CERTIFICATE OF SURVEYOR
I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "RED OAK ESTATES, LOT 9 REPLAT" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

DAVID M. DEREN P.S.M. _____ DATE _____
FLORIDA CERTIFICATE NO. 6946

SCALE: 1" = 40'
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DAVID M. DEREN P.S.M.
4605 N.W. 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609
PHONE: (352) 331-0010
PHONE: (352) 336-3363
FAX: (352) 336-1084
DERENLANDSURVEYING.COM



LAND DESCRIPTION:

LOT 9, RED OAK ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 84, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

SURVEYOR'S NOTES

- BEARINGS HEREON ARE BASED ON THE PLAT OF "RED OAK ESTATES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGE 84 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
- THE PURPOSE OF THIS REPLAT IS TO MODIFY THE EXISTING DRAINAGE EASEMENT AND BUILDING SETBACK LINES.
- THE ERROR OF CLOSURE OF THIS PLAT DOES NOT EXCEED 1':10,000'.
- THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
- IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. PANEL No. 120 OF 640, COMMUNITY PANEL No. "120664 0120 D" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.
- BOUNDARY SURVEY WAS COMPLETED ON 02-01-2021
- VERTICAL DATUM IS BASED ON NAVD 1988 AS ESTABLISHED FROM RECORDED PLAT BENCHMARKS.

NOTICE:

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

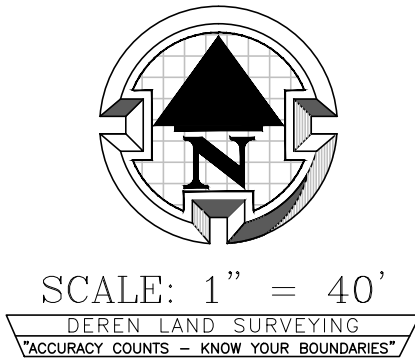
ALL PLATED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. 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. FLORIDA STATUTE 177.091 (28).

LINE TABLE	
LINE #	LINE BEARING AND DISTANCE
L1	N17°16'12"W 9.17'(R)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING AND DISTANCE
C1	157.57'(R)	500.00'(R)	19°12'34"(R)	79.53'(R)	N07°39'56"W 156.84'(R)

LEGEND:

- (R) RECORD MEASUREMENT
- (F) FIELD MEASUREMENT
- R/W RIGHT-OF-WAY
- O.R.B. OFFICIAL RECORDS BOOK
- P.G. PAGE
- ELEV. ELEVATION
- (R/F) REBAR & CAP FOUND
- ⦿ (NDF) NAIL & DISK FOUND



SCALE: 1" = 40'



City of Alachua

Planning & Community Development Department Staff Report

Planning & Zoning Board Hearing Date: Quasi-Judicial Hearing

July 13, 2021

SUBJECT:	A request for consideration of a final plat (replat) of Lot 9 of Red Oak Estates
APPLICANT/AGENT:	Joe Montalto, Jr. P.E., of JMJ Consulting Engineering, LLC
PROPERTY OWNERS:	Kevin and Kelli Ross
PARCEL ID NUMBER:	04013-009-000
FLUM DESIGNATION:	Agriculture
ZONING:	Agricultural (A)
OVERLAY:	NA
ACREAGE:	± 5.01
PROJECT PLANNER:	Adam Hall, AICP
RECOMMENDATION:	Staff recommends that the Planning & Zoning Board transmit the final plat to the City Commission with a recommendation to approve.
RECOMMENDED MOTION:	<i>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 application to the City Commission, with a recommendation to approve, subject to the two (2) conditions provided in Exhibit "A" and located on Page 12 of the July 13, 2021 Staff Report to the Planning and Zoning Board.</i>

SUMMARY & BACKGROUND

This application is a request Joe Montalto, Jr. P.E., of JMJ Consulting Engineering, LLC, applicant and agent for Kevin and Kelli Ross, property owners, for the approval of a final plat (replat) of Lot 9 of Red Oak Estates. The stated purpose of the replat is to modify the drainage easement area on the plat to allow for a more suitable location of a single family residence and accessory structures. The lot lines are not being amended and building setback lines are not being reduced.

Section 2.4.10 (F)(1)(a) indicates that a minor subdivision shall constitute “(a)The subdivision of land into six or fewer lots, provided that:(i)No new streets, alleys, or other public ways are created;(ii)No changes are made to the existing rights-of-way of any streets, alleys or other public ways;(iii)No new utilities are required to serve the subdivided land;(iv)The division of land complies with the standards of Article 7, Subdivision Standards;(v)No flag lot is created; and(vi)The lots have direct access onto a public street that has been accepted for maintenance by the appropriate jurisdiction”. Section 2.4.10(F) (2) & (3) of the City’s Land Development Regulations (LDRs) establishes the procedures and requirements for a plat. An analysis of the application’s compliance with the applicable standards of this section has been provided within this report.

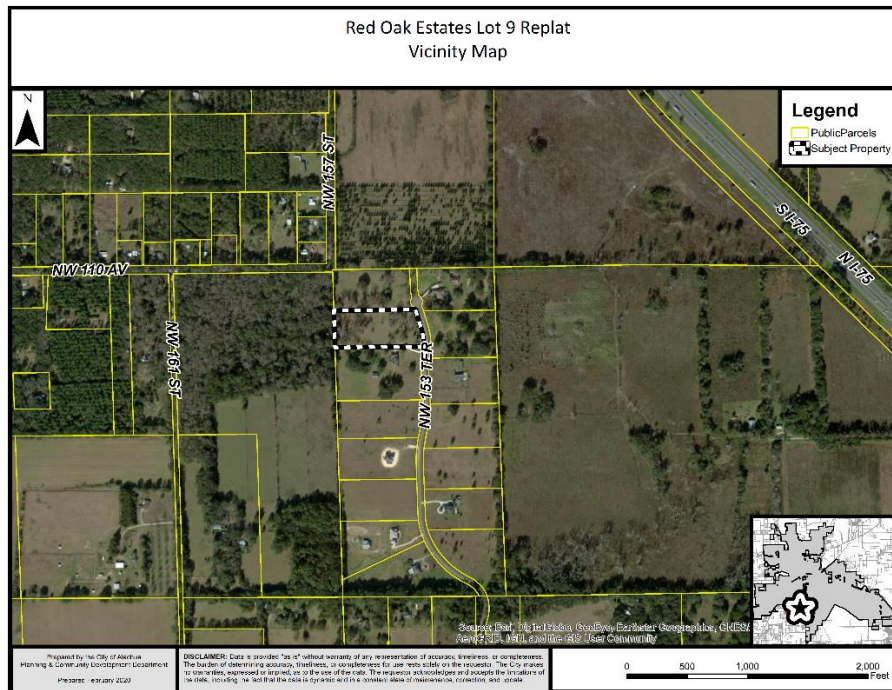
SURROUNDING USES

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

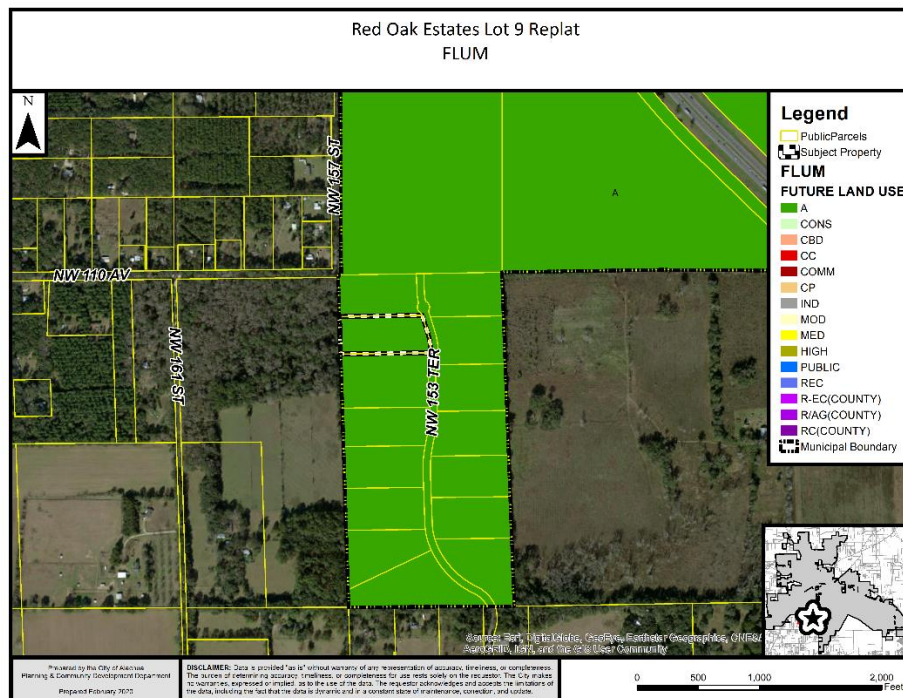
Table 2. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Vacant Residential	Agriculture	Agricultural (A)
South	Single Family Residential	Agriculture	Agricultural (A)
East	Agricultural	Agriculture	Agricultural (A)
West	Agricultural	Rural/Agriculture (Alachua County)	Agricultural (A)

Map 1. Vicinity Map



Map 2. Future Land Use Map



Staff Report: Red Oak Estates Lot 9 Replat
Final Plat

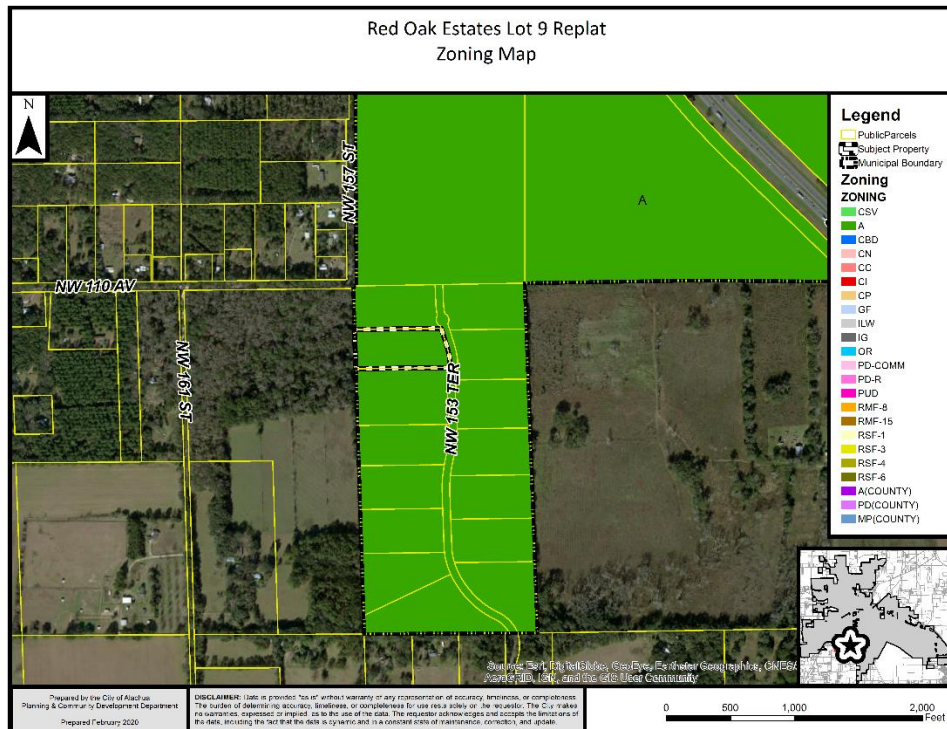
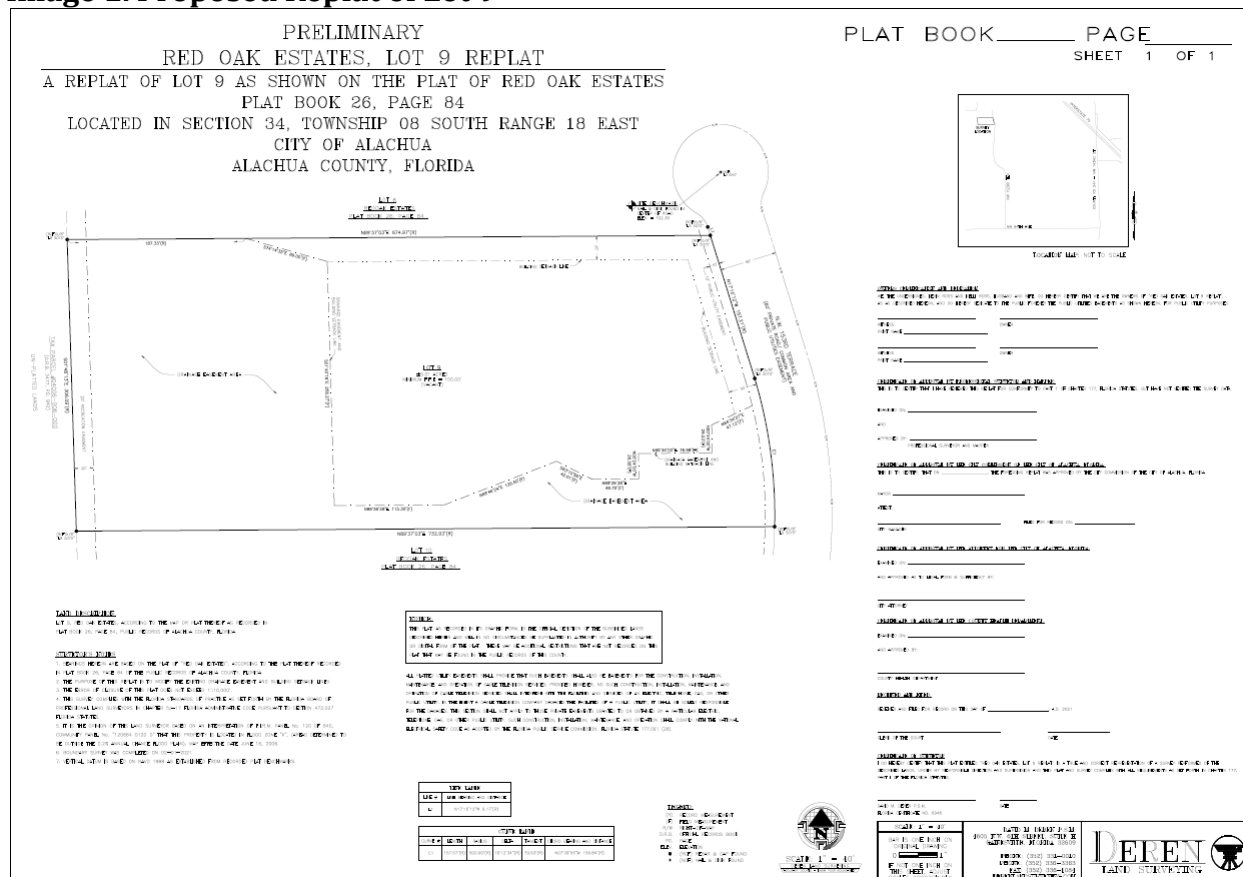


Image 1. Proposed Replat of Lot 9



NEIGHBORHOOD MEETING

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Future Land Use Element

Objective 1.1: Agriculture: The City shall establish an Agriculture land use category in order to maintain agriculture operations within the city limits as well as preserve the rural character and small-town charm of Alachua.

Policy 1.1.a: Residential uses: Except as otherwise provided for in the Comprehensive Plan for conservation subdivisions, residential uses within with Agriculture land use category shall be developed at a maximum density of 1 dwelling unit per 5 acres. The following residential uses are allowed within the Agriculture land use category:

1. Single family detached dwelling units;
2. Manufactured, modular, and mobile homes, not to include mobile home parks;
3. Accessory dwelling units; and,
4. Group Living, as provided by special exception

Analysis of Consistency with, Objective 1.1, and Policy 1.1.a: The subject property has a future land use map designation of Agriculture, which permits residential uses. The minimum lot size for this land use designation is 5 acres. The subject property is approximately 5.01 acres. This replat will not change the existing, conforming density of the subject properties.

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.

Analysis of Consistency with Objective 5.1: An environmental conditions and site suitability analysis has been provided separately in this report. The proposed replat complies with the environmental protections laid out in the City of Alachua

Comprehensive Plan and Land Development Regulations. There are no significant environmental features for the subject property.

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

Analysis of Consistency with Objective 5.2: The subject property is not located within water and wastewater service areas. The subject property will not be required to connect at time of development to the City's water and wastewater system.

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: The development will not adversely affect the Level of Service (LOS) standards for transportation facilities.

Housing Element

GOAL 1: To facilitate the provision of safe ,sanitary, health and affordable, quality housing for all present and future City residents, while preserving and enhancing the community's physical and social fabric, and cultural diversity, and while protecting the interests of special needs groups, and very low and low, and moderate-income households.

Analysis of Consistency with Goal 1: This project would facilitate the preservation of an existing housing opportunity.

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 the creation of one single family dwelling unit within the City, supporting 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: The development will not adversely affect the Level of Service (LOS) standards for recreational facilities.

Community Facilities & Natural Groundwater Aquifer Recharge Element

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 seasonally or permanently flooded wetlands located on the property according to the latest data from the National Wetlands Inventory and Suwannee River Water Management District.

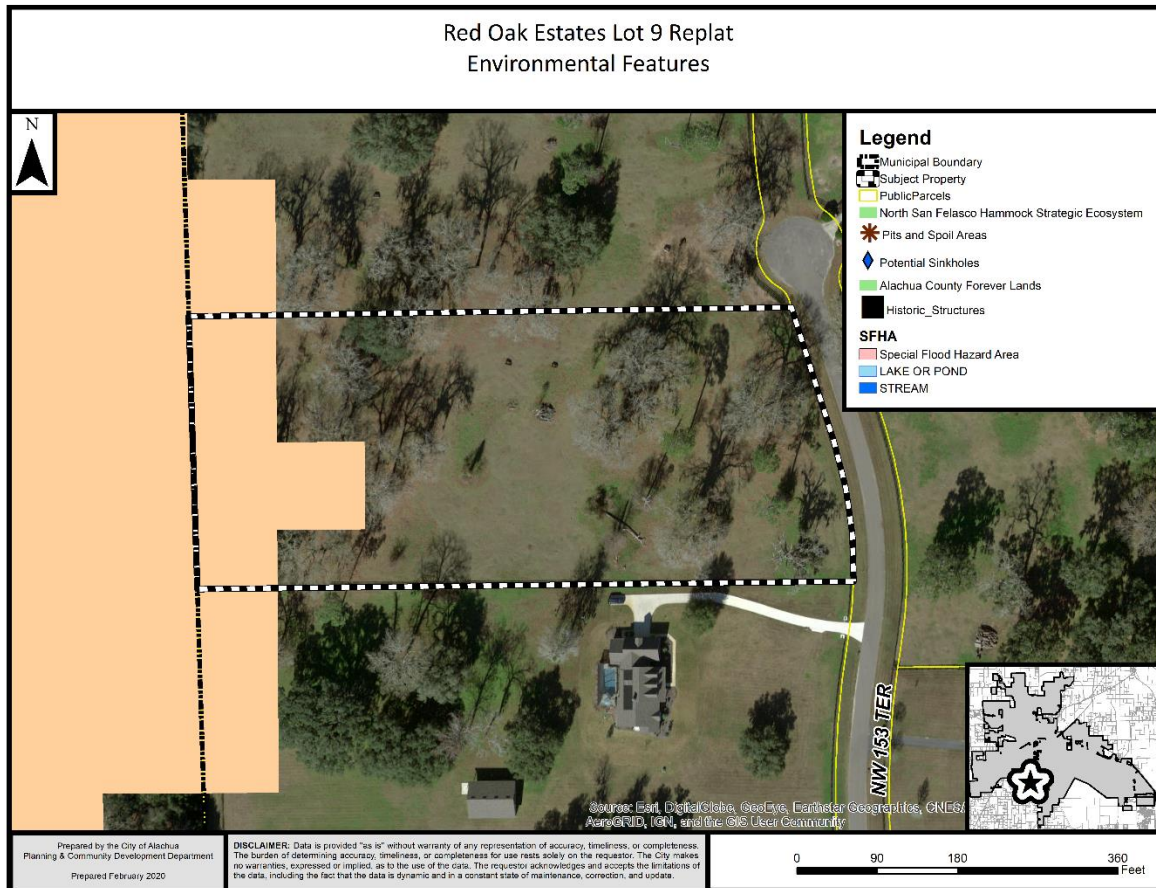
Policy 2.1.a:The City hereby establishes the following level of service standards for solid waste disposal facilities:

<u>FACILITY TYPE</u>	<u>LEVEL OF SERVICE STANDARD</u>
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, and indicates that, based upon current demand, the development will not adversely affect the Level of Service (LOS) standards for solid waste facilities.

ENVIRONMENTAL CONDITIONS & SITE SUITABILITY ANALYSIS

Map 4. Environmental Features



Wetlands

According to best available data from the Suwannee River Water Management District, there are no wetlands located on the subject property. If any wetlands are identified on the subject property at a later time, these areas will be subject to the applicable protection standards of the City of Alachua Comprehensive Plan and the Land Development Regulations (LDRs.)

Evaluation: No wetlands have been identified on 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 1987. 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 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. 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: No species identified as endangered, threatened, or of special concern are known to exist on the subject property. The property contains lands identified as "Priority 5" in the PNA data layer. The property was developed in 1983 when a single family residence was constructed on it. While Priority 5 of the FNAI PNA data layer indicates that the property may feature habitat which could support species identified as endangered, threatened, or of special concern, this data is not intended for use in a regulatory decision making process. The data must be referenced only as a resource to indicate the potential of land to support wildlife. If a 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.

Soil Survey

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

Soil Type	Hydrologic Group	Drainage Class	Dwellings without basements	% of Subject Property (may not total to 100% due to rounding)
Gainesville Sand, 0 to 5 percent slopes	A	Well drained	Not limited	100.00%

Evaluation: There are no significant limitations for development of a residential dwelling without a basement. At time of building permit, the applicant would be required to address this limitation through appropriate design.

Flood Potential

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

Evaluation: The subject property contains areas classified as Flood Zone X (areas determined to be outside of the 500-year floodplain).

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: Best available data indicates that there are no features located on the subject property which indicate an increased potential for karst sensitivity.

Wellfield Protection Zones

Policy 7.2.1 of the Future Land Use Element of the City's Comprehensive Plan establishes a 500 foot radius area around each city-owned potable water well.

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

Historic Structures/Markers and Historic Features

The subject property does not contain any historic structures as determined by the State of Florida and the Alachua County Historic Resources Inventory. Additionally, the subject property is not located within the City's Historic Overlay District, as established by Section 3.7 of the City's Land Development Regulations.

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

COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

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

2.4.10(F)(3) Minor subdivision standards. A minor subdivision shall be approved on a finding that the application complies 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.

PUBLIC FACILITIES IMPACT

Section 2.4.14 (C) of the City of Alachua Land Development Regulations outline eleven (11) types of development that are exempt from the requirements of concurrency compliance. 2.4.14 (C) (1) & (3) exempt developments that are vested or have no or de minimis impact on public facilities. The proposed replat would not result in any new lots and therefore would not have any new impacts on any public facilities. ***The impacts which would be generated by the proposed development are acceptable and are not anticipated to degrade the Level of Service (LOS) of any public facility.***

EXHIBIT "A"
TO KEVIN AND KELLI ROSS
MINOR SUBDIVISION FINAL PLAT APPLICATION
RED OAK ESTATES LOT 9
STAFF REPORT

CONDITIONS:

1. Prior to scheduling any final inspection for any building permit issued for the property, the applicant agrees it shall provide written verification from a qualified engineer that all necessary improvements as depicted in the drainage easement alteration plans (located within Exhibit "B") have been completed and are functioning as designed.
2. The applicant agrees that Condition 1 as stated above does not inordinately burden the land and shall be binding upon the property owner, including any subsequent property owners, successors, or assigns, and that the development shall comply with Conditions 1 and 2 as stated herein.

**EXHIBIT “B”
TO
KEVIN AND KELLI ROSS
MINOR SUBDIVISION FINAL PLAT APPLICATION
RED OAK ESTATES LOT 9
STAFF REPORT**

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

DRAINAGE EASEMENT ALTERATION PLANS FOR LOT 9 RED OAK ESTATES

OWNER/DESIGN TEAM

PROJECT OWNER

KELLI AND KEVIN ROSS
8831 SW 2ND LANE
GAINESVILLE, FLORIDA 32608

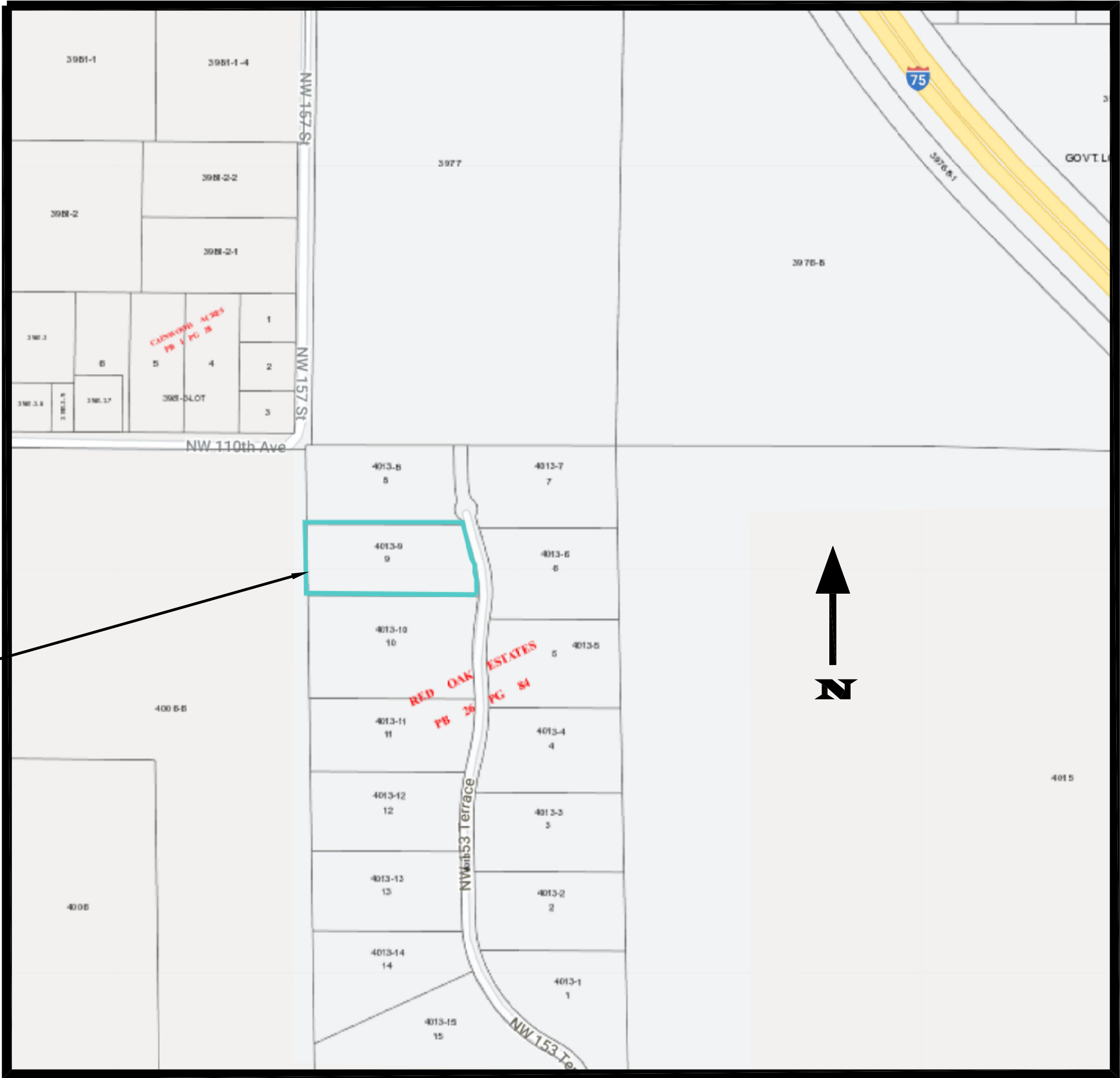
PROJECT ENGINEER

JOE MONTALTO, JR., P.E.
JMJ CONSULTING ENGINEERING, LLC
309 SE 7TH STREET
GAINESVILLE, FLORIDA 32601
(352) 494-6225
jmontalto@windstream.net
www.jmjengineering.com

PROJECT SURVEYOR

DAVID M. DEREN, PSM
DEREN LAND SURVEYING, LLC
4605 NW 6TH STREET
GAINESVILLE, FLORIDA 32609
(352) 331-0010
dave@derenlandsurveying.com
derenlandsurveying.com

PROJECT LOCATION



LOCATION MAP
SECTION 34, TOWNSHIP 08 S, RANGE 18 E
N.T.S.

DATE: 02/27/2021
REVISED: 04/19/2021
REVISED: 06/02/2021
REVISED: 07/01/2021



CONTRACTOR TO COMPLY WITH FS CHAPTER 556
(UNDERGROUND FACILITY DAMAGE PREVENTION
AND SAFETY ACT).

48 HOURS BEFORE DIGGING
CALL "SUNSHINESTATE ONE"
TOLL FREE
811
UNDERGROUND UTILITIES NOTIFICATION
CENTER OF FLORIDA

PRELIMINARY
NOT-FOR-CONSTRUCTION

DRAINAGE SWALE RELOCATIOIN PLAN INDEX	
JOE MONTALTO, JR. CONSULTING ENGINEERING, LLC DARIA JMJ CONSULTING ENGINEERING 309 SE 7TH STREET GAINESVILLE, FL 32601 CERTIFICATE OF AUTHORIZATION: 00009907 JOSEPH MONTALTO, JR., PE NO. 34315 THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61015-23.004, F.A.C.	
SHEET NO.	SHEET TITLE
C-1 C-2 C-3	COVER SHEET COMPENSATING STORAGE EXISTING FLOODPLAIN IMPACTS COMPENSATING STORAGE GRADING PLAN
OTHER DESIGN TEAM MEMBER'S SHEETS INCLUDED IN THIS SET	
SHEET NO.	SHEET TITLE
S-1 P-1	BOUNDARY, TOPOGRAPHIC AND TREE SURVEY PRELIMINARY PLAT

309 SE 7th Street, Gainesville, Florida 32601
Phone No. (352) 494-6225 Fax No. (352) 338-0303

JMJ CONSULTANT ENGINEER, LLC

DRAWN BY:	JMJ
CHECKED BY:	JMJ
FILE:	2020.19

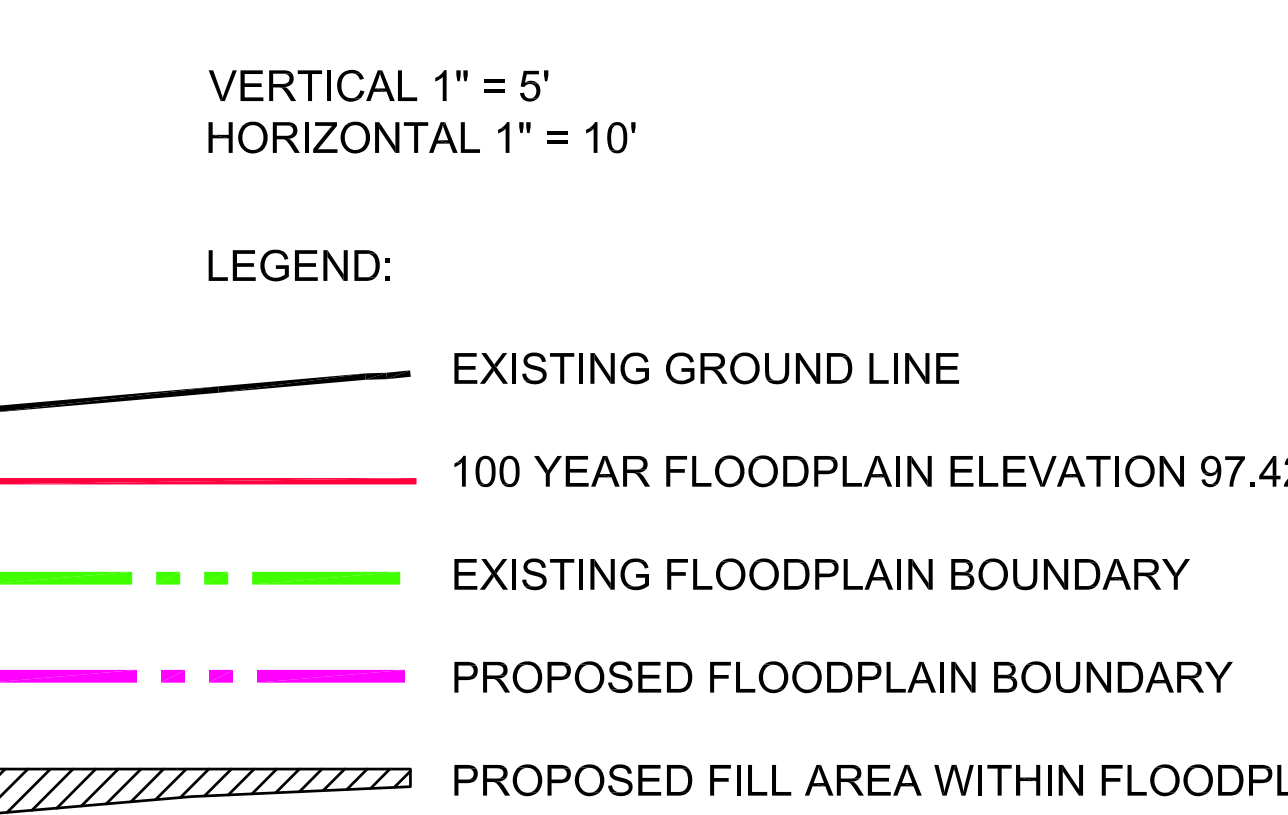
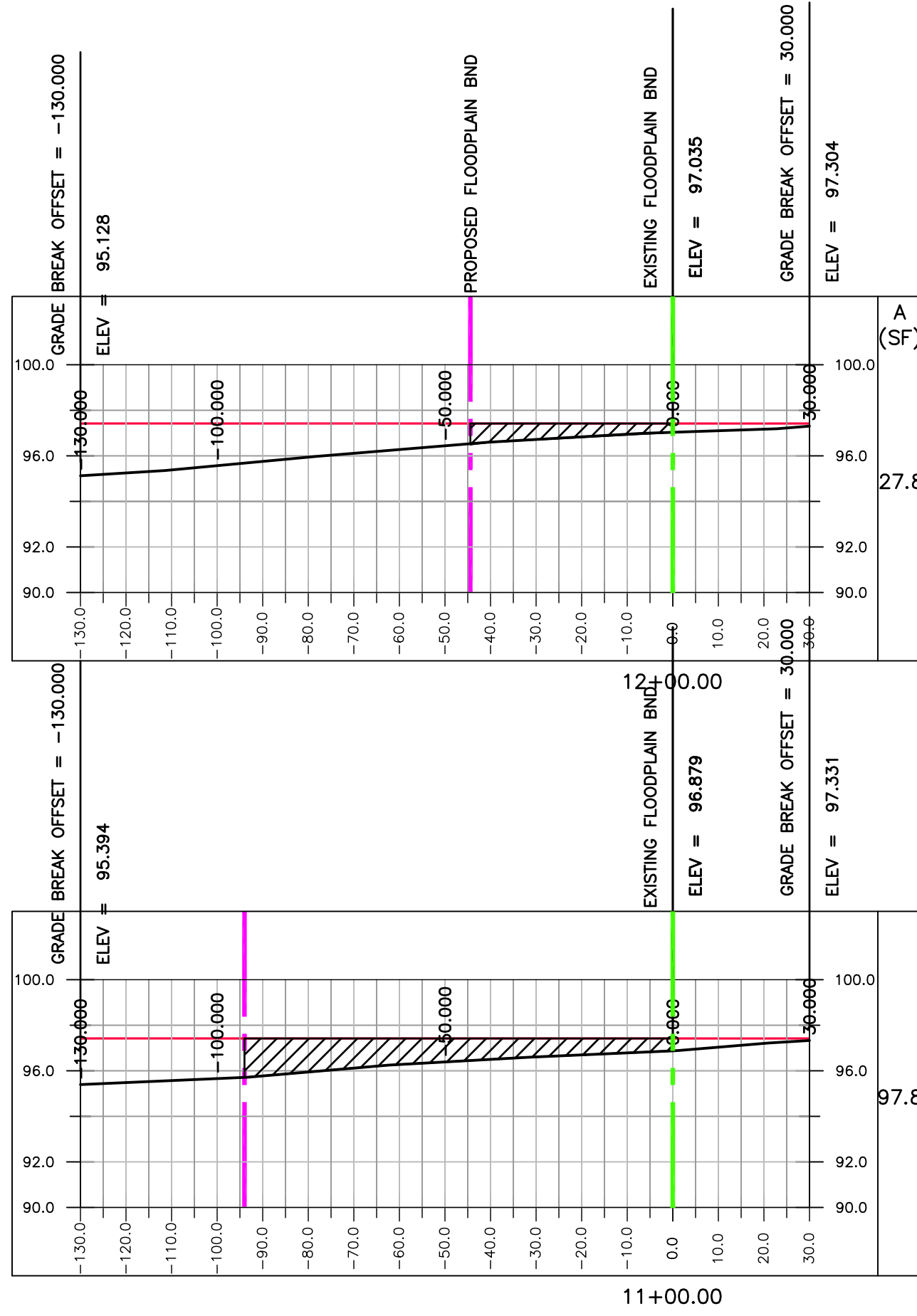
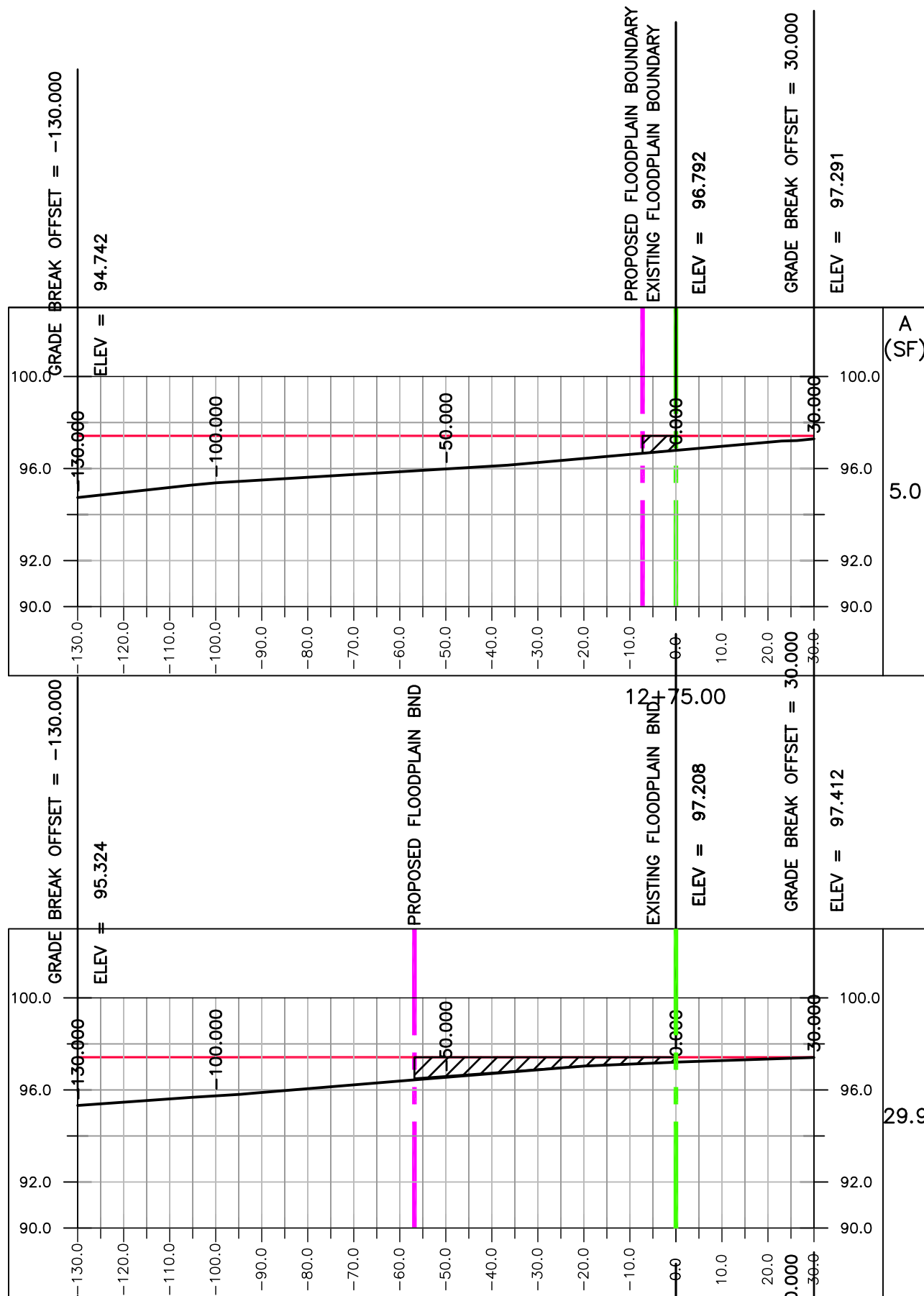
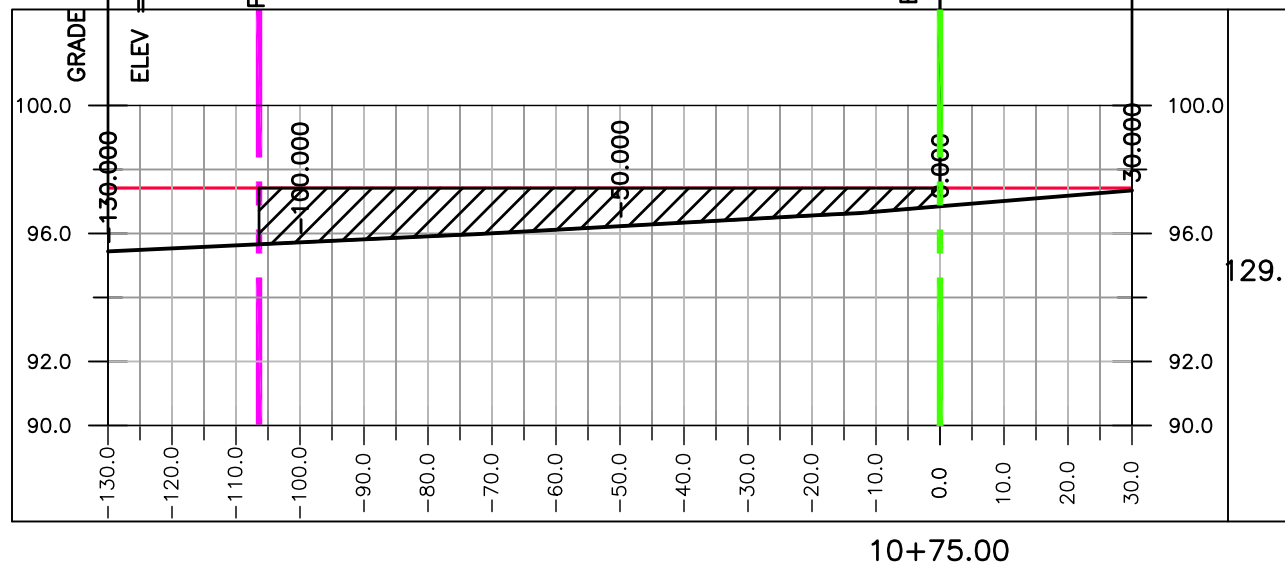
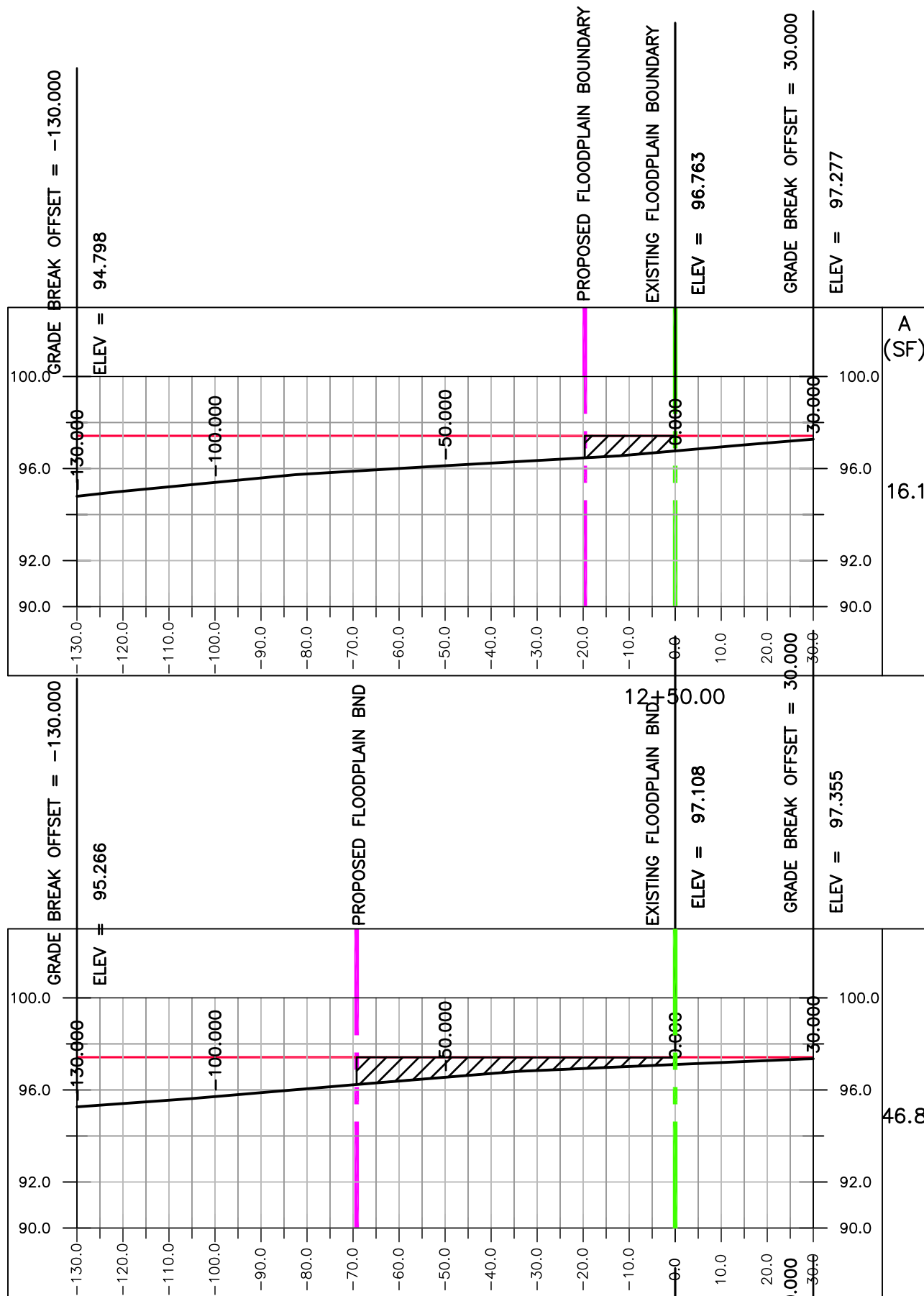
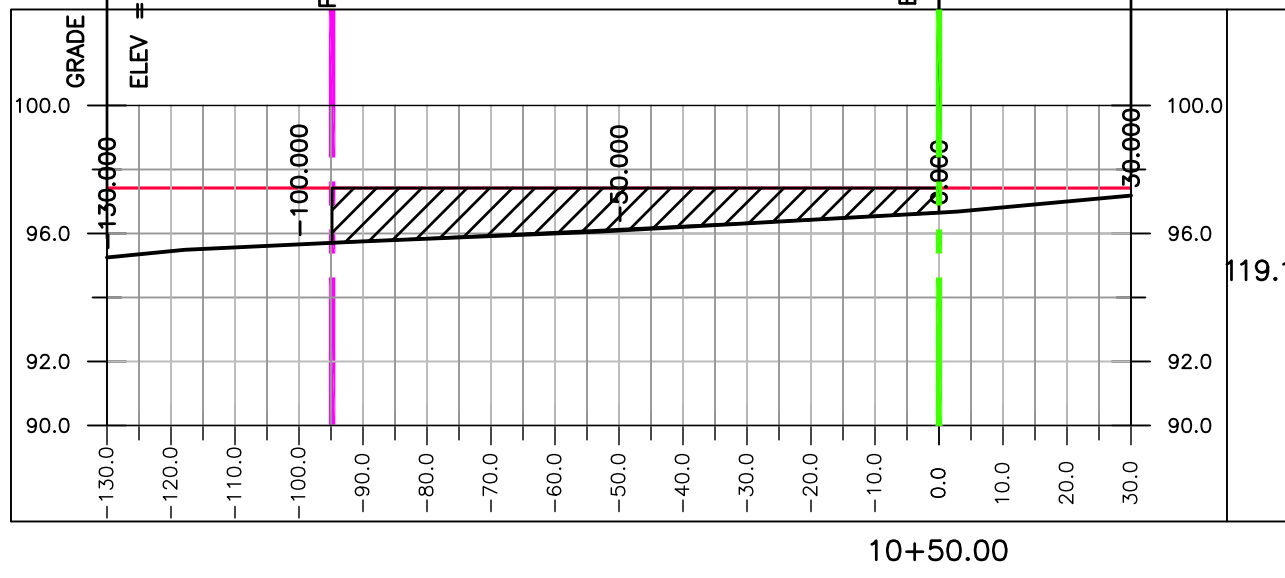
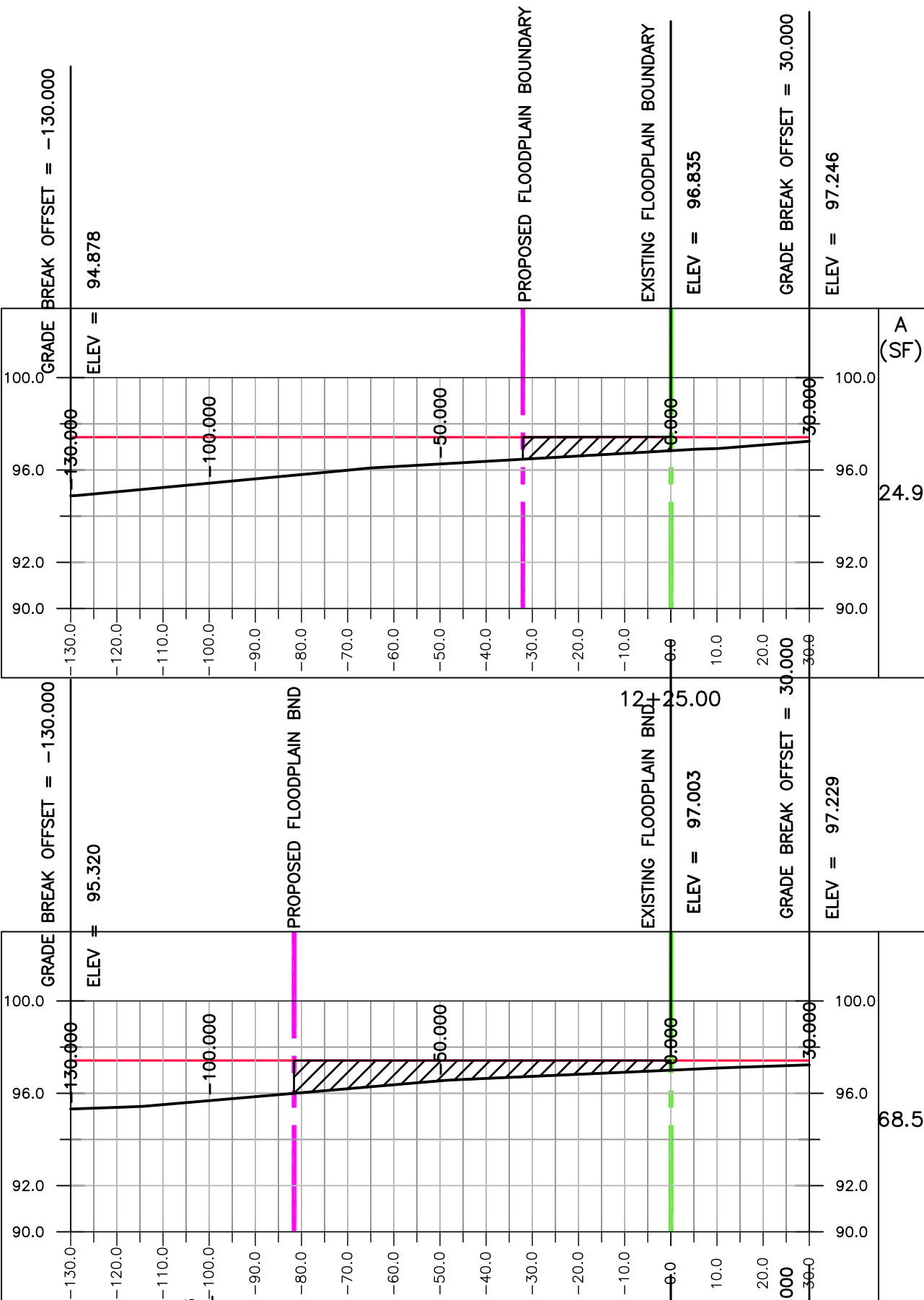
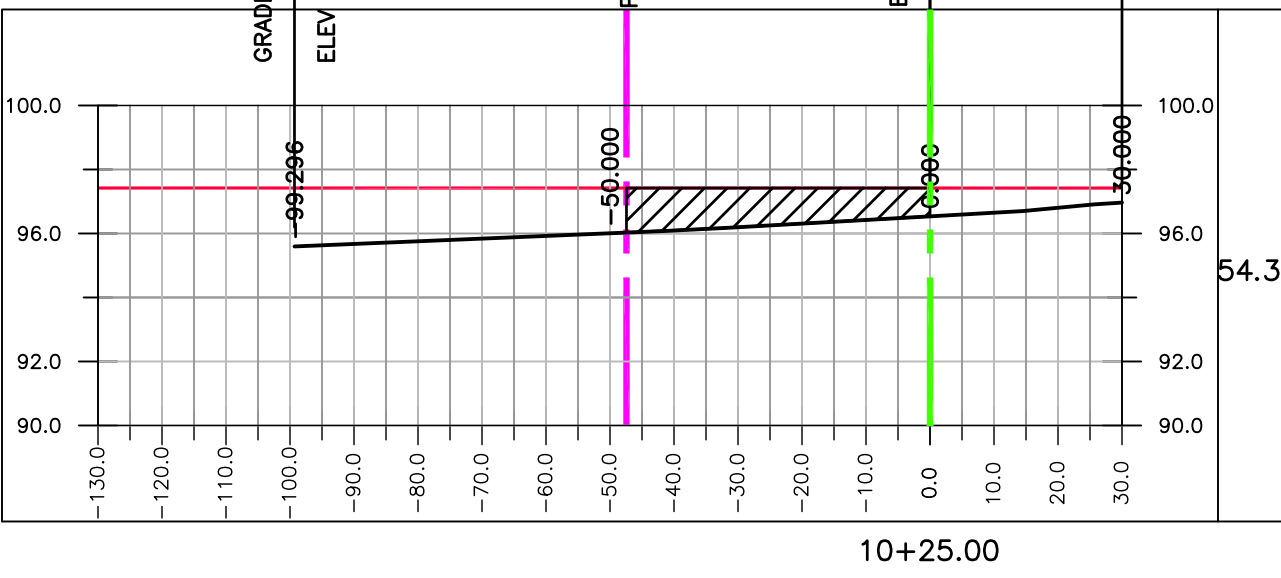
COVER SHEET

RED OAK ESTATES LOT 9
DRAINAGE EASEMENT ALTERATION
ALACHUA, FLORIDA

SHEET
C - 1

REQUIRED COMPENSATING STORAGE VOLUME
AVERAGE END AREA METHOD

STATION	AREA (SF)	VOLUME (CF)
10+00	0.0	
10+25	54.3	679
10+50	119.1	2168
10+75	129.1	3103
11+00	97.8	2836
11+25	68.5	2079
11+50	46.8	1441
11+75	29.9	959
12+00	27.8	722
12+25	24.9	659
12+50	16.1	513
12+75	5.0	264
13+00	0.0	3
TOTAL		15426



SCALE:

VERTICAL 1" = 5'
HORIZONTAL 1" = 10'

LEGEND:

- EXISTING GROUND LINE
- 100 YEAR FLOODPLAIN ELEVATION 97.42 FT.
- EXISTING FLOODPLAIN BOUNDARY
- PROPOSED FLOODPLAIN BOUNDARY
- PROPOSED FILL AREA WITHIN FLOODPLAIN

48 HOURS BEFORE DIGGING
CALL "SUNSHINESTATE ONE"
TOLL FREE
811
UNDERGROUND UTILITIES NOTIFICATION
CENTER OF FLORIDA

PRELIMINARY
NOT-FOR-CONSTRUCTION
PENDING APPROVAL

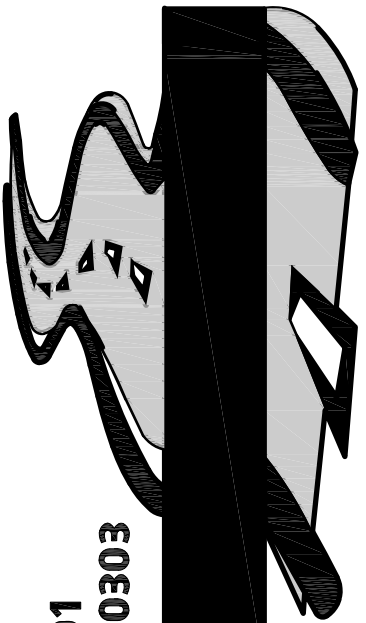
JOE MONTALTO, JR. CONSULTING ENGINEERING, LLC
D/B/A JMJ CONSULTING ENGINEERING
309 SE 7TH STREET
GAINESVILLE, FL 32601
CERTIFICATE OF AUTHORIZATION: 9907
JOESEPH MONTALTO, JR., P.E. NO. 34315

COMPENSATING STORAGE
EXISTING FLOODPLAIN IMPACTS
RED OAK ESTATES LOT 9
DRAINAGE EASEMENT ALTERATION
ALACHUA, FLORIDA

DRAWN BY: JMJ
CHECKED BY: JMJ
FILE: 2020.19

DATE: 02/19/2021
REVISIONS:

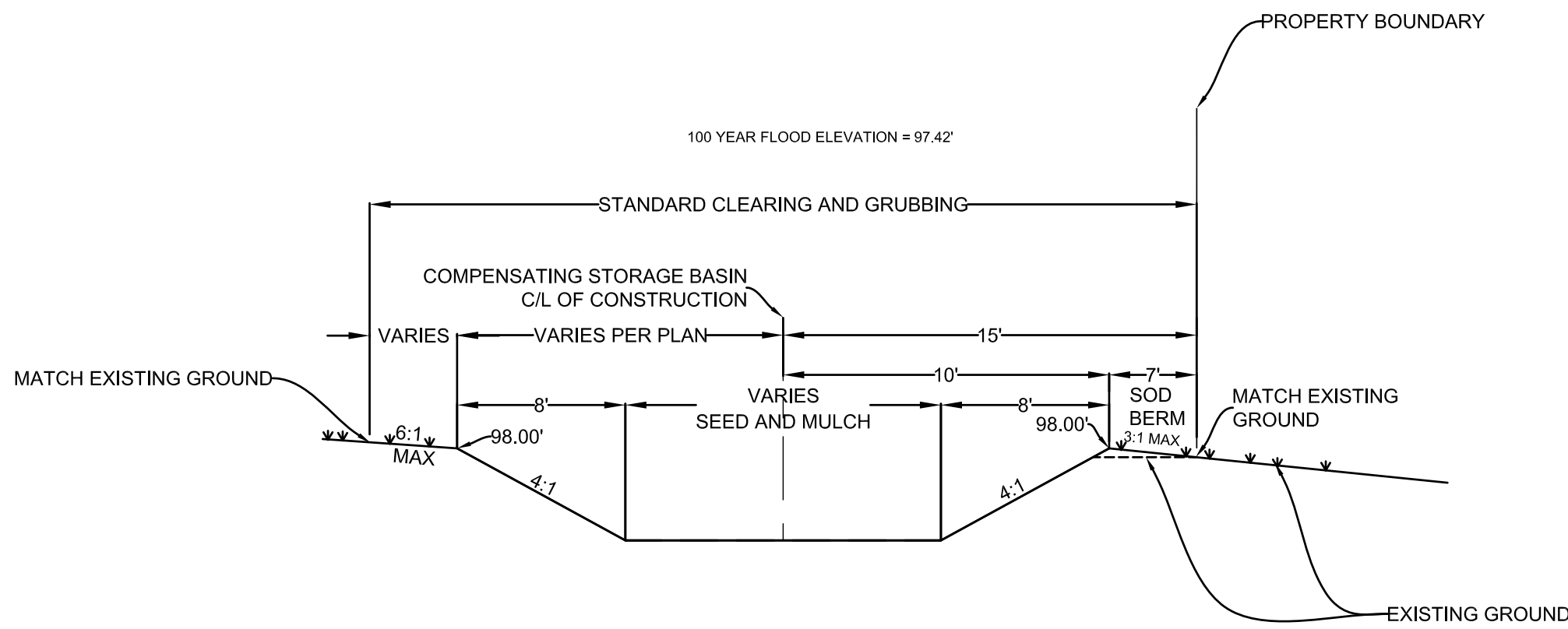
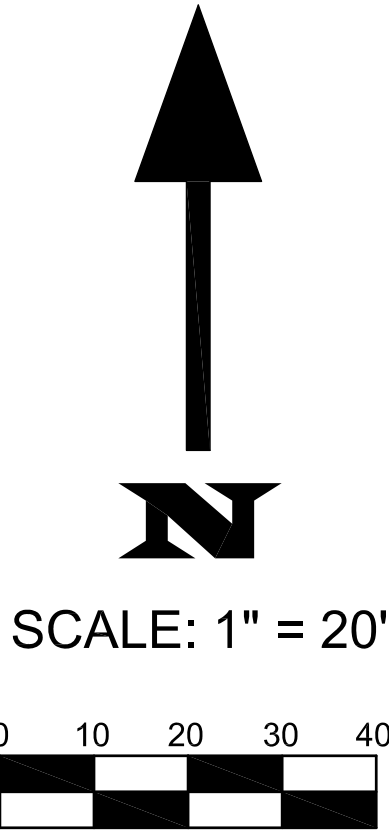
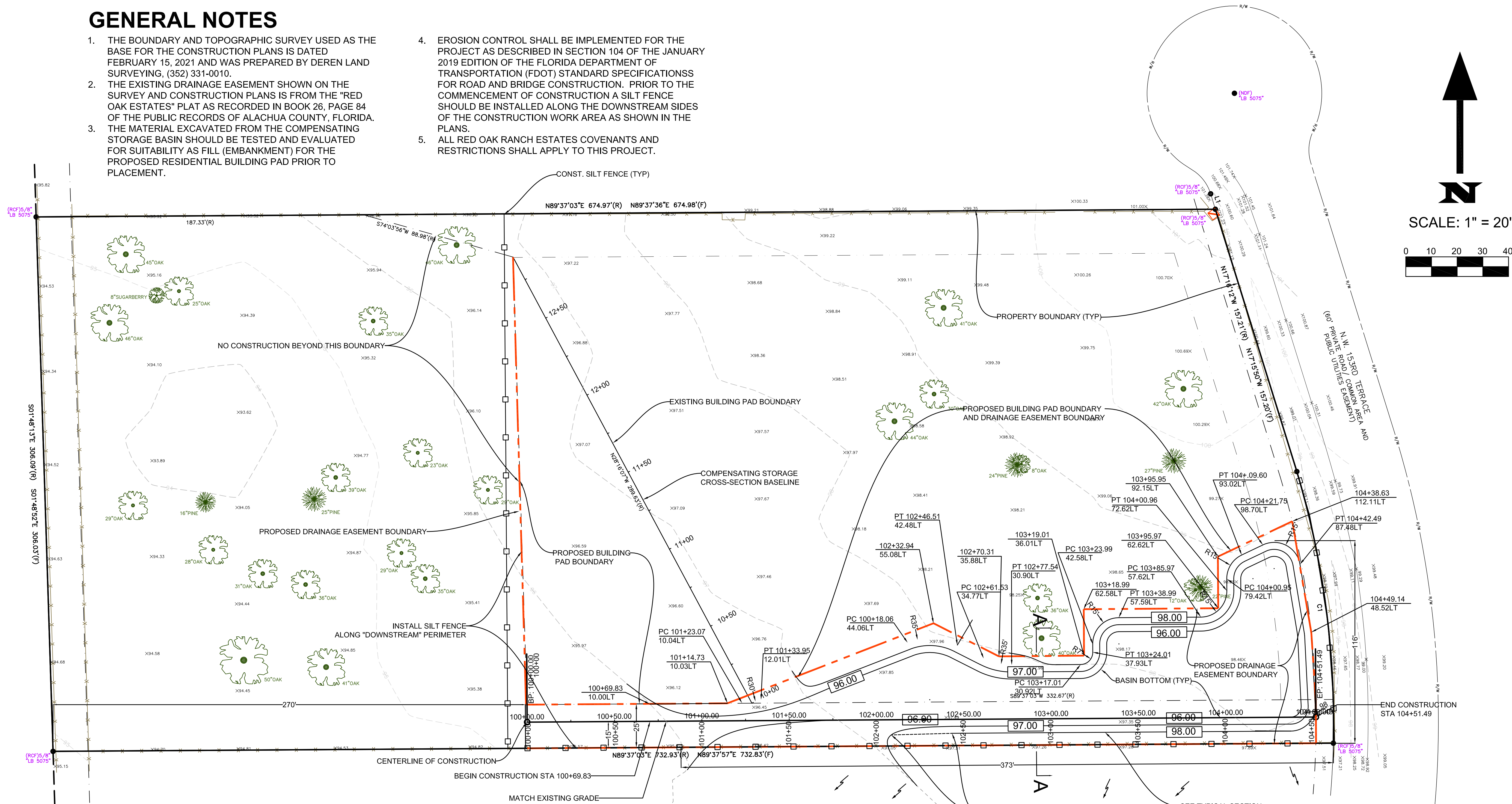
309 SE 7th Street, Gainesville, Florida 32601
Phone No. (352) 494-6225 Fax No. (352) 338-0303
JMJ CONSULTANT ENGINEER, LLC



SHEET
C - 2

GENERAL NOTES

1. THE BOUNDARY AND TOPOGRAPHIC SURVEY USED AS THE BASE FOR THE CONSTRUCTION PLANS IS DATED FEBRUARY 15, 2021 AND WAS PREPARED BY DEREN LAND SURVEYING, (352) 331-0010.
2. THE EXISTING DRAINAGE EASEMENT SHOWN ON THE SURVEY AND CONSTRUCTION PLANS IS FROM THE "RED OAK ESTATES" PLAT AS RECORDED IN BOOK 26, PAGE 84 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
3. THE MATERIAL EXCAVATED FROM THE COMPENSATING STORAGE BASIN SHOULD BE TESTED AND EVALUATED FOR SUITABILITY AS FILL (EMBANKMENT) FOR THE PROPOSED RESIDENTIAL BUILDING PAD PRIOR TO PLACEMENT.
4. EROSION CONTROL SHALL BE IMPLEMENTED FOR THE PROJECT AS DESCRIBED IN SECTION 104 OF THE JANUARY 2019 EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONSS FOR ROAD AND BRIDGE CONSTRUCTION. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION A SILT FENCE SHOULD BE INSTALLED ALONG THE DOWNSTREAM SIDES OF THE CONSTRUCTION WORK AREA AS SHOWN IN THE PLANS.
5. ALL RED OAK RANCH ESTATES COVENANTS AND RESTRICTIONS SHALL APPLY TO THIS PROJECT.



COMPENSATING STORAGE BASIN
TYPICAL SECTION A - A
NTS

NOTE: SOD ALL SLOPES 4:1 OR STEEPER

PRELIMINARY
NOT-FOR-CONSTRUCTION
PENDING APPROVAL

48 HOURS BEFORE DIGGING
CALL "SUNSHINESTATE ONE"
TOLL FREE
811
UNDERGROUND UTILITIES NOTIFICATION
CENTER OF FLORIDA

COMPENSATING STORAGE
GRADING PLAN
RED OAK ESTATES LOT 9
DRAINAGE EASEMENT ALTERATION
ALACHUA, FLORIDA

SHEET
C - 3

DATE: 02/19/2021
REVISIONS: 03/26/2021
REVISIONS: 04/19/2021
REVISIONS: 06/02/2021
REVISIONS: 06/24/2021
REVISIONS: 07/01/2021

DRAWN BY:
JMJ
CHECKED BY:
JMJ
FILE:
2020.19

309 SE 7th Street, Gainesville, Florida 32601
Phone No. (352) 494-6225 Fax No. (352) 338-0303
JMJ CONSULTANT ENGINEER, LLC

JOE MONTALTO, JR. CONSULTING ENGINEERING, LLC
D/B/A JMJ CONSULTING ENGINEERING
309 SE 7TH STREET
GAINESVILLE, FL 32601
CERTIFICATE OF AUTHORIZATION: 9907
JOSEPH MONTALTO, JR., P.E. NO. 34315

BOUNDARY AND TOPOGRAPHIC SURVEY

TAX PARCEL #04013-009-000

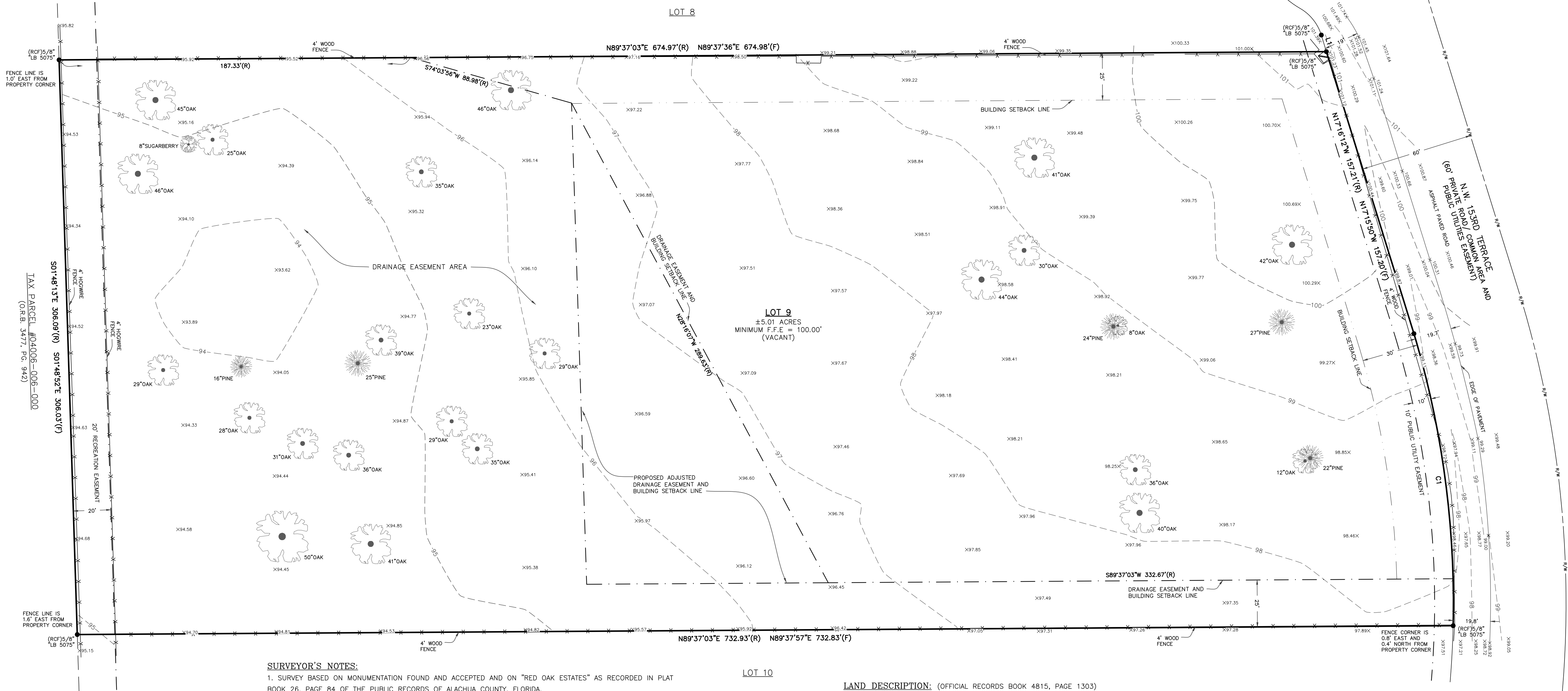
10858 N.W. 153RD TERRACE

ALACHUA, FL 32615

SECTION 34, TOWNSHIP 08 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA

LINE TABLE	
LINE #	LINE BEARING AND DISTANCE
L1	N17°16'12"W 9.17'(R) N16°50'14"W 9.22'(F)

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	157.57'(R) 157.50'(F)	500.00'(R) 500.00'(F)	19°12'34"(R) 18°02'53"(F)	79.53'(R) 79.41'(F)



SURVEYOR'S NOTES:

1. SURVEY BASED ON MONUMENTATION FOUND AND ACCEPTED AND ON "RED OAK ESTATES" AS RECORDED IN PLAT BOOK 26, PAGE 84 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. BEARINGS ARE BASED ON NAD83, FLORIDA STATE PLANE, NORTH ZONE, AS ESTABLISHED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK.
3. VERTICAL DATUM IS BASED ON NAVD88 AS ESTABLISHED BY RECORDED PLAT BENCHMARKS.
4. THE DIGITAL SIGNATURE AND SEAL AS SHOWN ON THIS SURVEY ARE ONLY VALID FOR THIS ELECTRONIC PDF SURVEY FILE.
5. THE PRINTED SURVEY AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS NOTED, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED FOR THIS SURVEY.
7. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
8. ONLY ABOVE GROUND UTILITIES WERE LOCATED FOR THIS SURVEY.
9. NORTH ARROW IS BASED ON BEARING STRUCTURE.
10. CERTIFICATION IS NOT TRANSFERABLE.
11. THE PURPOSE OF THIS SURVEY IS TO SHOW BOUNDARY, TOPOGRAPHIC, TREES AND IMPROVEMENT INFORMATION.
12. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
13. COPIES AND ELECTRONIC FILES OF THIS SURVEY ARE ONLY AVAILABLE TO THE CLIENT FOR 90 DAYS FROM THE DATE OF SIGNATURE. AFTER 90 DAYS, A MINIMUM FEE OF 50% OF THE ORIGINAL SURVEY COST WILL BE ASSESSED.
14. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
15. THIS SURVEY WAS PREPARED WITHOUT THE PRIVILEGE OF TITLE OR OWNERSHIP INFORMATION, AND AS SUCH IS SUBJECT TO ANY AND ALL LAND RIGHTS THAT AN ACCURATE TITLE SEARCH WILL REVEAL. THIS SURVEYOR IS NOT LIABLE FOR ANY ERRORS CAUSED BY LACK OF THIS INFORMATION OR OMISSIONS FROM THIS SURVEY THAT SAID TITLE RESEARCH WOULD REVEAL.

LAND DESCRIPTION: (OFFICIAL RECORDS BOOK 4815, PAGE 1303)

LOT 9, RED OAK ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 84, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

FLOOD ZONE:

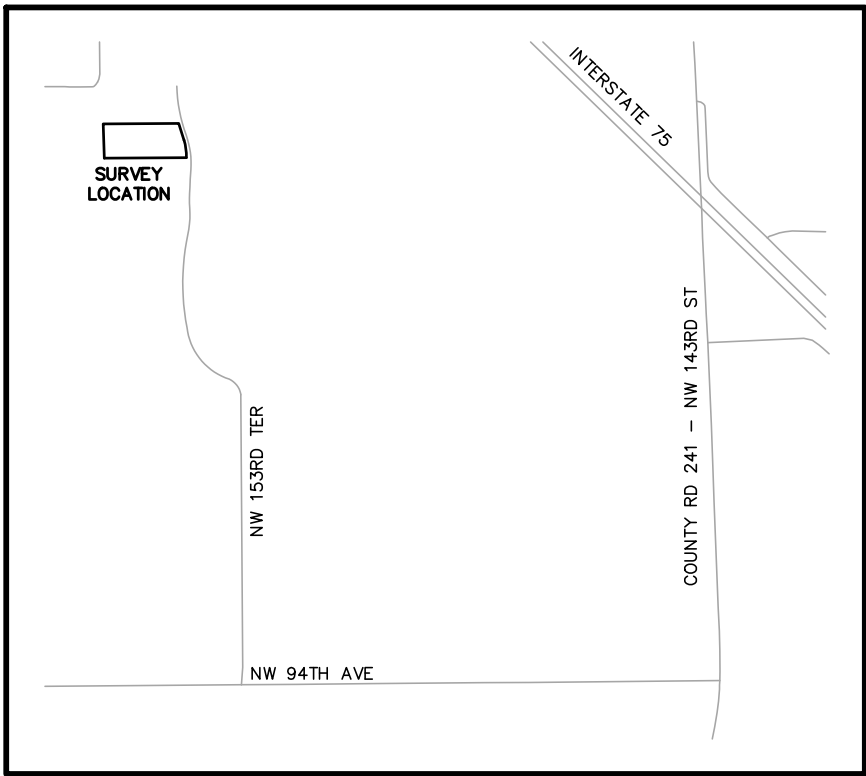
IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. PANEL No. 120 OF 640, COMMUNITY PANEL No. "120664 0120 D" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.

LEGEND:

- (R) RECORD MEASUREMENT
- (F) FIELD MEASUREMENT
- R/W RIGHT-OF-WAY
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- F.F.E. FINISHED FLOOR ELEVATION
- ELEV. ELEVATION
- (RCF) REBAR & CAP FOUND
- ⊙ (NDF) NAIL & DISK FOUND
- ⊞ ELECTRIC TRANSFORMER
- FENCE LINES



SCALE: 1" = 30'
DEREN LAND SURVEYING
"ACCURACY COUNTS - KNOW YOUR BOUNDARIES"



LOCATION MAP: NOT TO SCALE

DATE OF FIELD WORK: 02-01-2021

CERTIFY SURVEY TO:
KEVIN AND KELLU ROSS

SCALE: 1" = 30'

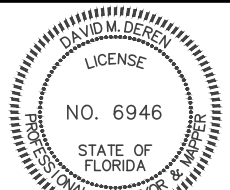
BAR IS ONE INCH ON
ORIGINAL DRAWING
0 1"

IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

PAGE 1 OF 1

DATE: 02-15-2021
DRAWN BY: GUY
FIELD BOOK: 415/57-59

COPYRIGHT © DEREN LAND
SURVEYING, LLC. LB No. 7996



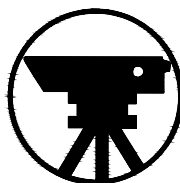
PROFESSIONAL SURVEYOR & MAPPER FLA.CERT. 6946

JOB NO. 21033

ACAD FILE: 21033

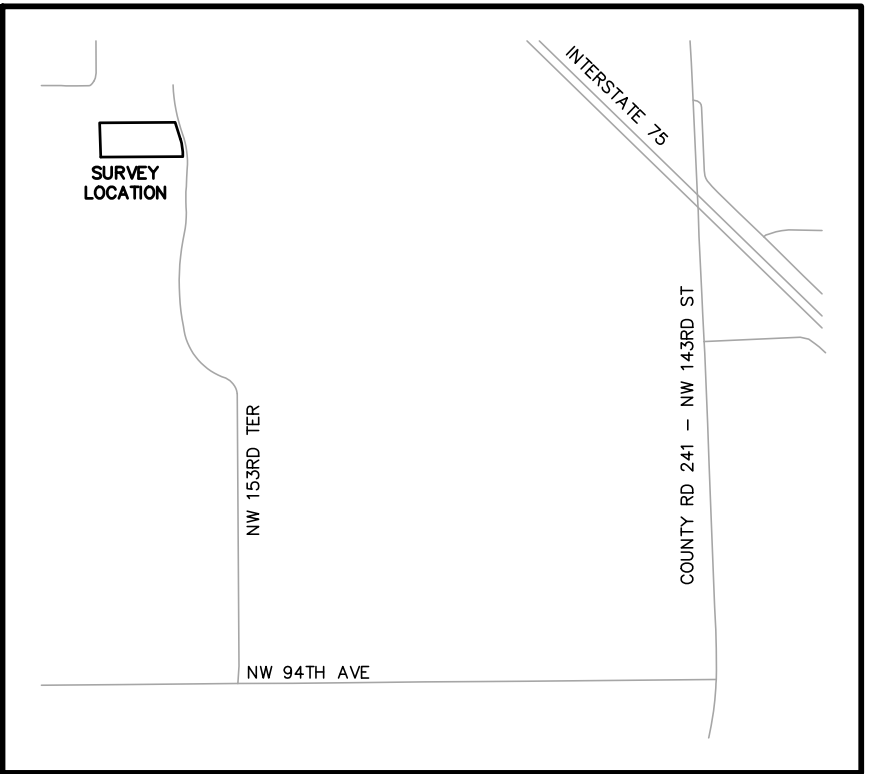
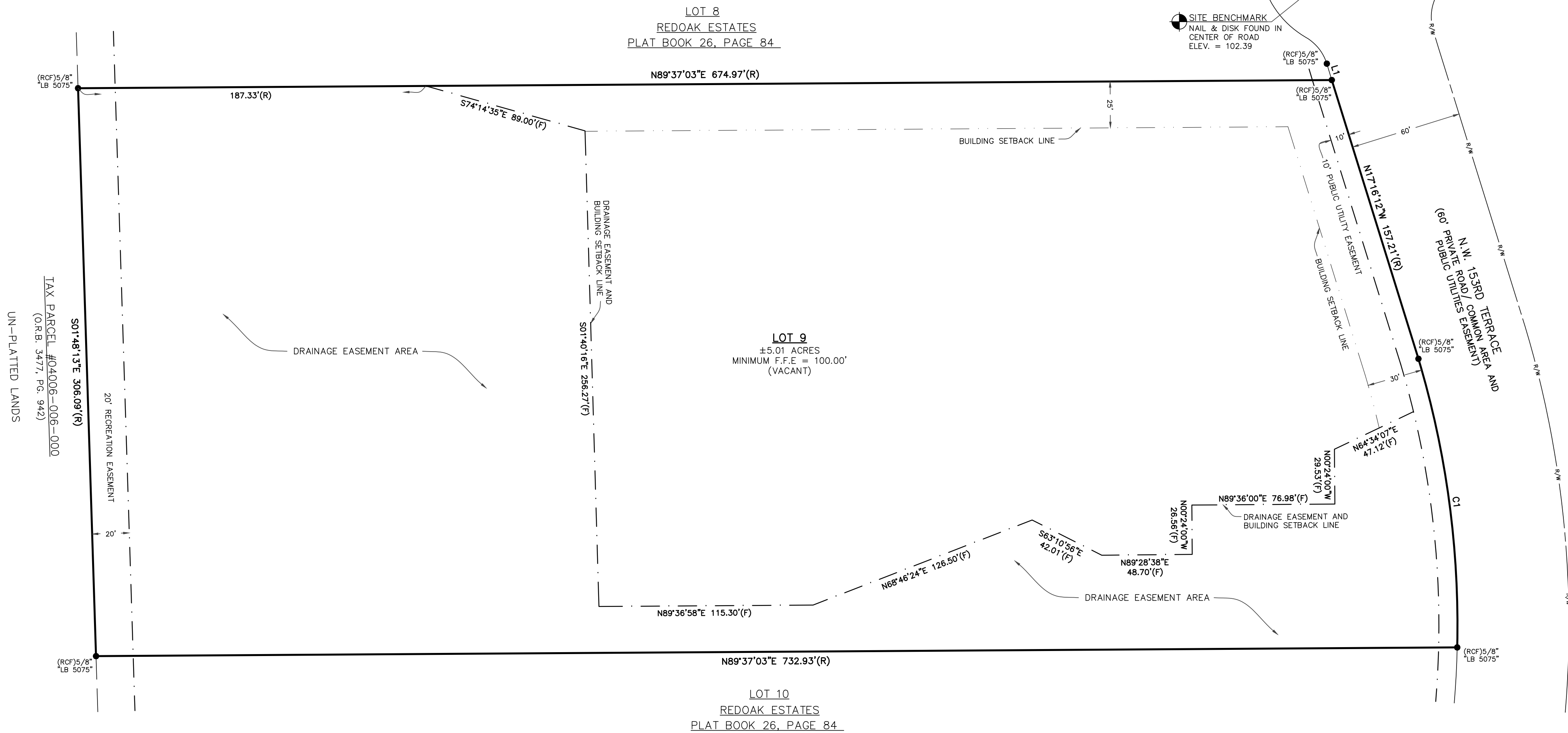
DAVID M. DEREN P.S.M.
4605 N.W. 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609
PHONE: (352) 331-0010
PHONE: (352) 336-3363
FAX: (352) 336-1064
DERENLANDSURVEYING.COM

DEREN
LAND SURVEYING



PRELIMINARY
RED OAK ESTATES, LOT 9 REPLAT
A REPLAT OF LOT 9 AS SHOWN ON THE PLAT OF RED OAK ESTATES
PLAT BOOK 26, PAGE 84
LOCATED IN SECTION 34, TOWNSHIP 08 SOUTH RANGE 18 EAST
CITY OF ALACHUA
ALACHUA COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 1 OF 1



LOCATION MAP: NOT TO SCALE

OWNERS CERTIFICATION AND DEDICATION
WE, THE UNDERSIGNED, KEVIN ROSS AND KELLI ROSS, HUSBAND AND WIFE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF "RED OAK ESTATES, LOT 9 REPLAT", AS AS DESCRIBED HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON, FOR PUBLIC UTILITY PURPOSES.

WITNESS _____ OWNER _____
PRINT NAME _____

WITNESS _____ OWNER _____
PRINT NAME _____

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR AND MAPPER:
THIS IS TO CERTIFY THAT I HAVE REVIEWED THIS REPLAT FOR CONFORMITY TO PART 1 OF CHAPTER 177, FLORIDA STATUTES, BUT HAVE NOT VERIFIED THE SURVEY DATA.

EXAMINED ON: _____

AND

APPROVED BY: _____
PROFESSIONAL SURVEYOR AND MAPPER

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:
THIS IS TO CERTIFY, THAT ON _____, THE FOREGOING REPLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

MAYOR _____

ATTEST: _____

CITY MANAGER _____ FILED FOR RECORD ON: _____

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

EXAMINED ON: _____

AND APPROVED AS TO LEGAL FORM & SUFFICIENCY BY:

CITY ATTORNEY _____

CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT:

EXAMINED ON: _____

AND APPROVED BY:

COUNTY HEALTH DEPARTMENT _____

RECEIVED AND FILED:
RECEIVED AND FILED FOR RECORD ON THIS DAY OF _____, A.D. 2021

CLERK OF THE COURT _____ DATE _____

CERTIFICATE OF SURVEYOR
I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "RED OAK ESTATES, LOT 9 REPLAT" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

DAVID M. DEREN P.S.M. _____ DATE _____
FLORIDA CERTIFICATE NO. 6946

SCALE: 1" = 40'
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DAVID M. DEREN P.S.M.
4605 N.W. 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609
PHONE: (352) 331-0010
PHONE: (352) 336-3363
FAX: (352) 336-1084
DERENLANDSURVEYING.COM



LAND DESCRIPTION:

LOT 9, RED OAK ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 84, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

SURVEYOR'S NOTES

- BEARINGS HEREON ARE BASED ON THE PLAT OF "RED OAK ESTATES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGE 84 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
- THE PURPOSE OF THIS REPLAT IS TO MODIFY THE EXISTING DRAINAGE EASEMENT AND BUILDING SETBACK LINES.
- THE ERROR OF CLOSURE OF THIS PLAT DOES NOT EXCEED 1':10,000'.
- THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
- IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. PANEL No. 120 OF 640, COMMUNITY PANEL No. "120664 0120 D" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.
- BOUNDARY SURVEY WAS COMPLETED ON 02-01-2021
- VERTICAL DATUM IS BASED ON NAVD 1988 AS ESTABLISHED FROM RECORDED PLAT BENCHMARKS.

NOTICE:

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

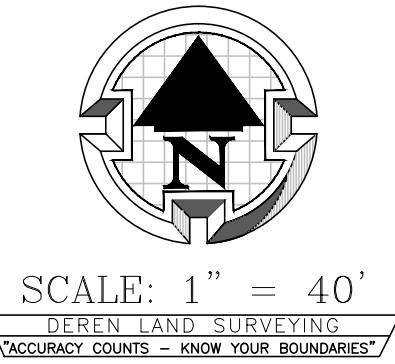
ALL PLATED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. 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. FLORIDA STATUTE 177.091 (28).

LINE TABLE	
LINE #	LINE BEARING AND DISTANCE
L1	N17°16'12"W 9.17'(R)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING AND DISTANCE
C1	157.57'(R)	500.00'(R)	19°12'34"(R)	79.53'(R)	N07°39'56"W 156.84'(R)

LEGEND:

- (R) RECORD MEASUREMENT
- (F) FIELD MEASUREMENT
- R/W RIGHT-OF-WAY
- O.R.B. OFFICIAL RECORDS BOOK
- P.G. PAGE
- ELEV. ELEVATION
- (R/F) REBAR & CAP FOUND
- ⊙ (N/D) NAIL & DISK FOUND



SCALE: 1" = 40'



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

June 30, 2021

Joe Montalto, Jr., P.E.
JMJ Consulting Engineering, LLC
309 SE 7th Street
Gainesville, FL 32601

**RE: Notice of Hearing to be Scheduled for Red Oak Estates Lot 9 Replat
Minor Subdivision**

Dear Mr Montalto:

On June 3, 2021 the City of Alachua received your updated application for the above referenced project.

Based on review of the materials submitted, the City has determined that the application can now be scheduled for a hearing before the Planning and Zoning Board.

You must provide two (2) *double-sided, three-hole punched, color sets* of the **complete** application package, seven (7) full size sets of plats and surveys, and a digital copy of all materials in PDF format on a CD *no later than 10 business days prior to the PZB Meeting at which your application is scheduled to be heard*. The application has been scheduled for the **July 13, 2021** Planning and Zoning Board meeting; therefore, the above referenced materials must be submitted to the City no later than 5 PM on **Thursday, July 1, 2021**. Materials may be submitted earlier than this date.

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
Planner

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



Civil Engineering | Land Planning
Surveying | Construction Services

Gainesville | St. Augustine

3530 NW 43rd Street
Gainesville, FL 32606

June 16, 2021

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

Re: Red Oaks Estates Lot 9 Replat

Dear Mr. Hall:

As you requested, we have reviewed the Red Oaks Estates Lot 9 Replat and Drainage Alteration submittal drawings and other materials provided to us for the above referenced project. The drawings reviewed were created by JMJ Consultants and dated 06/02/2021. Our review generated a few minor comments and recommendations that are outlined below.

C-3 – Compensation Storage Grading Plan

1. The basin side slopes shall be sodded to avoid erosion issues. The note specifies that slopes steeper than 4:1 shall be sodded, please revise to state that basin slopes 4:1 or steeper shall be sodded. Please remove dimension at top that denotes side slopes to be seeded and mulched.
2. A berm is needed along the south boundary of the basin.
3. The grading tiebacks are needed on the south side of the basin. There is an area near the western side of the basin which shows a 98 contour 3' from a 95.92 spot elevation on the property line. This will need to be adjusted as this would be significantly steeper than 3:1 as specified on the typical section.
4. Several of the basin tiebacks are incorrect on the north side of the basin. The 97 is shown going into the existing 96 contour.
5. Suggest showing the limits of silt fence for clarity.

Preliminary Lot 9 Replat

1. Recommend replacing shown monuments with monuments labeled PRM based on our interpretation of Florida Statute 177.091 Section 7. No response required.

Sincerely,

Christopher Potts, P.E.
Director of Engineering, JBrown Professional Group Inc.

Cc: Joseph Mantalto, Jr.



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

May 4, 2021

Joe Montalto, Jr., P.E.
JMJ Consulting Engineering, LLC
309 SE 7th Street
Gainesville, FL 32601

RE: Project Assistance Team (PAT) Summary:
Red Oak Estates Lot 9 Replat
Minor Subdivision (Final Plat) Application

Dear Mr. Montalto:

On May 1, 2021 the City of Alachua received your revised application materials for the minor subdivision of Lot 9 of Red Oak Estates, which proposes to replat an existing ± 5.00 acre lot (Parcel 04013-009-000) for purposes of altering the existing drainage easement shown on the plat. The revised application was submitted to address the completeness review comments issued to you in a letter dated April 26, 2021.

The application has been reviewed by the City's Project Assistance Team (PAT). Upon review of the application and materials, the following insufficiencies must be addressed.

Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **5:00 PM on Thursday, June 3, 2021**. 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 **July 13, 2021 Planning & Zoning Board (PZB) Meeting**.

Please address the following:

1. Chapter 177, Florida Statutes

- a. Per Section 177.041, F.S., a title opinion of an attorney at law licensed in Florida or a property information report showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication is required.

2. Miscellaneous

- a. Please dimension southern building setback/ easement line from southern property line.
- b. Please add note referencing recorded covenants and restrictions for Red Oak Estates.

3. Proposed Conditions

- a. A proposed condition will be included with this application to the Board, that requires that prior to scheduling final inspection for any residential building permit for the property a letter from the designing engineer, JMJ Consulting Engineer, shall be submitted to the City verifying that all on site improvements to the site have been completed in accordance with the approved plat and plans.

4. Outside Surveying Review

- a. The applicant must address the comments provided by Christopher Potts, P.E., of JBrown Professional Group Inc., in a letter dated May 12, 2021.

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

Sincerely,



Adam Hall, AICP
Principal Planner

Attachment: Letter from Christopher Potts, P.E., of JBrown Professional Group Inc of EDA Consultants, Inc., dated May 12, 2021.

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

May 12, 2021

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

Re: Red Oaks Estates Lot 9 Replat

Dear Mr. Hall:

As you requested, we have reviewed the Red Oaks Estates Lot 9 Replat and Drainage Alteration submittal drawings and other materials provided to us for the above referenced project. The drawings reviewed were created by JMJ Consultants and dated 04/19/2021. Our review generated a few minor comments and recommendations that are outlined below.

C-3 – Compensation Storage Grading Plan

1. Please clarify basin grading contours. The tie back contours do not appear to be drawn in correctly, particularly on the west side of the basin.
2. Please round off basin edges. Sharp corners are not constructible.
3. Please show additional topography to the south of the site. Concerns of the new basin top blocking flow form the south.
4. Please call out to sod slopes steeper than 4:1 on the typical section. This includes the basin side slopes and tie backs.
5. Will the 5' maintenance path be 3:1 on the right side of the basin?

Preliminary Lot 9 Replat

1. Please add city of Alachua to title block (177.091 Section 10)
2. Please add plat information to contiguous property or un-platted lands if so (177.091 Section 17)
3. Please add ties to controlling lines of original Plat (177.091 Section 17)
4. Please add PRM's to all corners (177.091 Section 7)

Sincerely,



Christopher Potts, P.E.
Sr. Engineering Manager, JBrown Professional Group Inc.

Cc: Joseph Mantalto, Jr.



City of Alachua

ADAM BOUKARI
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

INTER-OFFICE COMMUNICATION

DATE: May 12, 2021

TO: Kathy Winburn, AICP
Planning & Community Development Director

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

TR 5/12/2021

RE: Red Oak Estates Lot 9 Drainage Easement Alteration Plans

Public Services has reviewed the subject project (April 2021 Submittal) and offer the following comments. Review was specific to the Public Services Utilities.

NO.	COMMENTS
1.	Comment on Apr Submittal General Public Services has reviewed this submittal and has no comments.
END OF COMMENTS	

Please advise if you have any questions or require additional information.

cc: Justin Tabor – AICP Principal Planner

Adam Hall – AICP Principal Planner

Harry Dillard – Lead Engineering Technician



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

May 4, 2021

Joe Montalto, Jr., P.E.
JMJ Consulting Engineering, LLC
309 SE 7th Street
Gainesville, FL 32601

RE: Completeness Review of Red Oak Estates Lot 9 Replat Minor Subdivision Application

Dear Mr. Montalto:

On May 1, 2021 the City of Alachua received your revised application materials for the minor subdivision of Lot 9 of Red Oak Estates, which proposes to replat an existing $\pm$ 5.00 acre lot (Parcel 04013-009-000) for purposes of altering the existing drainage easement shown on the plat.

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.

An in-depth review of the content of the application will now be performed after the application and the findings of the in-depth review will be discussed at a Development Review Team (DRT) Meeting (if required).

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

Sincerely,

Adam Hall, AICP
Principal Planner

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



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

April 26, 2021

Joe Montalto, Jr., P.E.
JMJ Consulting Engineering, LLC
309 SE 7th Street
Gainesville, FL 32601

RE: Completeness Review of Red Oak Estates Lot 9 Replat Minor Subdivision Application

Dear Mr. Montalto:

On April 21, 2021 the City of Alachua received your application for the minor subdivision of Lot 9 of Red Oak Estates, which proposes to replat an existing $\pm$ 5.00 acre lot (Parcel 04013-009-000) for purposes of altering the existing drainage easement shown on the plat.

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 incomplete. Please provide the information below and resubmit the application.

The comments below are based solely on a preliminary review of your application for completeness. An in-depth review of the content of the application will be performed after the application is deemed to be complete, and the findings of the in-depth review will be discussed at a Development Review Team (DRT) Meeting.

Please address the following:

1. **Minor Subdivision Application Section D.8 Mailing Labels.** Two (2) sets of mailing labels for all property owners within 400' of the subject property boundaries and all persons/organizations registered to receive notice of development applications (attached). Please provide mailing labels.
2. **Title Certification.** Please note that an updated title certification will be required within 30 days of the Public Hearing before the City Commission. No action needed at this time.

Failure to respond to the identified deficiencies above within 45 days of this letter shall result in the administrative withdrawal of the application.

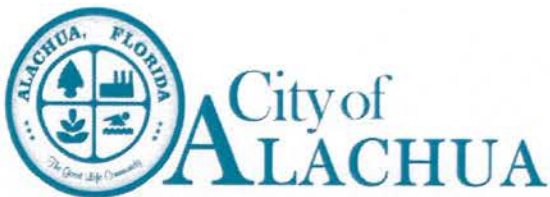
If you have any questions regarding the information above, please contact me at 386-418-6100 x 1603 or via e-mail at ahall@cityofalachua.com.

Sincerely,



Adam Hall, AICP
Planner

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



THE GOOD LIFE COMMUNITY

FOR OFFICE USE ONLY

Case #: _____
Application Fee: \$ _____
Filing Date: _____
Completeness Date: _____
Review Type: P&Z; CC

Minor Subdivision Application

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

A. PROJECT

1. Project Name: Drainage Easement Alteration Project for Lot 9 Red Oak Estates
2. Pre-Application Conference Date: January 12, 2021
3. Phase/Unit Number (if applicable): N/A
4. Address of Subject Property: 10858 NW 153rd Terrace, Alachua, Florida 32615
5. Parcel ID Number(s): 04013-009-000
6. Existing Use of Property: Vacant/Residential/Horse Pasture
7. Future Land Use Map Designation: Agriculture
8. Zoning Designation: Agriculture
9. Acreage: 5.01 Acres +/-

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Joe Montalto, Jr., P.E. Title: Project Engineer
Company (if applicable): JMJ Consulting Engineering, LLC
Mailing address: 309 SE 7th Street
City: Gainesville State: Florida ZIP: 32601
Telephone: 352-494-6225 FAX: _____ e-mail: jmontalto@windstream.net
3. If the applicant is agent for the property owner*:
Name of Owner (title holder): Kevin and Kelli Ross
Mailing Address: 8831 SW 2nd Lane
City: Gainesville State: Florida ZIP: 32608
State provide executed Authorized Agent Affidavit or other acceptable documentation (as deemed acceptable by the City in its sole discretion) which authorizes the agent to act on behalf of the property owner.

C. ADDITIONAL INFORMATION

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

D. ATTACHMENTS

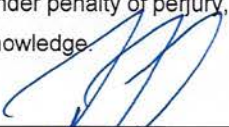
1. Plat, to include the following information and be prepared in accordance with the following criteria:
 - a. Sheet Size: 24" X 36" with 3" left margin and 1/2" top, bottom, and right margins.
 - b. Graphic scale, not to exceed one (1) inch equal to 50 feet.

- c. Name of subdivision shall be shown in bold legible letters, as required by Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
 - d. Name and address of subdivider.
 - e. North arrow, graphic scale, and date of plat drawing.
 - f. Vicinity map showing location with respect to existing streets, landmarks, etc., and acreage of the subdivision. The vicinity map shall be drawn to show clearly the required information, but shall not less than one (1) inch to 2,000 feet.
 - g. Exact boundary line of the property, determined by a boundary survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000. Survey shall be signed and sealed by the surveyor, and shall be no older than two (2) years.
 - h. Legal description of the property to be subdivided.
 - i. Acreage of adjacent land. If adjacent land is within a subdivision, identify the subdivision name, and recording information.
 - j. Location of streams, lakes, wetlands, and required buffers from such areas, and location of land designated as a special flood hazard area on FEMA FIRM panels.
 - k. Bearing and distance to permanent control points on the nearest existing street lines of bench marks or other permanent reference monuments [not less than three (3)].
 - l. When the City corporate limits traverse, are adjacent to, or are within 500 feet of the property, the boundary shall be accurately tied to the boundary lines of the subdivision by distance and angles.
 - m. The closest lot corner shall be accurately tied to the boundary lines of the subdivision by distance and angles.
 - n. Location, dimensions, and purpose of any land reserved or dedicated for public or common use.
 - o. Exact locations, width, and names of all streets within and adjacent to the subdivision.
 - p. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
 - q. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
 - r. Lots must be numbered in numerical order.
 - s. Location and description of required permanent reference monuments and markers.
 - t. Building setback lines.
 - u. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
 - v. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.
2. Title certification as required by Chapter 177.041, Florida Statutes.
 3. Proposed covenants and restrictions, if any. If the subdivision shall be subject to existing covenants and restrictions, an amendment to such covenants and restrictions shall be provided.
 4. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation (for residential development), stormwater, and public schools (for residential development) in accordance with Section 2.4.14 of the LDRs.
 5. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy).
 6. Legal description with tax parcel number: (1) on 8.5" x 11" paper; and (2) electronic file in Word format.
 7. For residential subdivisions, City of Alachua Public School Student Generation Form.
 8. Two (2) sets of mailing labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits (obtain from the Alachua County Property Appraiser's web site) – and all persons/organizations registered to receive notice of development applications (current list may be obtained from the Planning & Community Development Department).
 9. Proof of ownership (i.e., copy of deed).
 10. Proof of payment of taxes.

11. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District (SRWMD) or Self-Certification for a Stormwater Management System in Uplands Serving Less than 10 Acres of Total Project Area and Less than 2 Acres of Impervious Surfaces from the Florida Department of Environmental Protection pursuant to Section 403.814(12), Florida Statutes.
12. If access is from a County Road, access management permit from Alachua County Public Works.
13. If access is from a State Road, access management permit from Florida Department of Transportation.
14. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any costs associated with outside professional consulting services deemed necessary by the City in its sole discretion will be billed to the applicant at the rate of the consultant. The invoice for such services shall be paid in full prior to any public hearings on the application.

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

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



Signature of Applicant

Joe Montalto, Jr., P.E.

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 20th/4, 2021, by _____ who executed the same

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



Signature of Notary

Print Name: C. Bowen

Notary Public, State of Florida

My Commission Expires: 18 FEB 2025





July 1, 2021

Mr. Adam Hall, Planner
Planning and Zoning Department
City of Alachua
15100 NW 142nd Terrace
Alachua, Florida 32615

**REVISED PLANS, PLAT AND DOCUMENTS
RED OAK RANCH ESTATES
LOT 9 - DRAINAGE EASEMENT MODIFICATION
MINOR SUBDIVISION APPLICATION
TAX PARCEL NO. 04013-009-000
ALACHUA, FLORIDA**

Dear Adam:

Please find attached the Revised Plans, Plat and Documents Package for proposed drainage easement modification for Lot 9 of the Red Oak Ranch Estates Subdivision.

Two (2) color copies, double sided, of the following items are included in this submittal package:

- ✓ Cover Letter
- ✓ Minor Subdivision Application with the following attachments:
- ✓ Agent Affidavit
- ✓ Tile Certification
- ✓ Subdivision Covenants and Restrictions
- ✓ Concurrency Impact Analysis
- ✓ Consistency with the Comprehensive Plan Analysis
- ✓ Legal Description
- ✓ Public School Generation Form
- ✓ Proof of Ownership
- ✓ Proof of Payment of Taxes
- ✓ Suwannee River Water Management District (SRWMD) ERP Permit
- ✓ Surrounding Property Owners (400') and Interested Parties Mailing Labels
- ✓ Pre-Application Conference Meeting Memorandum
- ✓ Flash Drive Containing Files for all the submitted documents.

Joe Montalto, Jr. Consulting Engineer, LLC

jmontalto@windstream.net

www.jmjengineering.com



Seven (7), signed and sealed, bound, 24" X 36", color copies of the following items are included in this submittal package:

- ✓ Preliminary Plat and Construction Plan Set containing the following items:
 - o C-1 Cover Sheet
 - o C-2 Compensating Storage – Existing Floodplain Impacts/Calculations
 - o C-3 Compensating Storage – Grading Plan/Calculations
 - o S-1 Boundary, Topographic and Tree Survey
 - o P-1 Preliminary Plat

The following is a description of the project along:

PROJECT DESCRIPTION SUMMARY

The proposed project is to modify the platted Lot 9 100 Year Floodplain Boundary to accommodate a reconfigured building pad area from what was originally shown on the subdivision plat. The modifications will use compensating storage procedure to adjust the floodplain boundary to another location within Lot 9. There will be no net loss within the floodplain.

Please let me know if you will need any additional information. Thank you for your assistance with this project.

Sincerely,

JMJ

A handwritten signature in blue ink, appearing to read 'Joe Montalto, Jr.'.

Joe Montalto, Jr., P.E., Project Engineer

Enc.

Cc: Kevin Ross

Joe Montalto, Jr. Consulting Engineer, LLC

jmontalto@windstream.net

www.jmjengineering.com



Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: _____
Parcel ID Number(s): _____
Acreage: _____

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: _____ Title: _____
Company (if applicable): _____
Mailing Address: _____
City: _____ State: _____ ZIP: _____
Telephone: _____ FAX: _____ e-mail: _____

C. AUTHORIZED AGENT

Name: _____ Title: _____
Company (if applicable): _____
Mailing address: _____
City: _____ State: _____ ZIP: _____
Telephone: _____ FAX: _____ e-mail: _____

D. REQUESTED ACTION:

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

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of _____ County of _____

The foregoing application is acknowledged before me this _____ day of _____, 20____, by _____

_____, who is/are personally known to me, or who has/have produced _____
as identification.

NOTARY SEAL

Signature of Notary Public, State of _____



MEMORANDUM

January 13, 2021

TO: File No. 2020.19

FROM: Joe Montalto, Jr.

**CITY OF ALACHUA PRE-APPLICATION MEETING
RED OAK RANCH ESTATES LOT 9 DRAINAGE EASEMENT MODIFICATION
ALACHUA COUNTY TAX PARCEL ID# 04013-009-000
ALACHUA, FLORIDA**

A Pre-Application Meeting was held with representatives of the City of Alachua Planning Department, the Owner and JMJ Consulting Engineering, LLC, at 10:00 AM, on Tuesday, January 12, 2021 using Zoom: Video Conferencing. The following people were in attendance:

<u>ATTENDEES</u>	<u>REPRESENTING</u>	<u>TELEPHONE NO.</u>	<u>E-MAIL ADDRESS</u>
Adam Hall	Planner	(386) 418-6125	ahall@cityofalachua.com
Justin Tabor	Principal Planner	(386) 418-6100	jtabor@cityofalachua.org
Kathy Winburn	Planning Director	(386) 418-6100	kwinburn@cityofalachua.com
Kevin Ross	Owner/Developer	(352) 258-6763	kross@apradvantage.com
Joe Montalto, Jr., P.E.	JMJ Consulting Eng	(352) 494-6225	jmontalto@windstream.net

MEETING SUMMARY

Upon completion of a general description of the project and a review of information submitted information submitted to Adam Hall, Planner, by Joe Montalto, Jr., P.E., JMJ Project Engineer, (see attachments) the following issues were discussed at the meeting:

1. The proposed modifications to the Drainage Easement would include moving the existing platted "building pad" to the west to accommodate the new Ross residence and save several existing trees currently located within the building pad. The result of this move would cause encroachment beyond the 100 Year Flood Limits (97.42') as defined in the original construction which was used to define the Drainage Easement on the recorded plat. The impact to the floodplain would be mitigated by creating an area to the south, between the relocated "building pad" and the road right-of-way to accommodate the volume displaced by the encroachment. This methodology is called the "compensating storage" approach.

Joe Montalto, Jr. Consulting Engineer, LLC

jmontalto@windstream.net

www.jmjengineering.com



2. The proposed “compensating storage” methodology would involve preparing calculations to determine the displaced volume and preparing a construction plan showing the area to be excavated and connected to the 100 Year floodplain as defined on the existing construction plans and recorded plat.
3. A topographic survey is being prepared for Lot 9 so the impacts to the floodplain can be calculated and a plan developed.
4. The City of Alachua will require a review of the calculations and construction plans the Public Services Department and by the City’s Engineering Consultant.
5. A Minor Subdivision – Single Lot Replat permitting process will be required and will include the following:
 - a. A Preliminary Plat Submittal with a Pre-Application Meeting
 - b. Attendance and presentation to the Planning and Zoning Board
 - c. Attendance and presentation to the City Commission
6. A Single Lot Replat Fee and an “outside consultant” review fee will be required for this project.
7. The calculations, plans, and Preliminary Plat can be submitted for review at the same time.
8. The following time frames for review will apply if the first submittal is deemed complete:
 - a. Submittals are accepted at the last business day of the month.
 - b. Completion of the staff review, Planning and Zoning Meeting, and City Commission Meeting should take approximately 3 to 3 ½ months before final approval.
9. The Suwannee River Water Management District (SRWMD) Chief Engineer, Leroy Marshall, P.E. has accepted the proposed methodology and stated that he had recently reviewed a similar proposal for Lot 11 of the Red Oak Ranch Estates Subdivision.

Post Meeting Actions

- ✓ *Adam Hall provided the Single Lot Replat Fee (see attachments)*

Enc.

Cc: Kevin and Kelli Ross w/attachments (via e-mail)
Adam Hall w/attachments (via e-mail)

Joe Montalto, Jr. Consulting Engineer, LLC

jmontalto@windstream.net

www.jmjengineering.com

From: jmontalto@windstream.net
To: [Adam Hall\(ad_hall@cityofalachua.org\)](mailto:Adam.Hall(ad_hall@cityofalachua.org))
Cc: "Justin Tabor"
Subject: RE: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification
Date: Tuesday, January 12, 2021 11:08:00 AM
Attachments: [image001.png](#)

From: Marshall, Leroy <Leroy.Marshall@srwmd.org>
Sent: Wednesday, January 6, 2021 2:25 PM
To: jmontalto@windstream.net; 'Adam Hall' <ad_hall@cityofalachua.org>
Cc: Kelli Ross <kellierin316@gmail.com>; Kevin Ross <kross@apradvantage.com>; Zybelle, Sara <Sara.Zybelle@srwmd.org>
Subject: RE: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification

All,

I am Ok with the concept for the lot design. We would review the single family lot as one authorization, then the replat as a separate authorization.

If you have any further questions or concerns, please feel free to contact me.

Thanks

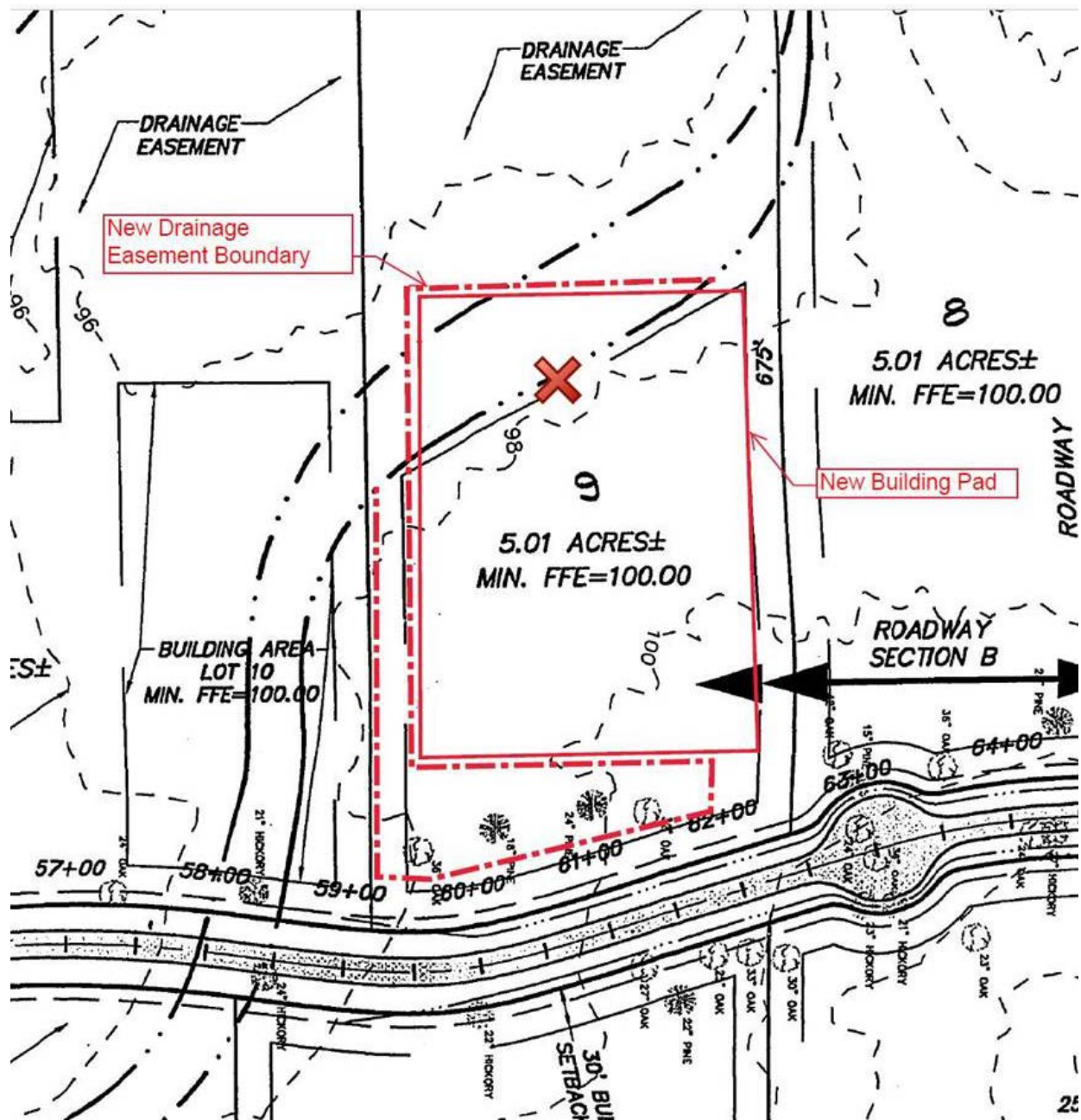
Leroy Marshall, P.E., PMP, CFM
Chief Professional Engineer
Office of Engineering/ERP
Suwannee River Water Management District
www.mysuwanneeriver.com



From: jmontalto@windstream.net <jmontalto@windstream.net>
Sent: Tuesday, January 5, 2021 4:34 PM
To: 'Adam Hall' <ad_hall@cityofalachua.org>
Cc: Marshall, Leroy <Leroy.Marshall@srwmd.org>; Kelli Ross <kellierin316@gmail.com>; Kevin Ross <kross@apradvantage.com>
Subject: RE: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification

Adam,

Thank you for your initial review and acceptance of the "concept" mythology. I have also been coordinating and corresponding with Leroy Marshall P.E., SRWMD Chief Engineer, and he is OK with the "concept" as modified in the following image. The modifications show that the revised Drainage Easement is to be entirely contained within Lot 9.



A topographic survey of Lot 9 will be prepared so I can prepare the Compensating Storage Plan.

Yes, please schedule a Pre-Application Meeting.

Thank you for your rapid response.

Joe

Joe Montalto, Jr., P.E.
JMJ Consulting Engineering, LLC

www.jmjengineering.com
jmontalto@windstream.net
(352) 494-6225

From: Adam Hall <ad_hall@cityofalachua.org>
Sent: Tuesday, January 5, 2021 3:06 PM
To: jmontalto <jmontalto@windstream.net>
Subject: Re: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification

Joe:

I think that in concept your proposal would work, but the City would need to review from engineering perspective to ensure that the change wouldn't negatively impact the other properties that are a part of the shared drainage easement. I am not immediately aware of the data that they might be looking for (topo survey for entire drainage area may be needed, for example). That said, the method by which to modify this easement would likely be a minor subdivision (single lot replat), which requires a pre-application meeting, one hearing before the Planning and Zoning Board, and one before the City Commission.

If you would like to schedule a pre-application meeting, please let me know.

Thank you!

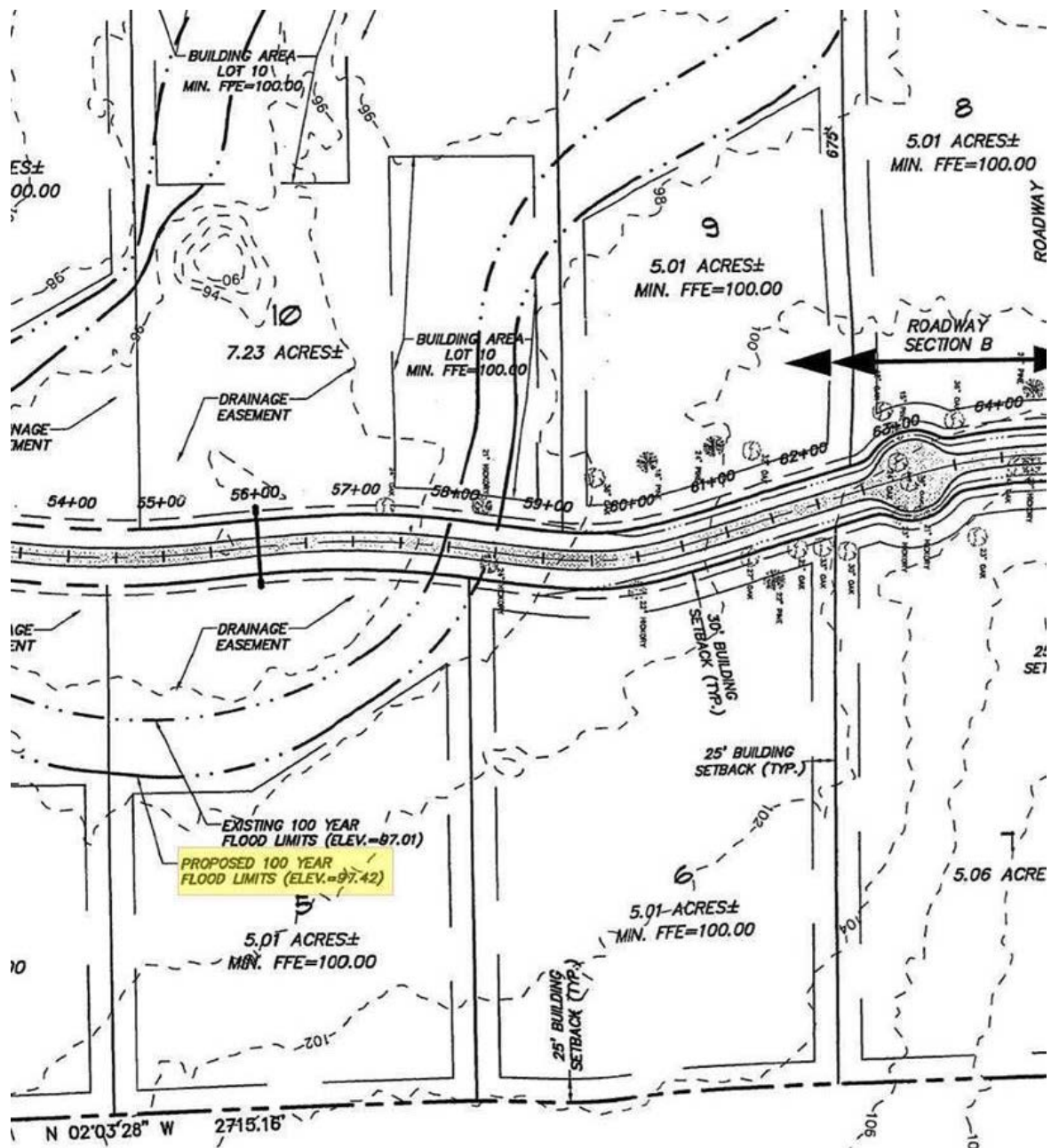
Adam Hall
City of Alachua

From: "jmontalto" <jmontalto@windstream.net>
To: "Adam Hall" <ad_hall@cityofalachua.org>
Sent: Tuesday, January 5, 2021 11:07:52 AM
Subject: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification

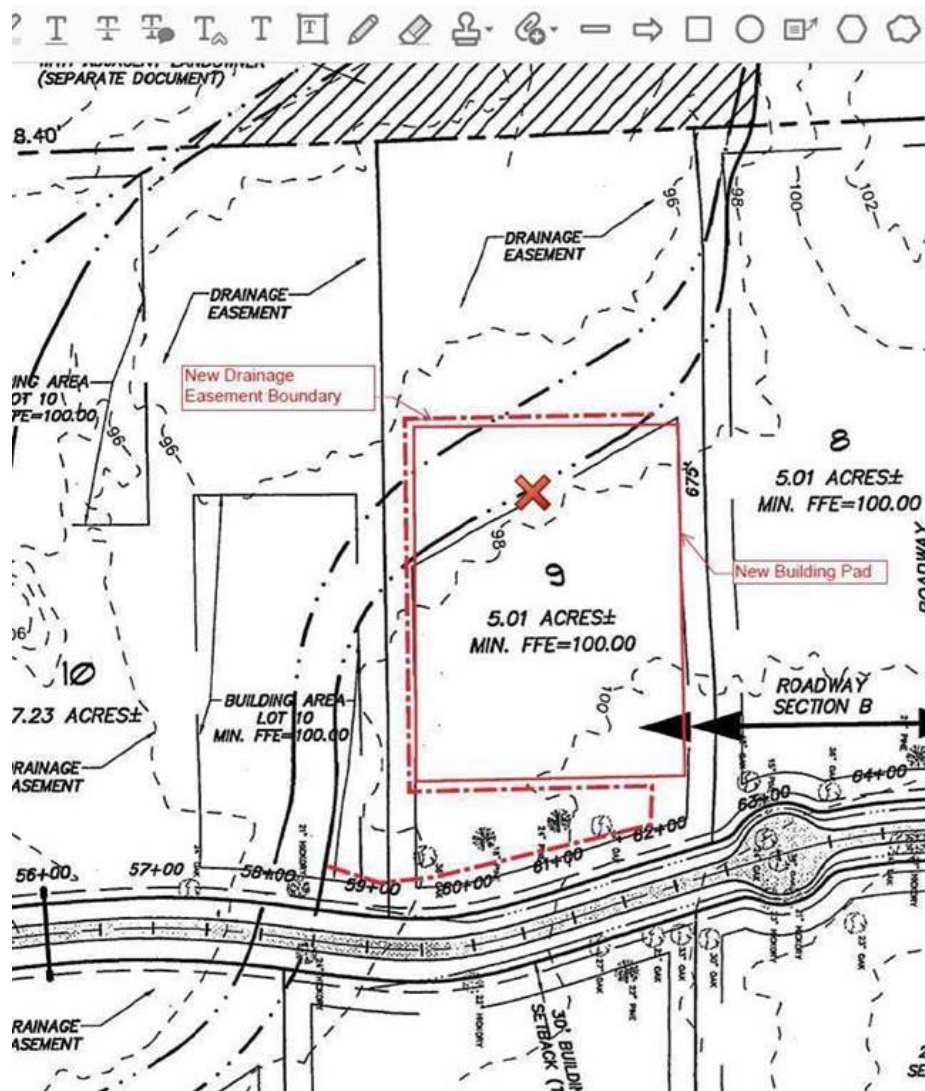
Adam,

On behalf of my Clients, Kelli and Kevin Ross, I am making an inquiry as to what would be involved to modify the Drainage Easement Location of their Lot 9, Red Oak Ranch Estates, located within the corporate limits of the City of Alachua, Alachua County. Kelli and Kevin are planning to build their new home on the lot but the current Drainage Easement configuration will not accommodate their home and save the existing trees they are trying to preserve on the site.

It appears from my review of the plans and calculations that the Drainage Easement boundary elevation for the 100 Year Critical Storm Event, 97.42', is the "basis" for the building pad and easement as shown in the following image:



The image below is a preliminary schematic showing how the Drainage Easement could be revised. I believe the simplest and most direct methodology would be to use a "compensating storage" approach. That is to adjust the easement line to the location shown in the image below, calculate the volume of fill that would be added to the "building pad area" and excavate that volume in an area outside of the existing drainage easement and adjust the easement line through a replating process to include the new building pad configuration. The revised building pad and Drainage Easement on the lot would look similar to what is shown in the following image (the exact configuration would be based on the "volume" of fill area impacted):



If you concur with this approach I will obtain a topographic survey of the lot, calculate the volume of fill in the area of encroachment beyond the 97.42' elevation boundary and create a plan showing the area for compensating storage at the approximate location shown on the schematic to accommodate the impacted volume.

Please let me know if you concur with this approach and let me know the City of Alachua requirements to permit this modification.

Thank you and Happy New Year,

Joe

Joe Montalto, Jr., P.E.
JMJ Consulting Engineering, LLC
www.jmjengineering.com
jmontalto@windstream.net

(352) 494-6225

CAUTION: This email originated from outside the City.

DO NOT respond, click, or open attachments unless you recognize the sender **(name AND email address)** and know the content is safe.

Should there still be any question on the origin of this email, contact the IT Department immediately.

All E-mail sent to and from this address may be public records. The Suwannee River Water Management District does not allow use of the District E-mail system and other equipment for non-business related purposes.

From: [Adam Hall](#)
To: [jmontalto](#)
Cc: [Kelli Ross](#); [Kevin Ross](#)
Subject: Re: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification
Date: Wednesday, January 6, 2021 8:21:19 AM

Joe:

It will be a Zoom meeting. Invite is below:

City of Alachua Planning Department is inviting you to a scheduled Zoom meeting.

Topic: Red Oak Crossing Lot 9 Drainage Easement
Time: Jan 12, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/88015103610?pwd=V0ZHVHhraDVzStHqNERmTzBKSExoZz09>

Meeting ID: 880 1510 3610
Passcode: 945089
One tap mobile
+17866351003,,88015103610# US (Miami)
+16513728299,,88015103610# US (Minnesota)

Dial by your location
+1 786 635 1003 US (Miami)
+1 651 372 8299 US (Minnesota)
+1 929 205 6099 US (New York)
+1 267 831 0333 US (Philadelphia)
+1 301 715 8592 US (Washington D.C.)
+1 312 626 6799 US (Chicago)
+1 470 250 9358 US (Atlanta)
+1 470 381 2552 US (Atlanta)
+1 646 518 9805 US (New York)
+1 720 928 9299 US (Denver)
+1 971 247 1195 US (Portland)
+1 213 338 8477 US (Los Angeles)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 602 753 0140 US (Phoenix)
+1 669 219 2599 US (San Jose)
+1 669 900 6833 US (San Jose)

Meeting ID: 880 1510 3610

From: "jmontalto" <jmontalto@windstream.net>
To: "Adam Hall" <ad_hall@cityofalachua.org>
Cc: "Kelli Ross" <kellierin316@gmail.com>, "Kevin Ross" <kross@apradvantage.com>
Sent: Tuesday, January 5, 2021 5:02:32 PM
Subject: RE: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification

Adam,

Yes, Tuesday, January 12, 2021 will work for me

Will this be a Zoom Meeting or at the City Offices? Please let me know.

Thank you,

Joe

Joe Montalto, Jr., P.E.
JMJ Consulting Engineering, LLC
www.jmjengineering.com
jmontalto@windstream.net

(352) 494-6225

From: Adam Hall <ad_hall@cityofalachua.org>

Sent: Tuesday, January 5, 2021 4:44 PM

To: jmontalto <jmontalto@windstream.net>

Cc: Marshall, Leroy <Leroy.Marshall@srwmd.org>; Kelli Ross <kellierin316@gmail.com>; Kevin Ross <kross@apradvantage.com>

Subject: Re: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification

Joe: Will next Tuesday, January 12 at 10 AM work?

Thank you,

Adam Hall
City of Alachua

From: "jmontalto" <jmontalto@windstream.net>

To: "Adam Hall" <ad_hall@cityofalachua.org>

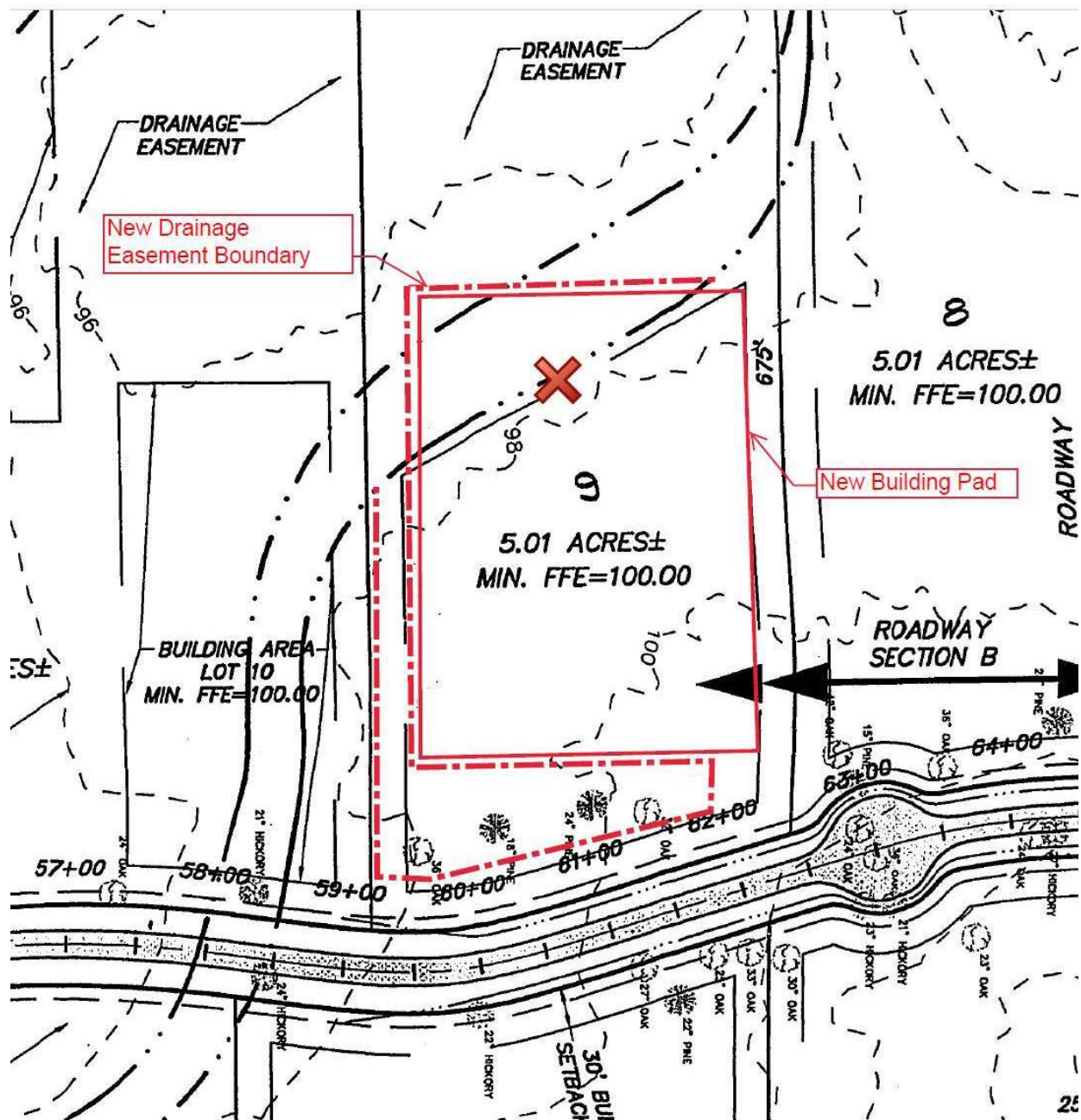
Cc: "Marshall, Leroy" <Leroy.Marshall@srwmd.org>, "Kelli Ross" <kellierin316@gmail.com>, "Kevin Ross" <kross@apradvantage.com>

Sent: Tuesday, January 5, 2021 4:34:01 PM

Subject: RE: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification

Adam,

Thank you for your initial review and acceptance of the "concept" mythology. I have also been coordinating and corresponding with Leroy Marshall P.E., SRWMD Chief Engineer, and he is OK with the "concept" as modified in the following image. The modifications show that the revised Drainage Easement is to be entirely contained within Lot 9.



A topographic survey of Lot 9 will be prepared so I can prepare the Compensating Storage Plan.

Yes, please schedule a Pre-Application Meeting.

Thank you for your rapid response.

Joe

Joe Montalto, Jr., P.E.
 JMJ Consulting Engineering, LLC
www.jmjengineering.com
jmontalto@windstream.net

(352) 494-6225

From: Adam Hall <ad_hall@cityofalachua.org>

Sent: Tuesday, January 5, 2021 3:06 PM

To: jmontalto <jmontalto@windstream.net>

Subject: Re: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification

Joe:

I think that in concept your proposal would work, but the City would need to review from engineering perspective to ensure that the change wouldn't negatively impact the other properties that are a part of the shared drainage easement. I am not immediately aware of the data that they might be looking for (topo survey for entire drainage area may be needed, for example). That said, the method by which to modify this easement would likely be a minor subdivision (single lot replat), which requires a pre-application meeting, one hearing before the Planning and Zoning Board, and one before the City Commission.

If you would like to schedule a pre-application meeting, please let me know.

Thank you!

Adam Hall
City of Alachua

From: "jmontalto" <jmontalto@windstream.net>

To: "Adam Hall" <ad_hall@cityofalachua.org>

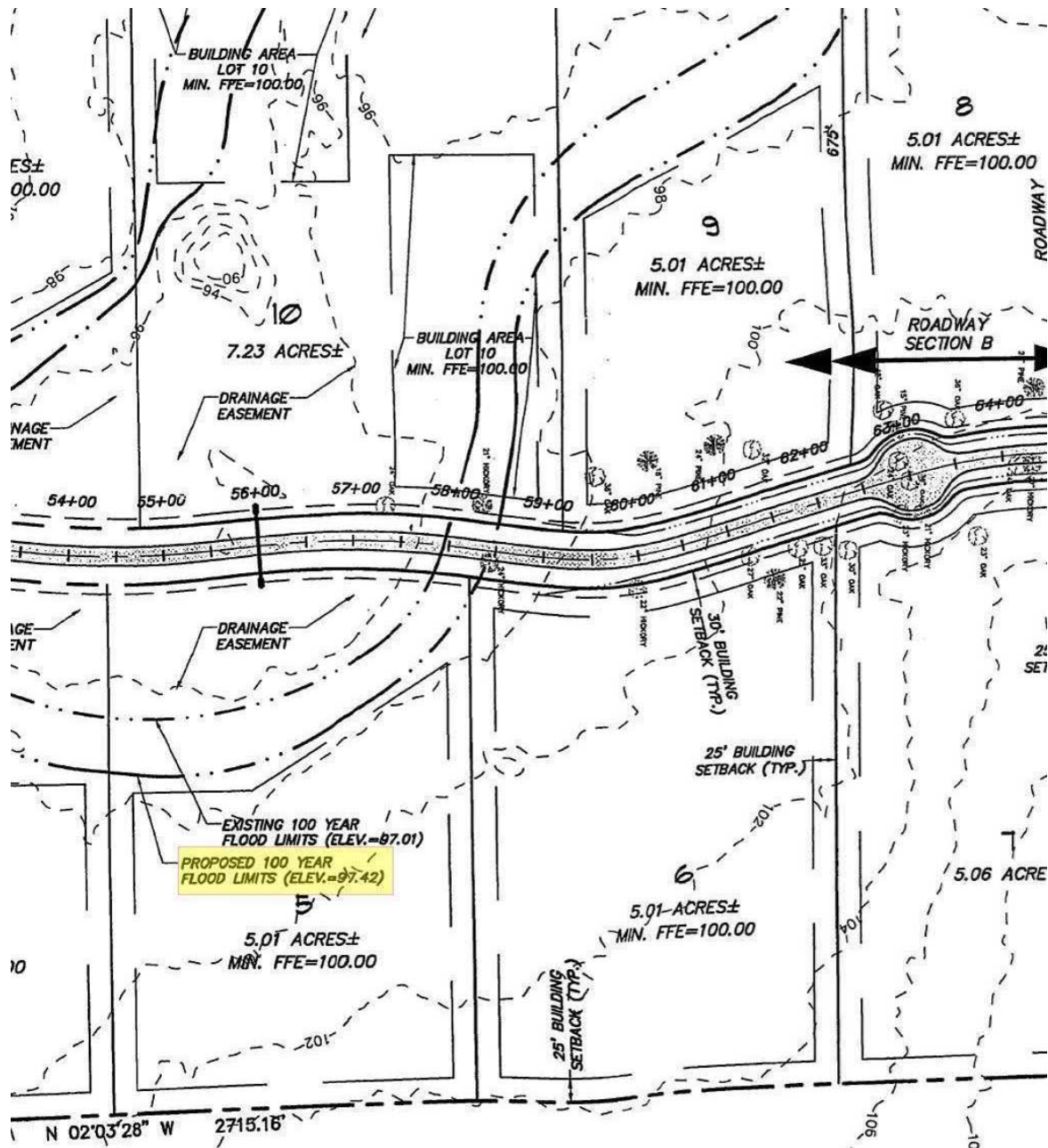
Sent: Tuesday, January 5, 2021 11:07:52 AM

Subject: RED OAK RANCH ESTATES -ERP No. 203323-1 - Lot 9 Drainage Easement Modification

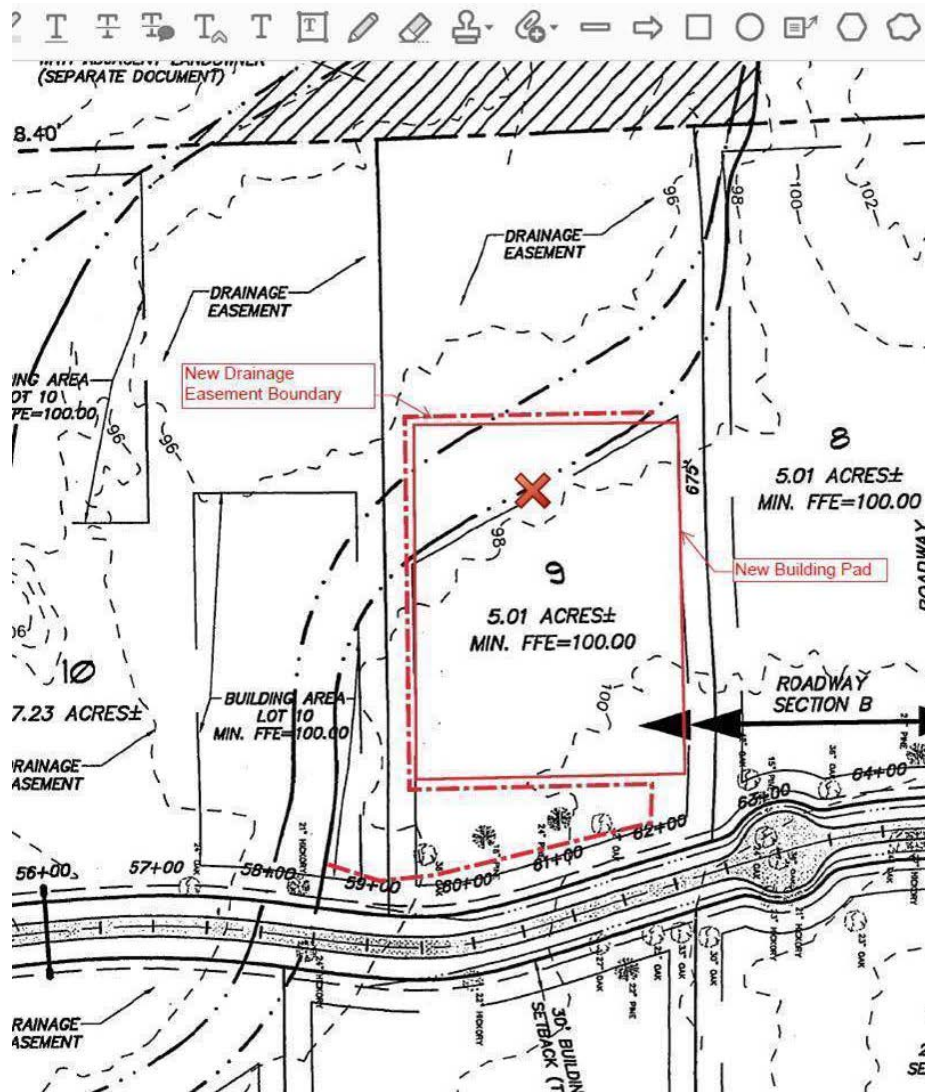
Adam,

On behalf of my Clients, Kelli and Kevin Ross, I am making an inquiry as to what would be involved to modify the Drainage Easement Location of their Lot 9, Red Oak Ranch Estates, located within the corporate limits of the City of Alachua, Alachua County. Kelli and Kevin are planning to build their new home on the lot but the current Drainage Easement configuration will not accommodate their home and save the existing trees they are trying to preserve on the site.

It appears from my review of the plans and calculations that the Drainage Easement boundary elevation for the 100 Year Critical Storm Event, 97.42', is the "basis" for the building pad and easement as shown in the following image:



The image below is a preliminary schematic showing how the Drainage Easement could be revised. I believe the simplest and most direct methodology would be to use a "compensating storage" approach. That is to adjust the easement line to the location shown in the image below, calculate the volume of fill that would be added to the "building pad area" and excavate that volume in an area outside of the existing drainage easement and adjust the easement line through a replating process to include the new building pad configuration. The revised building pad and Drainage Easement on the lot would look similar to what is shown in the following image (the exact configuration would be based on the "volume" of fill area impacted):



If you concur with this approach I will obtain a topographic survey of the lot, calculate the volume of fill in the area of encroachment beyond the 97.42' elevation boundary and create a plan showing the area for compensating storage at the approximate location shown on the schematic to accommodate the impacted volume.

Please let me know if you concur with this approach and let me know the City of Alachua requirements to permit this modification.

Thank you and Happy New Year,

Joe

Joe Montalto, Jr., P.E.
JMJ Consulting Engineering, LLC
www.jmjengineering.com
jmontalto@windstream.net
 (352) 494-6225

CAUTION: This email originated from outside the City.

DO NOT respond, click, or open attachments unless you recognize the sender **(name AND email address)** and know the content is safe.

Should there still be any question on the origin of this email, contact the IT Department immediately.

CAUTION: This email originated from outside the City.

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DO NOT respond, click, or open attachments unless you recognize the sender **(name AND email address)** and know the content is safe.

Should there still be any question on the origin of this email, contact the IT Department immediately.

From: [Adam Hall](#)
To: [jmontalto](#)
Subject: Single Lot Replat Fee
Date: Tuesday, January 12, 2021 10:47:32 AM

Joe:

The single lot replat fee is \$800 (plus outside review costs) and I did not receive the revised email you referenced in your voicemail.

Thanks,

--

Adam Hall, [AICP](#) | Planner | Office of Planning and Community
Development

City of Alachua | ahall@cityofalachua.com | Phone: 386.418.6121 | Direct:
386.418.6125



**STATEMENT OF PROPOSED USE/COMPREHENSIVE PLAN CONSISTENCY
RED OAK RANCH ESTATES
LOT 9, ALACHUA COUNTY TAX PARCEL NO. 04013-009-000
DRAINAGE EASEMENT MODIFICATION
MINOR SUBDIVISION**

Statement of Proposed Use

The proposed project application is to modify a 100 Year Floodplain Boundary on a platted lot, Lot 9, in the Red Oak Ranch Subdivision. Lot 9 is zoned Agricultural and is designated as Agricultural on the Future Land Use Map. The proposed modifications to the Final Plat meet the standards outlined in Section 2.4.10 (F) Minor Subdivision

Comprehensive Plan Consistency

The proposed subdivision plat is consistent with the applicable policies outlined in the Comprehensive Plan and are listed below:

Future Land Use Element

Objective 1.1: Agriculture

The City shall establish an Agriculture land use category in order to maintain agriculture operations within the city limits as well as preserve the rural character and small-town charm of Alachua.

Policy 1.1.a: Residential uses: Except as otherwise provided for in the Comprehensive Plan for conservation subdivisions, residential uses within with Agriculture land use category shall be developed at a maximum density of 1 dwelling unit per 5 acres. The following residential uses are allowed within the Agriculture land use category:

1. Single family detached dwelling units;
2. Manufactured, modular, and mobile homes, not to include mobile home parks;
3. Accessory dwelling units; and,
4. Group Living, as provided by special exception

Response: The Single Family Use is allowable in Agricultural Zoning Districts. The proposed modifications to the Minor Subdivision Plat are allowable in underlying Agricultural future land use district.

Joe Montalto, Jr. Consulting Engineering, LLC

jmontalto@windstream.net

www.jmjengineering.com



Natural Features Element

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 impacts on the natural terrain.

Response: The subject property contains no environmentally sensitive areas or significant topographic features.

Housing Element

Policy 1.1.a: The City shall encourage development of a variety of housing types including conventional single family homes...mobile homes and manufactured homes, and shall ensure that appropriate land use designations and zoning districts exist to accommodate each type.

Response: The proposed minor subdivision promotes a variety of single family home sites which is consistent with the underlying future land use designation.

Conservation and Open Space

Objective 1.1: Conservation Designations

The City shall provide additional protection to particularly sensitive natural resources, habitats and ecosystems by establishing conservation designations, with specific uses, buffers and management protocol.

Policy 1.1.a: The City shall establish a conservation land use category for publicly or privately owned lands on which certain identifiable features, such as flowing surface water bodies, wetlands, flood plains, wellfield protection areas, unique geologic characteristics, and listed plant and wildlife habitat that require enhanced oversight and regulatory protection. Land use regulations for designated

Joe Montalto, Jr. Consulting Engineering, LLC

jmontalto@windstream.net

www.jmjengineering.com



conservation areas will consider the vulnerability of susceptible features and vary accordingly.

Response: The proposed modifications will have no impact the function of the floodplain. The minor subdivision 5-acre tracts preserve much of the natural environment surrounding the homesites as open space.



**CONCURRENCY IMPACT ANALYSIS
RED OAK RANCH ESTATES
LOT 9, ALACHUA COUNTY TAX PARCEL NO. 04013-009-000
DRAINAGE EASEMENT MODIFICATION
MINOR SUBDIVISION**

Project Description

The proposed project is to modify a 100 Year Floodplain Boundary on a platted lot, Lot 9, in the Red Oak Ranch Subdivision. The following analysis shows that the proposed project qualifies for an exemption from concurrency as described in the City of Alachua Land Development Regulations (LDR) in Section 2.4.14 (C) "development with a de minimis or no impact to public facilities:

Potable Water

Modification of the 100 Year Floodplain Boundary will have no impact on the Potable Water Demands of the Single-Family Residence that is proposed for the site. Concurrency for Potable Water Demands were addressed with the original Red Oak Ranch Subdivision approval process prior to the recording of this platted subdivision on November 21, 2005.

Sanitary Sewer

Modification of the 100 Year Floodplain Boundary will have no impact on the Sanitary Sewer Demands of the Single-Family Residence that is proposed for the site. Concurrency for Sanitary Sewer Demands were addressed with the original Red Oak Ranch Subdivision approval process prior to the recording of this platted subdivision on November 21, 2005.

Transportation

Modification of the 100 Year Floodplain Boundary will have no impact on the Transportation Demands of the Single-Family Residence that is proposed for the site. Concurrency for Transportation Demands were addressed with the original Red Oak Ranch Subdivision approval process prior to the recording of this platted subdivision on November 21, 2005.

Solid Waste

Modification of the 100 Year Floodplain Boundary will have no impact on the Solid Waste Demands of the Single-Family Residence that is proposed for the

Joe Montalto, Jr. Consulting Engineering, LLC

jmontalto@windstream.net

www.jmjengineering.com



site. Concurrency for Solid Waste Demands were addressed with the original Red Oak Ranch Subdivision approval process prior to the recording of this platted subdivision on November 21, 2005.

Recreation

Modification of the 100 Year Floodplain Boundary will have no impact on the Recreation Demands of the Single-Family Residence that is proposed for the site. Concurrency for Recreation Demands were addressed with the original Red Oak Ranch Subdivision approval process prior to the recording of this platted subdivision on November 21, 2005.

Stormwater

Modification of the 100 Year Floodplain Boundary will have no impact on the Stormwater Demands of the Single-Family Residence that is proposed for the site. Impacts to the 100 Floodplain Boundary are being mitigated using Compensating Storage thereby negating any impacts. Concurrency for Stormwater Demands were addressed with the original Red Oak Ranch Subdivision approval process prior to the recording of this platted subdivision on November 21, 2005.

Public Schools

Modification of the 100 Year Floodplain Boundary will have no impact on the Public School Demands of the Single-Family Residence that is proposed for the site. Concurrency for Public School Demands were addressed with the original Red Oak Ranch Subdivision approval process prior to the recording of this platted subdivision on November 21, 2005.

LEGAL DESCRIPTION

ALACHUA COUNTY TAX PARCEL NO.: 04013-009-000

LAND DESCRIPTION: (OFFICAL RECORDS BOOK 4815, PAGE 1303)

LOT 9, RED OAK ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN
PLAT BOOK 26, PAGE 84, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

Successfully checked out.

Thank you for your payment.

An email confirmation will be sent to kross@apradvantage.com.

Receipt Number
20-0007232

Payment Date
11/09/2020 08:46AM

Order Summary

 PROPERTY TAX

2020 Annual bill

Account 04013 009 000
ZEPPELIN INC
1261 NW 76TH BLVD
GAINESVILLE, FL 32606

\$106.55

Processing Fee	+	\$2.66
Payment	-	\$109.21
Balance		\$0.00

Transaction Details

Using Credit Or Debit Card
Account ending in 7090

Paid By
Kevin Ross
kross@apradvantage.com



Stephen R. Wing
67 Coast Road, RDI
Waikouaiti 9471

Rob and Naomis Edmunds II
4847 NW 58th Street
Gainesville, Florida 32653

Michael B. & Barbara J. Rozboril
10939 NW 153rd Terrace
Alachua, Florida 32615

Field of Gold Farms, LLC
10939 NW 153rd Terrace
Alachua, Florida 32615

George T. & Margo B. Cook
10723 NW 153rd Terrace
Alachua, Florida 32615

John W. & Sharon K. Himenz
10742 NW 153rd Terrace
Alachua, Florida 32615

Chestnut Hill Investments, Inc.
15105 NW 94th Avenue
Alachua, Florida 32615

Browskowski *Browskowski-Loveday
PO Box 1173
Alachua Florida 32616-1173

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
PO Box 115050
GAINESVILLE, FL 32611

Craig Parentea, FDEP
4801 Camp Ranch Road
GAINESVILLE, FL 32641

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

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

Lynn Coullias
7406 NW 126th Ave
Alachua, FL 32615

Lisa Jenkins
P.O. Box 1071
Alachua, FL 32616

Hugh & Jean Calderwood
P.O. Box 2307
Alachua, FL 32616



THE GOOD LIFE COMMUNITY

FOR PLANNING USE ONLY

Case #: _____
Application Fee: \$ _____
Filing Date: _____
Acceptance Date: _____
Review Type: Admin

Public School Student Generation Form for Residential Development in the City of Alachua

A. APPLICANT

1. Applicant's Status (check one):

☐ Owner (title holder)

☒ Agent

2. Name of Applicant(s) or Contact Person(s): Joe Montalto, Jr., P.E. Title: Project Engineer

Company (if applicable): JMJ Consulting Engineering, LLC

Mailing address: 309 SE 7th Street

City: Gainesville State: Florida ZIP: 32601

Telephone: 352-494-6225 FAX: _____ e-mail: jmontalto@windstream.net

3. If the applicant is agent for the property owner*:

Name of Owner (title holder): Kevin and Kelli Ross

Mailing Address: 8831 SW 2ndf Lane

City: Gainesville State: Florida ZIP: 32608

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

B. PROJECT

1. Project Name: Drainage Easement Alteration Project for Lot 9 Red Oak Estates

2. Address of Subject Property: 10858 NW 153rd Terrace, ALACHUA, FL 32615

3. Parcel ID Number(s): 04013-009-000

4. Section 34 Township 08 Range 18 Grant _____ Acreage: 5.01 +/-

5. Existing Use of Property: Vacant

6. Future Land Use Map Designation: Agriculture

7. Zoning Designation: Agriculture (A)

8. Development Data (check all that apply):

☒ Single Family Residential

Number of Units 1

☐ Multi-Family Residential

Number of Units _____

☐ Exempt (see exempt developments on page 2)

9. Review Type:

Preliminary Development Order

☒ Comprehensive Plan Amendment

☒ Large Scale

☐ Small Scale

☐ Site Specific Amendment to the Official Zoning Atlas (Rezoning)

☐ Revised

Final Development Order

☒ Preliminary Plat

☐ Final Plat

☐ Site Plan

10. School Concurrency Service Areas (SCSA): Based on the project location, identify the corresponding SCSA for each school type. Maps of the SCSAs can be obtained from the Alachua County Growth Management Department Map Gallery by clicking on the "Public Schools" tab: http://growth-management.alachuacounty.us/gis_services/map_gallery/

Elementary: Irby (Grades K-2) and Alachua (Grades 3-5)

Middle: Mebane

High: Santa Fe

City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121

Explanation of Student Generation Calculation: Student Generation is calculated based on the type of residential development and the type of schools. The number of students 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, in order to correctly assess the impact on the School Concurrency Service Area (SCSA) for each school type (Elementary, Middle and High School).

of Elementary School Student Stations = # of housing units x Elementary school student generation multiplier
 # of Middle School Student Stations = # of housing units x Middle school student generation multiplier
 # of High School Student Stations = # of housing units x High school student generation multiplier

Student Generation Calculations: Single Family Residential Development

Elementary School	1	units	x	0.14	Elementary School Multiplier*	1	Student Stations**
Middle School	1	units	x	0.06	Middle School Multiplier*	1	Student Stations**
High School	1	units	x	0.08	High School Multiplier*	1	Student Stations**

Student Generation Calculations: Multi-Family Residential Development

Elementary School	_____	units	x	_____	Elementary School Multiplier*	_____	Student Stations**
Middle School	_____	units	x	_____	Middle School Multiplier*	_____	Student Stations**
High School	_____	units	x	_____	High School Multiplier*	_____	Student Stations**

* Student generation multipliers may be obtained from SBAC at:

http://www.sbac.edu/pages/ACPS/Departments_Programs/DepartmentsAF/D_thru_F/FacilitiesMainConstr/Local_Certification_Packages/City_of_Alachua

** Round to the nearest whole number

EXEMPT DEVELOPMENTS (check 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 of 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 Schools Facilities Element or the ILA.
- ☐ Group quarters that do not generate public school students, as described in the ILA.

A completeness review of the application will be conducted within 5 business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

Signature of Applicant

Signature of Co-applicant

Joe Montalto, Jr., P.E.

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of _____ County of _____

The foregoing application is acknowledged before me this _____ day of _____, 20__, by _____

_____, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Signature of Notary Public, State of _____

Certification

This application for a determination of adequacy of public schools to accommodate the public school students generated by the proposed 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:**

Elementary SCSA: _____

- ☐ Capacity Available
- ☐ Capacity Available in 3 years
- ☐ Capacity Available in Adjacent SCSA

Middle SCSA: _____

- ☐ Capacity Available
- ☐ Capacity Available in 3 years
- ☐ Capacity Available in Adjacent SCSA

High SCSA: _____

- ☐ Capacity Available
- ☐ Capacity Available in 3 years
- ☐ Capacity Available in Adjacent SCSA

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

☐ **Denied for reasons stated:** _____

☐ **Local Government Certification**

Approved by: _____

Date: _____

☐ **School Board Staff Certification**

Vicki McGrath, Director, Community Planning
School Board of Alachua County
352-955-7400 x 1423

Date: _____

Salter • Feiber

ATTORNEYS AT LAW

July 1, 2021

Alachua County
10 SW 2nd Ave., #3
Gainesville, FL 32601

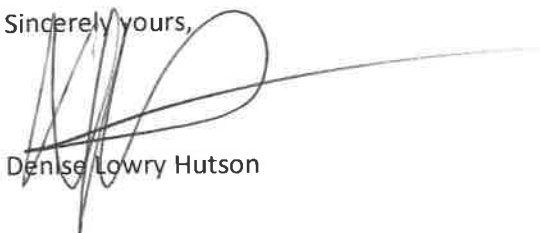
Re: Attorney Title Opinion Letter
Legal Description: Lot 9, Red Oak Estates, according to the map or plat thereof as recorded in Plat Book 26, Page 84, Public Records of Alachua County, Florida.

Ladies and Gentlemen:

Pursuant to the requirements for the City of Alachua, this letter is written as a statement of the condition of the title of said lands as of the date of this opinion. I have examined the legal description for the property described above (the "Property"), and find it to be accurate and further find that title to the Property as of the date of this opinion is vested in Kevin Ross and Kelli Ross. My examination of the title further reflects the lands to be free of liens and encumbrances except as follows:

1. Taxes for the year 2021 and all subsequent years.

Sincerely yours,



Denise Lowry Hutson

:ab

Ownership and Encumbrance Property Information Report

Volusia
4641 South Clyde Morris Boulevard, Suite 205
Port Orange, FL 32129
(800)637-0767
(866)303-4708

Fund File Number: 1106102

Agent's File Reference: 21-0757.3 AB

Effective Dates: **From** August 25, 2020 at 11:00 PM
 To June 22, 2021 at 11:00 PM

This title search commences from the date of the last outstanding institutional first mortgage on the property. If there is no outstanding mortgage, the search commences with the date record title vested in the current record owner.

Description of Real Property Situated in Alachua County, Florida.

Lot 9, Red Oak Estates, according to the map or plat thereof as recorded in Plat Book 26, Page 84, Public Records of Alachua County, Florida.

Apparent Title Vested in:

Kevin Ross and Kelli Ross by Warranty Deed recorded in O.R. Book 4815, Page 1303, Public Records of Alachua County, Florida.

This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments.

Ad Valorem tax information is not provided.

Prepared Date: June 29, 2021

Prepared by: Molly Anskate

Phone Number: (800) 637-0767 x5225

Email Address: MAnskate@TheFund.com

Ownership and Encumbrance Property Information Report

Attorneys' Title Fund Services, LLC

Fund File Number: 1106102

ENCUMBRANCES

1. Nothing Found

A 20-year name search has been performed on parties acquiring an interest within the time period covered by this search.

This Title Search is prepared and furnished for information only. It is not an opinion of title and may not be used as a title base for the issuance of a title insurance commitment and/or policy, nor should it be used for the preparation of foreclosure proceedings or other litigation.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:
OF6-8811915

Date of Policy:
September 25, 2020 @ 11:28 AM

Agent's File Reference:
20-0958.3 AB

Amount of Insurance: \$170,000.00

Premium: \$925.00

Address Reference: 10858 NW 153rd Terrace, Alachua, FL 32615

1. Name of Insured: Kevin Ross and Kelli Ross
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 3285465 in Official Records Book 4815, Page 1303, of the Public Records of Alachua County, Florida.
3. Title is vested in: Kevin Ross and Kelli Ross
4. The Land referred to in this policy is described as follows:

Lot 9, Red Oak Estates, according to the map or plat thereof as recorded in Plat Book 26, Page 84, Public Records of Alachua County, Florida.

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Issuing Agent:

Salter Feiber, P.A.
3940 N.W. 16th Boulevard
Bldg B
Gainesville, FL 32605

Agent No.: 588



Agent's Signature
Denise Lowry Hutson
Attorney at Law

Old Repu = National Title Insurance Ullmpany

OWNER'S POLICY Schedule B

Policy No.:
OF6-8811915

Agent's File Reference:
20-0958.3 AB

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2020 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. All matters contained on the Plat of Red Oak Estates, as recorded in Plat Book 26, Page 84, Quit Claim Deed to Red Oak Estates Homeowners' Association, Inc. recorded in O.R. Book 3359, Page 511, O.R. Book 3364, Page 884, Public Records of Alachua County, Florida.
8. Covenants, conditions and restrictions recorded in O.R. Book 3303, Page 1395, Restated and Amended in O.R. Book 3599, Page 1221 and O.R. Book 4756, Page 1423, Public Records of Alachua County, Florida, which contain provisions creating easements and/or assessments.
9. Ordinance recorded in O.R. Book 2915, Page 1057, Public Records of Alachua County, Florida.
10. Drainage Easement recorded in O.R. Book 3226, Page 524, Public Records of Alachua County, Florida.
11. Road Easements recorded in O.R. Book 3293, Page 1 and O.R. Book 3293, Page 612, Public Records of Alachua County, Florida.
12. Right of way easement in favor of Clay Electric Cooperative, Inc. recorded in O.R. Book 3296, Page 719, Public Records of Alachua County, Florida.
13. Right-of-Way Easement in favor of Clay Electric Cooperative, Inc. as recorded in O.R. Book 4724, Page 527, Public Records of Alachua County, Florida.
14. Resolutions recorded in O.R. Book 3908, Page 328, O.R. Book 4055, Page 1974 and O.R. Book 4122, Page 1970, Public Records of Alachua County, Florida.
15. Subject property abuts a drainage right-of-way and by reason thereof, exception is taken to the following: a) Rights of owners of land abutting upon the waters of canal and retention area. b) Title to beds or bottoms of lakes, rivers, or other bodies of water located on or within the property described herein. c) Riparian and littoral rights are neither guaranteed nor insured and title to any filled and accreted lands is not insured.
16. Note: Schedule B, Items 2 and 5 are hereby deleted.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT# 3285465 2 PG(S)

9/25/2020 11:28 AM
BOOK 4815 PAGE 1303

J.K. JESS IRBY, ESQ.

Clerk of the Court, Alachua County, Florida

ERECORDED

Receipt # 971049

Doc Stamp-Mort: \$0.00

Doc Stamp-Deed: \$1,190.00

Intang. Tax: \$0.00

Consideration: \$170,000.00

Prepared by and return to:

Denise Lowry Hutson

Attorney at Law

Salter Feiber, P.A.

3940 N.W. 16th Boulevard Bldg B

Gainesville, FL 32605

352-376-8201

File Number: 20-0958.3 AB

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made on September 24, 2020 between Zeppelin, Inc., a Florida corporation whose post office address is 1261 NW 76th Blvd., Gainesville, FL 32606, grantor, and Kevin Ross and Kelli Ross, husband and wife whose post office address is 8831 SW 92nd Lane, Gainesville, FL 32608, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Alachua County, Florida to-wit:

Lot 9, Red Oak Estates, according to the map or plat thereof as recorded in Plat Book 26, Page 84, Public Records of Alachua County, Florida.

Parcel Identification Number: 04013-009-000

Subject to covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

E-RECORDED SALTER FEIBER, PA

County: Alachua ID: 3285465

Book 4815 Page 1303

Date: 9-25-2020 Time: 11:28am

Consideration: \$170,000.00

Prepared by and return to:

Denise Lowry Hutson

Attorney at Law

Salter Feiber, P.A.

3940 N.W. 16th Boulevard Bldg B

Gainesville, FL 32605

352-376-8201

File Number: 20-0958.3 AB

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made on September 24, 2020 between Zeppelin, Inc., a Florida corporation whose post office address is 1261 NW 76th Blvd., Gainesville, FL 32606, grantor, and Kevin Ross and Kelli Ross, husband and wife whose post office address is 8831 SW 92nd Lane, Gainesville, FL 32608, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Alachua County, Florida to-wit:

Lot 9, Red Oak Estates, according to the map or plat thereof as recorded in Plat Book 26, Page 84, Public Records of Alachua County, Florida.

Parcel Identification Number: 04013-009-000

Subject to covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

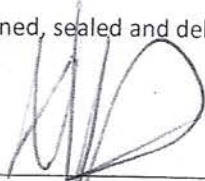
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

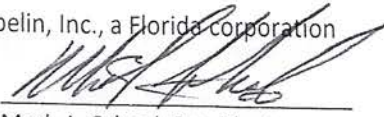
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: Denise Lowry Hutson


Witness Name: Angela Lee Bowen

Zeppelin, Inc., a Florida corporation

By: 
Mark A. Scheel, President

(Corporate Seal)

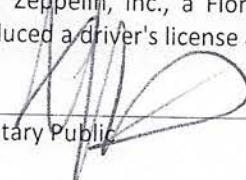
State of Florida
County of Alachua

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of September, 2020 by Mark A. Scheel, President of Zeppelin, Inc., a Florida corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



DENISE LOWRY HUTSON
Commission # GG 250418
Expires December 12, 2022
Bonded Thru Budget Notary Services


Notary Public

Printed Name: _____

Denise Lowry Hutson

My Commission Expires: _____



SUWANNEE RIVER

WATER MANAGEMENT DISTRICT

Virginia Johns, Chair
Charles Keith, Secretary/Treasurer
Hugh Thomas, Executive Director

May 10, 2021

Kevin and Kelli Ross
8831 SW 2nd Lane
Gainesville, FL, 32608

Subject: Environmental Resource Permit (ERP) No Permit Required, ERP-001-239824-1, Fill in a Floodplain Project for Lot 9 Red Oak Estates

Dear Kevin and Kelli Ross,

The above mentioned proposed activity does not require a permit from the Suwannee River Water Management District (District). This decision was based on the documentation submitted by Joe Montalto, P.E., JMJ Consulting Engineering LLC on April 21, 2021. The development consists of the construction of a single family residence located in a floodplain. The activity is covered under the master permit ERP-001-203323-1 (Legacy # ERP05-0371). The consultant has demonstrated that the proposed conditions do not exceed the allowable conditions of the master system by providing compensating storage for fill in a floodplain. The project shall be constructed in a manner consistent with the application package submitted by Joe Montalto, P.E. on April 21, 2021 and in accordance with ERP Applicant's Handbook Volume I (AHVI), Section 3.1.2(c), F.A.C.

Please ensure that turbidity, sedimentation, and erosion are controlled during and after construction of the exempt activity to prevent violations of state water quality standards, including any antidegradation provisions of paragraphs 62-4.242(1)(a) and (b), subsections 62-4.242(2) and (3) and Rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. Erosion and sediment control best management practices shall be installed and maintained in accordance with the guidelines and specifications described in the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007) (<https://www.flrules.org/Gateway/reference.asp?No=Ref-02530>), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008) (<https://www.flrules.org/Gateway/reference.asp?No=Ref-02531>).

In addition, construction, alteration, and operation shall not:

- Exceed any of the thresholds as found in 62-330.020(2), F.A.C.
- Adversely impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
- Cause an adverse impact to the minimum flows and levels established pursuant to Section 373.042, F.S.

Water for Nature. Water for People.

May 10, 2021

- Cause adverse impacts to a Work of the District established pursuant to Section 373.086, F.S.;
- Adversely impede navigation or create a navigational hazard; or
- Cause or contribute to a violation of state water quality standards.

This authorization does not exempt you from obtaining permits from any other regulatory agency. Any modifications to the authorized plans shall require reconsideration by the District prior to commencement of construction.

If you have any questions, please contact the Division of Resource Management at 386.362.1001.
Sincerely,

A handwritten signature in black ink, appearing to read "Sara Zybell". The script is cursive and fluid.

Sara Zybell, E.I.

Engineer II
Division of Resource Management

Cc: Joe Montalto, P.E., JMJ Consulting Engineering LLC

RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RED OAKS ESTATES

The undersigned being all of the members of the Board of Directors of Red Oak Estates Homeowners' Association, Inc. (the Association), a Florida corporation not for profit, and Red Oak Estates LLC, a Florida limited liability company, the Developer which has not sold more than ninety percent (90%) of the lots in the subdivision and is therefore the sole voting member of the Association do hereby amend and restate the Declaration of Covenants, Conditions and Restrictions of Red Oak Estates in order that they will comply with the Rules and Regulations of the Suwannee River Water Management District which governs the drainage development of the subdivision and to provide changes which will be of benefit to the value of the property and the enforcement and maintenance of these covenants, conditions, and restrictions.

ARTICLE I: DEFINITIONS

Section 1. **AASSOCIATION@** shall mean and refer to **RED OAK ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit.

Section 2. **AProperty@** shall mean and refer to all or portions of the real property and easements described in Exhibit AA@ which shall be known as **RED OAK ESTATES** and shall include any real property comprising the roadways, common area, including the entranceway and road right of ways for paved or unpaved roadways, and drainage easements which are intended to be conveyed to the **ASSOCIATION** referred to above and which are created by recordation by a quit claim deed from the **DEVELOPER** to the **ASSOCIATION**, together with any other real property which is subsequently annexed or added to the subdivision by subsequent amendment to this Declaration.

Section 3. **AOwners@** shall mean and refer to the record title Owners of the fee simple legal title to any designated lot within the platted portion of the subdivision,

Section 4. The use of the name **ABoard@** or **ATrustee@** shall in either case mean the Board of Directors of **RED OAK ESTATES HOMEOWNERS ASSOCIATION, INC.**

Section 5. **ALot@**, as used herein, shall refer to one or more of Lots 1 through 15 of the subdivision known as **RED OAK ESTATES**.

Section 6. **"Surface Water System"** needs a Surface Water or Storm Water Management System which is designed, constructed, or implemented to control discharges which are necessitated by rain fall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and the quality discharge of the water.

Section 7. **"Maintenance of the Surface Water or Storm Water Management Systems"** shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or storm water management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or if modified as approved by the Suwannee River Water Management District (District).

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, conveyed, transferred and sold subject to the covenants, conditions, restrictions, and easements set forth herein is located in the City of Alachua, Alachua County, Florida, and is described more particularly on Exhibit AA@ attached hereto and incorporated herein by reference.

ARTICLE III: OWNER=S PROPERTY RIGHTS AND OBLIGATIONS

Every owner shall have the right and enjoyment in and to such facilities as are located in the platted subdivision known as **RED OAK ESTATES**, including a perpetual non-exclusive easement for ingress, egress and utilities over the areas so designated in the plat and or conveyed to the **ASSOCIATION** which shall be for the benefit of each Owner and the lawful occupants of any Owner=s Lot, together with their licensees and invitees, which use shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the rights, duties and obligations of the **ASSOCIATION**, pursuant to this Declaration its Articles of Incorporation, By-Laws, and Rules and Regulations to govern and control the use of roadways, drainage easements, entranceways and common areas and any rights or obligations furnished to the **ASSOCIATION** in connection with an ingress, egress, drainage or utilities easement granted to the **ASSOCIATION**, as well as the right of the **ASSOCIATION** to govern the personal conduct of the owners and their guests in the use thereof and to establish penalties for the violation thereof.

(b) the right of the **ASSOCIATION** to suspend the voting rights of an owner and impose a lien upon a Lot located within the subdivision for failure to pay any assessment levied against a Lot or for violation of the Covenants, Conditions and Restrictions of **RED OAK ESTATES** or of the Articles, By-Laws or Rules and Regulations of the **ASSOCIATION**.

(c) the right of the **ASSOCIATION** or any Owner to the use of any ingress, egress, drainage or utility easement, created by recordation of the Plat of the Subdivision or created by any easement deed, subject to the limitation that no usage thereof may result in the impairment or blockage of any component or individual element of the Surface Water Management System, if any, including but not limited to all swales, retention or detention areas, drainage ditches or outfall ditches required by the City of Alachua or the County of Alachua, State of Florida, or the agency known as Suwannee River Water Management District (District).

(d) all provisions of the Declaration and of the Articles of Incorporation of **RED OAK ESTATES HOMEOWNERS ASSOCIATION, INC.** and the By-Laws and rules and regulations of said **ASSOCIATION**.

(e) every Owner by acceptance of title to any Lot in the subdivision does hereby grant, convey and transfer to the **ASSOCIATION** in perpetuity, a blanket easement for purposes of access for maintenance and repair purposes to any drainage easement or common ingress and egress easement which may be located on any Lot in the subdivision or to maintain or repair the Lot or improvements thereon when Owner in violation of these restrictions fails to do so.

(f) The Association and ultimately the owners of any real property located within the Association will be responsible for the maintenance, operation, and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules.

ARTICLE IV: RED OAK ESTATES HOMEOWNERS ASSOCIATION, INC.

Section 1. **DEVELOPER** will cause to be incorporated pursuant to Florida Statutes a corporation not for profit known as **RED OAK ESTATES HOMEOWNERS ASSOCIATION, INC.**, in accordance with the Articles of Incorporation which are attached hereto and incorporated herein as Exhibit AB@.

Section 2. The **ASSOCIATION** shall have the right from time to time to adopt By-Laws and Rules and Regulations in accordance with its Articles of Incorporation and when so adopted shall be deemed incorporated herein by reference and form a part of this Declaration as if originally contained herein. The initial By-Laws to be adopted by the **ASSOCIATION** are attached hereto and incorporated herein by reference as Exhibit AC@.

Section 3. The **ASSOCIATION** by acceptance of ownership of any area in the

subdivision, whether created by execution of a Plat or by execution of a deed of conveyance from the **DEVELOPER** acknowledges and agrees that it shall be responsible in perpetuity for all required maintenance and repair of the areas and, in addition, responsible for maintenance and repair required for all ingress and egress easements and drainage easements in favor of the **ASSOCIATION**.

ARTICLE V: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every record title owner of a Lot shall be subject to the Assessments described hereafter and shall by ownership of said Lot become a member of the **ASSOCIATION** known as **RED OAK ESTATES HOMEOWNERS ASSOCIATION, INC.** Membership shall be appurtenant to and may not be separated from ownership. Because of the substantial investment of capital made by the **DEVELOPER** to acquire and construct the common areas and other improvements of the subdivision, the **DEVELOPER** retains control of the **ASSOCIATION** until completion of the sale of 90% of the Lots owned by the **DEVELOPER** or a party whom **DEVELOPER** conveys or assigns its rights hereunder or until expiration of two years from the date hereof, whichever shall first occur. The **DEVELOPER** specifically warrants that in the event of any shortfall of funds to defer the expenses itemized in Article VI, it shall be the obligation of the **DEVELOPER** to render timely payment of any shortfall until **DEVELOPER** is no longer in control of **ASSOCIATION**.

Section 2. Voting rights in the **ASSOCIATION** after **DEVELOPER** gives up control shall be determined by one vote per Lot. If a Lot is owned by more than one individual, they shall designate a representative to cast the vote represented by each Lot, and their election shall be furnished in writing to the Secretary of the **ASSOCIATION** at or prior to any meeting at which a vote of the membership of the **ASSOCIATION** is to be taken and such designation shall remain as stated until amended or modified in writing by the Owners or subsequent Owners of said Lot.

Section 3. Votes shall be cast at any **ASSOCIATION** meeting in person or by proxy. Proxy votes must be cast by use of the written form designated from time to time by the officers of the **ASSOCIATION** with proxy votes are to be registered with the Secretary of the **ASSOCIATION** at or prior to any regular or special meeting of the **ASSOCIATION**.

ARTICLE VI: COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien Rights and Personal Obligation for Assessments. The **DEVELOPER**, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the **ASSOCIATION**: (1) annual maintenance and repair assessments; (2) mandatory special assessments which are defined as funds assessed to all Owners for a limited or a special purpose such as to recover expenses relating to surface water management expenses, specific improvements to the common area or expenses necessitated by regulations of the appropriate water management district; and (3) special assessments for a limited or special purpose

other than the purposes stated above. Annual maintenance and repair assessments, together with any mandatory or special assessments, if any, shall be due with interest thereon at the highest rate allowed by law if not paid within thirty (30) days from any due date, together with court costs and reasonable attorney=s fees, if any, which shall be a charge on the land and shall be a continuing lien upon any Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney=s fees, shall also be the personal obligation of the persons who are the Owner of such property at the time when the assessment fell due. In the event of subsequent passage of title of said property without payment of an outstanding obligation for delinquent assessments, such liability shall also pass to the successors in title and shall be a joint and several liability for the previous Owner and successors in title. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of a Lot or non-use of the entranceway and ingress, egress and utilities easement.

Section 2. Association and Annual Maintenance and Repair Assessments. The annual maintenance and repair assessments will be determined by the Directors of the **ASSOCIATION** and each Lot Owner shall be liable for his share of said expenses. The total assessments may include a reasonable allowance for contingencies and reserves in addition to the actual expenses for maintenance and repairs. The initial annual assessment during the first fiscal year of existence of the **ASSOCIATION** shall be \$ 800.00 and shall be established in subsequent years by a majority vote of the Board of Directors. Unless modified by vote of the Board of Directors, the annual assessments shall be payable in lump sum on or before July 1st of each fiscal year.

Section 3. Mandatory and Non-Mandatory Special Assessments. Mandatory special assessments are intended to recover the costs related to surface water management expenses or expenses imposed by the Suwannee River Water Management District or by the regulations thereof and shall require no approval or authorization from the Owners or the Board of Directors. A non-mandatory special assessments shall be for the purposes of defraying, in whole or in part, the costs of any construction, repair or replacement of roadway being maintained by the **ASSOCIATION**, and/or the cost of acquisition or replacement of any capital improvements acquired by the **ASSOCIATION**; and for reconstruction or repair or replacement of any improvements located in any common area or entranceway which is being maintained by the **ASSOCIATION**. Non-Mandatory Special Assessments will require approval of the Board of Directors.

Section 4. Procedures for Assessments. The Board of Directors in accordance with the Articles of Incorporation and By-Laws of the **ASSOCIATION**, shall fix the date of commencement of any annual or special assessment and shall furnish written notice thereof at least thirty (30) days in advance of such due date and shall, at that time, prepare a ledger for each of the Lots within the subdivision illustrating the assessments applicable thereto, which ledger shall be open to inspection by any Owner during regular business hours. Unless amended as provided in Article X, all annual or special assessments shall call for an equal payment by each Lot regardless of the acreage contained therein.

Section 5. Effect of Nonpayment of Assessments: Remedies of ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall require payment of a late fee equal to \$20.00 for each thirty (30) day period which accrues beyond the due date. Assessments not

paid within thirty (30) days from the due date shall be determined to be delinquent and said indebtedness together with late charges and costs of collection, including attorney=s fees incurred by the **ASSOCIATION**, shall immediately become a continuing lien on the Property which shall bind said Property in the hands of the then-Owner, his heirs, devisees, personal representatives, successors and assigns. The **ASSOCIATION**, at its option, may bring an action to foreclose the lien against the Property in a like manner as a foreclosure of the mortgage on real property. The delinquent Owner shall be liable for the costs of preparing and filing a lien, a satisfaction of lien, a complaint in a civil action for foreclosure and such other reasonable attorney=s fees as are required, together with such other costs as are reasonably incurred by the **ASSOCIATION** in collecting the assessment.

Section 6. Subordination of the Lien. Any lien for assessment as provided for herein shall be subordinate to a lien for any bona fide mortgage or mortgages now or hereafter placed upon the Lot subject to assessment; except that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of the Lot pursuant to a decree of foreclosure. No sale or transfer shall relieve any real property from the liability for an outstanding assessment nor from the lien of any assessment levied after such sale or transfer, except a Adeed in lieu of foreclosure.®

Section 7. Each owner of a lot by acceptance of a deed for such lot, whether or not it is expressed in the deed agrees to pay assessments as provided in these covenants and restrictions. The Association shall levy a special assessment for the purpose of defraying in whole or in part the costs of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association, with or without approval of the membership of the Association. Special assessments shall be due and payable within thirty (30) days of the assessment being levied. Any such special assessment not paid within thirty (30) days of its due date shall be delinquent and shall bare interest from due date at the highest rate allowed by law until paid in full and the Association shall have the right to file a lien in the Public Records of Alachua County, Florida to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full and the Association may bring a civil action to foreclose the lien. The lien of any such special assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

ARTICLE VII: ARCHITECTURAL CONTROL

For the purpose of ensuring the development of the lands and the subdivision as a residential area of high standards, no building improvement, entrance, driveway or other improvement including fences shall be allowed to be erected, placed or altered until a construction plan and specifications shall have been approved in writing by an architectural committee, as to the quality of workmanship and materials to be used, harmony of the exterior design with existing structures and as to the location with respect to other Lots. To furnish assistance for applicants, the architectural committee shall from time to time adopt committee guidelines which shall be made available upon request to

any applicant. Said guidelines provide a minimum requirement as to the issues discussed therein. The architectural committee shall initially have three (3) members, who shall be Carl Sherman, Robert Wallace and Deborah Gaw, and said members shall continue to be designated by **DEVELOPER**, until such time as the **DEVELOPER** no longer retains title to any Lots in the subdivision, or voluntarily relinquishes control, which ever shall occur first. To defray administrative expenses, each set of plans and specifications and site plan for initial improvements or for modifications of existing structures which require a cost in excess of Five Hundred and 00/100 Dollars (\$500.00), shall be accompanied by a processing fee of One Hundred Dollars (\$100.00), which shall be non-refundable. The Architectural Control Committee shall have forty-five (45) days after receiving appropriate plans and specifications to approve or disapprove same, and a failure to render a finding within that time period shall result in an exemption for said plans and specifications to receive approval and this covenant shall be deemed to have been fully complied with. Modified site plans or amendments per request from the Committee shall not necessitate an additional administrative charge. The Architectural Control Committee shall meet monthly rather than on demand. In the event a residence or other improvement has been erected or its construction substantially advanced in violation of the terms of this covenant, the **ASSOCIATION** shall have the right of redress in a Court of competent jurisdiction, including the right of injunction and/or damages incurred by the **ASSOCIATION** to correct the violation, and the Lot Owner shall be responsible for all Court costs and attorney=s fees incurred in such action. In the event a violation occurs which in the opinion of the Committee is of a minor or insubstantial nature, it may release the Lot or portions thereof from the application of the covenants and restrictions set forth herein, but such a finding must be agreed to in writing unanimously by not only the members of the Architectural Control Committee but by a majority of the Board of Directors of the **ASSOCIATION**. The Committee replacements shall be selected by a majority vote of the Board of Directors.

ARTICLE VIII: GENERAL BUILDING RESTRICTIONS

Section 1. Permitted Structures. No building or structure of any kind is permitted within the subdivision other than a single family dwelling, which may be accompanied by not more than a separate guest house or mother-in-law suite and not more than one other outbuilding such as a barn or similar facility, all of which buildings are to be coordinated aesthetically with the main residence and must be approved by the Architectural Control Committee discussed in Article VII. Swimming pools and other recreational facilities for the exclusive use of the occupants and their guests may be constructed in conjunction with the dwelling, and must also be approved in advance by the Architectural Control Committee. No mobile home shall be permitted on any Lot nor used for residential purposes, either temporarily or permanently. Both temporary and permanent occupancy shall be allowed only in a permanent building designed for residential occupancy.

Section 2. Square Footage. The single family residence to be constructed on any Lot in the subdivision shall contain not less than 3000 square feet of living area exclusive of porches or garages which are not climate controlled, except for Lots 13 and 14, which will be 2700 square feet. The square footage contained in any guest-house or outbuilding discussed above in Section 1 may not be included for purposes of complying with this square footage requirement. All dwellings shall

have at least two inside baths. All dwellings shall have at least a two-car garage attached to the dwelling. Garages may not be used for residential purposes. The garage door shall be at least 20 feet in width or two (2) 10 foot single doors. These garage doors may not be removed at any time without prior written approval of the Architectural Control Committee.

Section 3. Construction Time. Any construction commenced on any Lot shall be completed within no more than twelve (12) months from the date of first delivery of any construction materials to the site or construction activity on the site.

Section 4. Setbacks. No building shall be located on any Lot in violation of the setback and easement lines indicated on the recorded plat of the subdivision.

Section 5. All construction of any permanent improvements located within a subdivision shall be in compliance with Federal, state and local government laws, regulations or requirements.

Section 6. Front Entries. Front entries are key elements of a home design. Special emphasis should be made when selecting entry doors, side-lights, and transoms.

Section 7. Roofs. The Architectural Control Committee shall consider all roof elements including, dormers, skylights and solar devices. Skylights must not face the street and solar devices should be placed in a manner as to not have direct street exposure. The use of heavy duty and substantial materials are encouraged. The minimum roof pitch must be 7/12.

Section 8. Exterior Walls. Use of material and finishes that compliment the home design and are harmonious with the neighborhood is required. All exterior wood must be painted. All exterior walls must be brick, wood, stucco, stone or hardi-plank. No homes entirely faced with hardi-plank will be approved. The front of each home will have no more than 25% stucco material unless the review process determines a significant increase in architectural detail has been exhibited with any design for more than 25% stucco material. No plywood will be approved as an exterior finish material. The use of standard size brick will be encouraged. All stone and brick will return a minimum of 24" or to an acceptable point on sides of homes. Glass block is allowed on side elevation of homes.

Section 9. Windows and Doors. Finish and trim should coordinate with the overall architectural scheme. All garage doors will be painted an approved color, and will enter from the side or rear. Storm doors are prohibited.

Section 10. Accessory Buildings. Design should follow the same standards and criteria as used in the main design building. No more than two accessory buildings shall be allowed.

Section 11. Lighting. Floodlights shall be shielded so they do not shine directly unto a neighboring home. All yard and landscape lighting must be approved by the Architectural Control Committee.

Section 12. Chimneys. Masonry chimneys are encouraged. All chimney designs will be approved by the Architectural Control Committee. All chimneys must be constructed with a cap or wind shroud and must be painted.

Section 13. Service Areas. Trash storage areas, meters, transformers, pool equipment, and air conditioning equipment must be concealed from public view via a courtyard, screen constructed of similar home wall material, or a substantially mature landscape design.

Section 14. List of Architectural Control Committee requirements for plan submission.

- (a) Site plan showing location of all significant trees and building improvements.
- (b) Landscape plan, including driveway and sidewalks. The plant list should include size and number of plants and show significant existing trees and tree groups.
- (c) Detailed floor plan indicating gross heated area shown in square feet.
- (d) Building elevation shown in 1/4" scale.
- (e) Building sections and wall sections.
- (f) Exterior materials including manufacturer=s name and product identification. Samples of window colors, paint, brick, stone, stucco, accrete, etc., will be required. Exterior colors must be approved prior to painting or installation. The Architectural Control Committee reserves the right to establish a color range.
- (g) Any violation of the Architectural Control Committee specifications will result in a monetary penalty to the builder in an amount of not less than \$250.00 to cover inspection and administration costs of the Architectural Control Committee and other governing bodies.
- (h) All homes will use architectural shingles. Other roofing materials are subject to approval.

ARTICLE IX: LAND USE AND RESTRICTIONS

Section 1. Exclusion for Business Purposes. No trade, business, service, professional

care, instructional or manufacturing business shall at any time be conducted on any of the Lots which would be in violation of appropriate zoning ordinances for residential use in the City of Alachua, nor shall any building be erected thereon to be used for such purpose.

Section 2. Nuisances. No activity shall be conducted on any Lot which may be or become an annoyance or nuisance to the remaining occupants of the subdivision.

Section 3. Signs. No advertising signs shall be displayed, with the exception of AFor Sale@ signs not exceeding six square feet; provided, however, that the **DEVELOPER** or assigns shall have the right to erect and maintain signs advertising the subdivision properties of such size as it deems necessary.

Section 4. Maintenance. All Lots in the subdivision shall be kept in good and reasonable state of repair and appearance, as comparable to other subdivisions in the surrounding area and no waste or damage to the remises shall be allowed to continue un-removed or un-repaired.

Section 5. Animals. No animals or pets of any kind shall be kept upon said property or any portion thereof except ordinary household pets and horses, which shall not be a nuisance or annoyance to the other lot owners of the subdivision. Horses shall be limited to a maximum of two (2) horses per Lot. For example no pigs, chickens, goats, cattle or wild animals shall be kept on the property.

Section 6. Antenna, Satellites and General Appearance. No outside television or radio antenna shall be placed or maintained on any of the Lots of the subdivision. Care should be taken that nothing shall be placed in the subdivision that will detract from the overall appearance. Satellite dishes no larger than 18" in diameter are permitted after review of location thereof is approved by the Architectural Control Committee.

Section 7. Vehicles. Motorized vehicles being utilized by Lot owners or their guests on the roadways within the subdivision may be operated only in a manner so as not to create a nuisance to other occupants of the subdivision. No repairs to vehicles may be performed except in an enclosed garage or workshop.

Section 8. Further Subdivision. No Lot shall be further subdivided. Two Lots may be joined under one owner and developed as one lot. No part lots may be used or developed except in conjunction with and as addition to a full lot. No part lot may be used alone.

Section 9. Driveways and Driveway Entrances. Driveways located within the boundary of any Lot shall be constructed of concrete or asphalt only. All entrance drives must have decorative columns and culvert covers designed in accord with the architectural design of the homeplace and said driveway entrances shall be specifically approved in advance by the Architectural Control Committee.

Section 10. Commercial Vehicles. No commercial vehicles, other than those present on business may be parked outside in the subdivision. This provision does not prohibit pickup trucks

and other similar vehicles, provided that same are not larger than one (1) ton.

Section 11. Parking. No vehicle shall be parked on any part of the property except on paved streets and paved driveways. No boat, trailer, camper or any other vehicle commonly known as a recreational vehicle may be parked or stored on any lot, except in the garage or behind a fence or landscaped area in order to minimize view from subdivision roadways. No vehicle can be parked regularly or permanently on the roads within the subdivision.

Section 12. Lot Maintenance. During construction, the debris will be placed in a dumpster that is placed in an inconspicuous place on the lot. The accumulation of construction junk, trash, waste, equipment, etc. outside of the dumpster will not be allowed. Before and after construction, all Lot owners shall keep their Lot in a good and reasonable state of repair and appearance and shall not allow the accumulation of brush, high grass, junk, trash, garbage or waste. If a Lot owner refuses or fails to maintain his Lot in accordance with the appearance of similar surrounding Lots, the **ASSOCIATION** shall, after furnishing a 15 day written notice to the Lot owner at the last known address, have the right to take such actions as are reasonably necessary to prevent further nuisance, safety hazard or to otherwise enforce this covenant. The Lot owner or owners shall be personally liable to the **ASSOCIATION** for the amounts actually and reasonably expended and the **ASSOCIATION** shall have the right to a lien in securing payment of the amount in the same fashion as the lien referred to in Article VI, Section 5.

Section 13. Fences. No chain link will be approved. All other fences must be site built, finished side facing out, and otherwise approved. Wood fencing must have a horizontal cap board (except picket fencing). All fences will be one color. Wood fences must be painted within six (6) weeks of the completion of the installation of the fence. All fencing will attach to the sides of the home at least 2/3 the distance from the front corners of the home. Privacy fences are not to be built more than fifty (50) feet from the main structure.

Section 14. Landscaping is an important factor in determining the overall design of **RED OAK ESTATES**. Included in your landscaping plan, all cleared areas must have a consistent and acceptable combination of sod, mature planting, mulching and ground cover, and selected trees. No clear cutting of lots is permitted. All lots will have underground irrigation in the vicinity of the residential dwelling. All cleared areas will be properly graded and prepared for landscape planting. All front yard areas will be landscaped with shrubbery and sod a distance of 50' from the house line. No landscaping or grading may occur without the Board of Directors approval in areas intended for drainage.

Section 15. Mailboxes shall be uniform in size and appearance. Mailboxes which have been specified and previously approved by the Architectural Control Committee must be purchased by each homeowner prior to completion of the initial construction of the home. Mailboxes may not be replaced or modified without approval of the Architectural Control Committee at any time.

Section 16. Tennis courts will be allowed. All site plans will show the location of the desired court and the location of any lighting equipment, these must be approved by the Architectural Control Committee to prevent light intrusion and require a good visual appearance.

Section 17. Pools and Enclosures: All pools and enclosures must be included on the site plan. Any other pool and enclosure installations must be drawn at 1/8" scale and submitted for prior approval by the Architectural Control Committee.

Section 18. Basketball Goals and Playgrounds: All locations must be approved by the Architectural Control Committee.

Section 19. Recreation: There is shown on the plat of **RED OAK ESTATES** an easement for recreation activities. This easement will go around the entire perimeter of the development and may not be obstructed or interfered with in any way by a Lot Owner. The Lot Owner may fence his property up to but not including the recreation easement. A Lot Owner may put a gate in his fence to give the Lot Owner direct access onto the recreation easement but it may not be used for access for any purpose other than recreation activities or a walking trail. NO MECHANICAL VEHICLES shall at any time be on the property covered by the recreation easement except those vehicles permitted by the **ASSOCIATION** for maintenance of the recreation easement area. Not limiting the above restriction but as a way of explanation this means that no automobiles, motorcycles, trucks, all terrain vehicles, tractors, shall be allowed on or use the recreation easement.

ARTICLE X: GENERAL RESTRICTIONS

Section 1. Enforcement. The **ASSOCIATION** or any present or subsequent Owner of any of the Lots covered by these Declarations shall have the right to prevent the violation of any of these restrictions by injunction or other lawful proceedings and shall have the right to recover damages resulting from said violation together with the costs incurred in enforcing said restrictions, including reasonable attorney's fees and expenses in the enforcement hereof prior to and subsequent to judgment and whether in judicial proceedings or otherwise, including but not limited to any litigation in a trial court or in any and all proceedings in any appellate tribunal. The failure to enforce these Declarations in any manner shall in no event be deemed a waiver of the right to enforce said Declarations thereafter as to the same breach or violation occurring prior or subsequent thereto. Enforcement shall be by proceedings at law or in equity, either to restrain a violation or violations, enjoin a removal of a violation, or to recover damages, against any person, persons, or entity violating or attempting to violate any covenant.

The Suwannee River Water Management District shall have the right to enforce, by a proceedings at law or an equity, the provisions contained in these covenants and restrictions which relate to the maintenance, operation, and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these covenants and restrictions that in any way relate to the permit issued by the District. The District's right to enforce these covenants and restrictions by proceedings at law or an equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the owners of the lots. Should the District bring an action of law or an equity to enforce any provision of these covenants and restrictions and should it be determined in any such proceedings that the Association or any owners breached any of the provisions of these covenants and

restrictions or failed to completely and timely comply with any of these covenants and restrictions, the District shall be entitled to an award of attorney's fees and costs incurred by the District in such proceedings which shall include attorney's fees and costs in any administrative and appellate proceedings. The District shall have the right to file a lien in the Public Records of Alachua County, Florida for any such attorney's fees and costs awarded to the District by any court or administrative body.

Section 2. Effective Date. These Declarations shall become effective upon recordation in the Public Records of Alachua County, Florida.

Section 3. Amendments. This Declaration may be reasonably amended by the **DEVELOPER** without joinder or consent of the members of the **ASSOCIATION** until such time as the **DEVELOPER** has sold all property owned by it in the subdivision or until two years from date hereof or until the **DEVELOPER** elects voluntarily to terminate its rights to amend, whichever shall first occur. Thereafter, this Declaration may be amended only by a vote of not less than two-thirds (2/3) of the Lot Owners of the **ASSOCIATION** at any special or regular meeting of the **ASSOCIATION**. Any amendment must be accomplished by a written instrument duly executed by the **ASSOCIATION** and recorded in the Official Records of Alachua County, Florida. If the **DEVELOPER** shall elect to voluntarily give up its right to amendment prior to sale of all property owned by it, written notice thereof will be recorded in the Public Records of Alachua County, Florida.

Any amendment to these Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System beyond maintenance in its original condition, including the Water Management portions of the common areas, must have the prior written approval of the Suwannee River Water Management District.

Section 4. Duration. This Declaration shall continue in force from the date of this instrument until January 1, 2025 A.D., after which time, these Declarations shall be automatically extended for successive periods of twenty (20) years, unless earlier terminated, amended or modified by a vote of not less than two-thirds (2/3) of the Lot Owners at any special or regular meeting of the **ASSOCIATION**. Any such amendment or modification of these covenants, conditions and restrictions shall be put in recordable form and be recorded in the Public Records of Alachua County, Florida.

Section 5. Severability. Invalidation of any one of these Declarations by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6. Notices. Any notices required to be sent to any Owner under any provisions of this Declaration shall be deemed to have been properly sent when it is mailed by United States Mail to the last address of the person who appears as the Owner of the Lot in question as set forth on the tax rolls of the Property Appraiser of Alachua County, Florida, as of the time of such mailing.

ARTICLE XI: EXPANSION

The **DEVELOPER** or anyone who **DEVELOPER** assigns **DEVELOPERS** rights to may expand the development to include the eighty acres located directly contiguous and to the North of the property under certain conditions. Those conditions are that the eighty acres which would be added to and become a part of the development can only be added to and become a part of the development if the eighty acres in its entirety is developed into Lots each of which are at least equal in size to the smallest Lot in the original development and the eighty acres to be added would not be developed into more than fifteen (15) Lots. If **DEVELOPER** and/or its assigns elects to do this it shall be done in such a way that each Lot in the new developed portion of the development will be subject to the declarations herein and each Lot Owner shall be a member of the **ASSOCIATION**, with each Lot subject to the **ASSOCIATIONS** rights as are expressed herein. It is understood that should the **DEVELOPER** and/or its assigns elect to expand the subdivision according to requirements herein that an amendment to these declarations shall be recorded bringing the new lands under these restrictions. It is also understood that should the **DEVELOPER** elect to bring the new lands under these declarations that the declarations shall be read and interpreted as if the new lands were part of the development from the very beginning and the **DEVELOPERS** rights hereunder shall be extended to take into account the extra Lots and the time of **DEVELOPERS** control may be extended for up to an additional two years from the time of the platting with the appropriate governmental authorities of the extra Lots.

It is agreed by **DEVELOPER** that should **DEVELOPER** decide to develop the extra land (the eighty acres to the North of current development) into smaller Lots that the **DEVELOPER** will not have any right to expand the subdivision to include the smaller Lots and those Lots will not have any right of access to the development and/or its roads, easements or common areas.

ARTICLE XII: MAINTENANCE AND USE OF EASEMENTS

There are drainage and recreation easements shown on the subdivision plat of the property which are to be used for the purposes and in the manner noted on the plat or as set out in this Declaration.

The areas of the drainage easements shown on Lots 4, 5, 10, and 11 may not be filled in any manner of form but must be maintained by the owner of the Lot upon which the drainage easement lies so that there is no obstruction or interference with the subdivision drainage plan approved by the Suwanee River Water Management District.

However, paved or concrete driveways are permitted if not more than twenty (20) feet wide and appropriate culverts are constructed to allow for free flow of any water drainage. The point of connection of said driveway to the main subdivision roadway should be at the highest part of the Lot.

No impervious surfaces except the above described driveway shall be constructed in the drainage easements areas including but not limited to concrete pads and/or tennis courts.

Under no circumstances shall any sink hole located in a drainage easement be filled or changed in any way.

Fences may be constructed within the drainage easements as may landscaping as long as neither interferes with the drainage system set forth in the above noted plan.

All drainage and recreation easement areas located within the boundary of a Lot shall be maintained by the owner of that Lot. Maintenance means mowing and keeping clear of debris. Should an owner fail to maintain a drainage easement then the Association shall give the owner five days notice of the problem and owner shall immediately cure the problem. If owner fails to cure the problem the Association shall then cause the problem to be cured in accordance with the drainage plan referred to above and immediately assess the offending owner and Lot for the full cost and any expenses of enforcement of the assessment the same as if the owner failed to pay any other assessment under these restrictions.

IN WITNESS WHEREOF, the undersigned has executed these Restated and Amended Articles of Incorporation on the ____ day of _____, 2006.

RED OAK ESTATES HOMEOWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

Red Oak Estates LLC, (the Developer)

By: Robert D. Wallace, Member of the Board of Directors

BY: Carl W. Sherman, Manager

By: Deborah A. Gaw, Member of the Board of Directors

STATE OF FLORIDA

COUNTY OF ALACHUA

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared Robert D. Wallace, Deborah A. Gaw, and Carl W. Sherman, Members of the Board of Directors of Red Oak Estates Homeowners Association, Inc., and Carl W. Sherman, Manager for Red Oak Estates LLC (the Developer) known to be and known by me to be the persons who executed the foregoing Restated and Amended Articles of Incorporation, and they acknowledged before me that they executed those Restated and Amended Articles of Incorporation.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County above, this ____ day of _____, 2006.

NOTARY PUBLIC, State of Florida

My commission expires:

DRAINAGE EASEMENT ALTERATION PLANS FOR LOT 9 RED OAK ESTATES

DATE: 02/27/2021
REVISED: 04/19/2021
REVISED: 06/02/2021
REVISED: 07/01/2021

OWNER/DESIGN TEAM

PROJECT OWNER

KELLI AND KEVIN ROSS
8831 SW 2ND LANE
GAINESVILLE, FLORIDA 32608

PROJECT ENGINEER

JOE MONTALTO, JR., P.E.
JMJ CONSULTING ENGINEERING, LLC
309 SE 7TH STREET
GAINESVILLE, FLORIDA 32601
(352) 494-6225
jmontalto@windstream.net
www.jmjengineering.com

PROJECT SURVEYOR

DAVID M. DEREN, PSM
DEREN LAND SURVEYING, LLC
4605 NW 6TH STREET
GAINESVILLE, FLORIDA 32609
(352) 331-0010
dave@derenlandsurveying.com
derenlandsurveying.com

PROJECT LOCATION



LOCATION MAP
SECTION 34, TOWNSHIP 08 S, RANGE 18 E
N.T.S.



CONTRACTOR TO COMPLY WITH FS CHAPTER 556
(UNDERGROUND FACILITY DAMAGE PREVENTION
AND SAFETY ACT).

48 HOURS BEFORE DIGGING
CALL "SUNSHINESTATE ONE"
TOLL FREE
811
UNDERGROUND UTILITIES NOTIFICATION
CENTER OF FLORIDA

PRELIMINARY
NOT-FOR-CONSTRUCTION

DRAINAGE SWALE RELOCATIOIN PLAN INDEX	
JOE MONTALTO, JR. CONSULTING ENGINEERING, LLC DARIA JMJ CONSULTING ENGINEERING 309 SE 7TH STREET GAINESVILLE, FL 32601 CERTIFICATE OF AUTHORIZATION: 00009907 JOSEPH MONTALTO, JR., PE NO. 34315 THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61015-23.004, F.A.C.	
SHEET NO.	SHEET TITLE
C-1 C-2 C-3	COVER SHEET COMPENSATING STORAGE EXISTING FLOODPLAIN IMPACTS COMPENSATING STORAGE GRADING PLAN
OTHER DESIGN TEAM MEMBER'S SHEETS INCLUDED IN THIS SET	
SHEET NO.	SHEET TITLE
S-1 P-1	BOUNDARY, TOPOGRAPHIC AND TREE SURVEY PRELIMINARY PLAT

309 SE 7th Street, Gainesville, Florida 32601
Phone No. (352) 494-6225 Fax No. (352) 338-0303

JMJ CONSULTANT ENGINEER, LLC

DRAWN BY:	JMJ
CHECKED BY:	JMJ
FILE:	2020.19

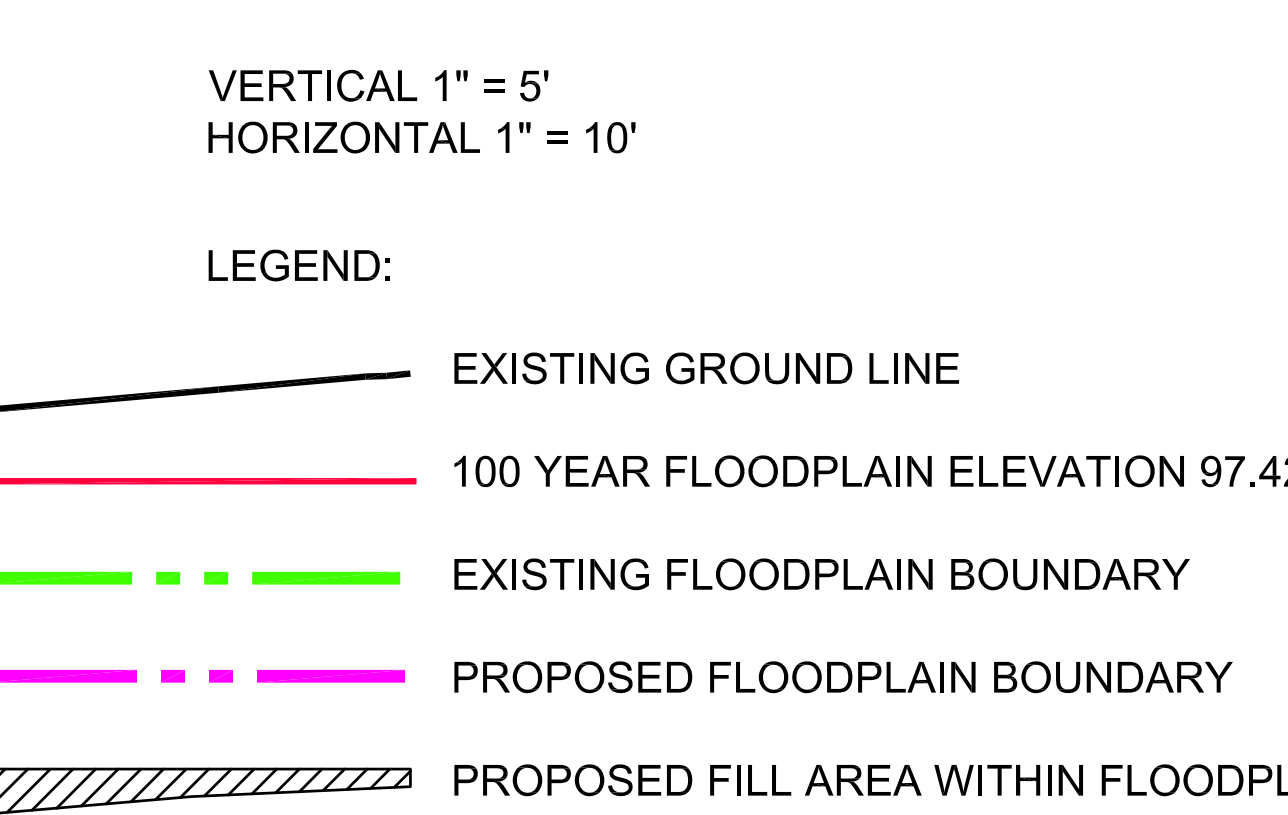
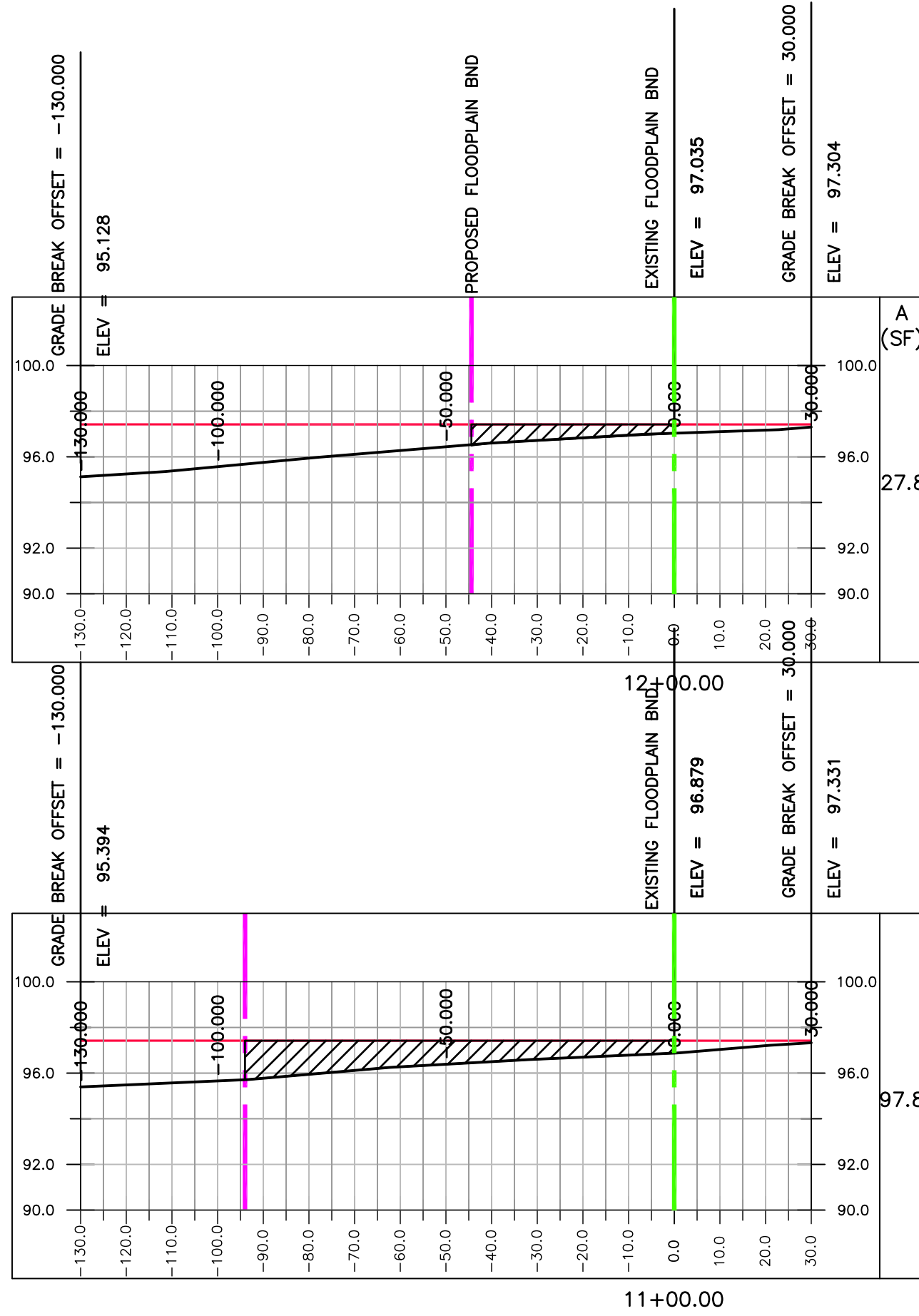
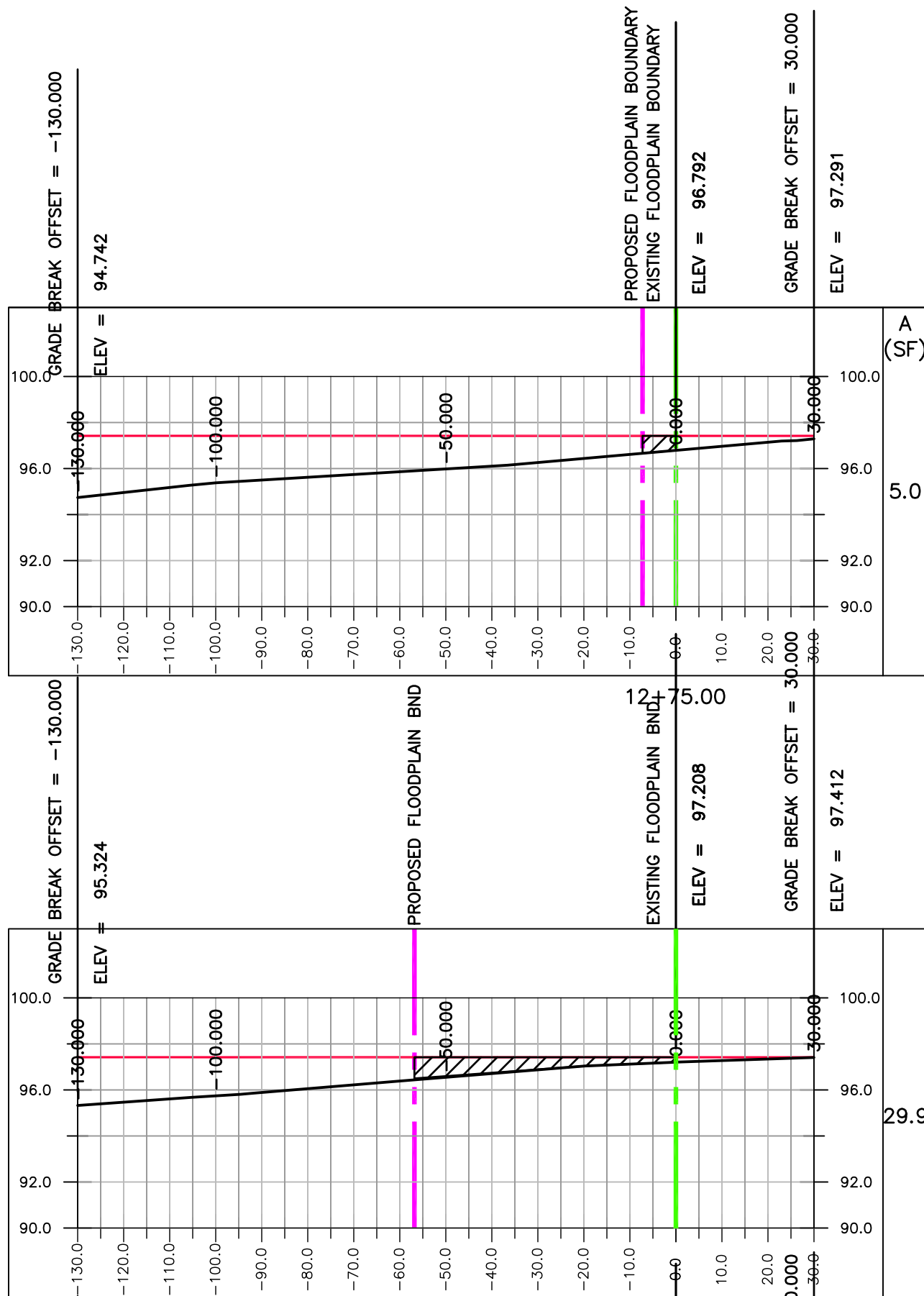
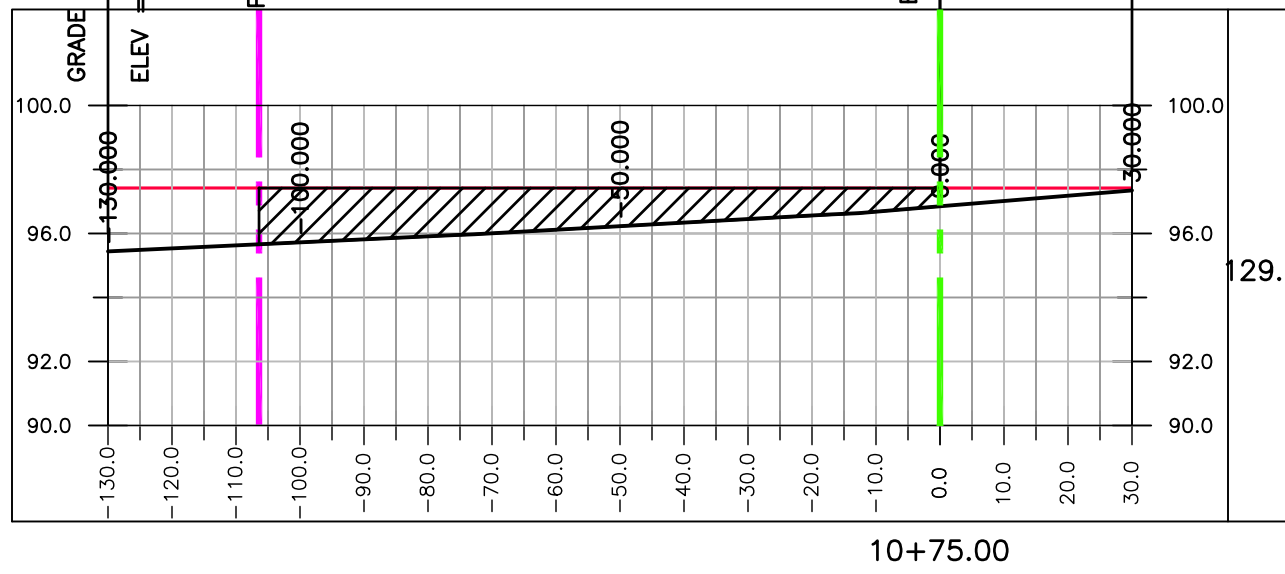
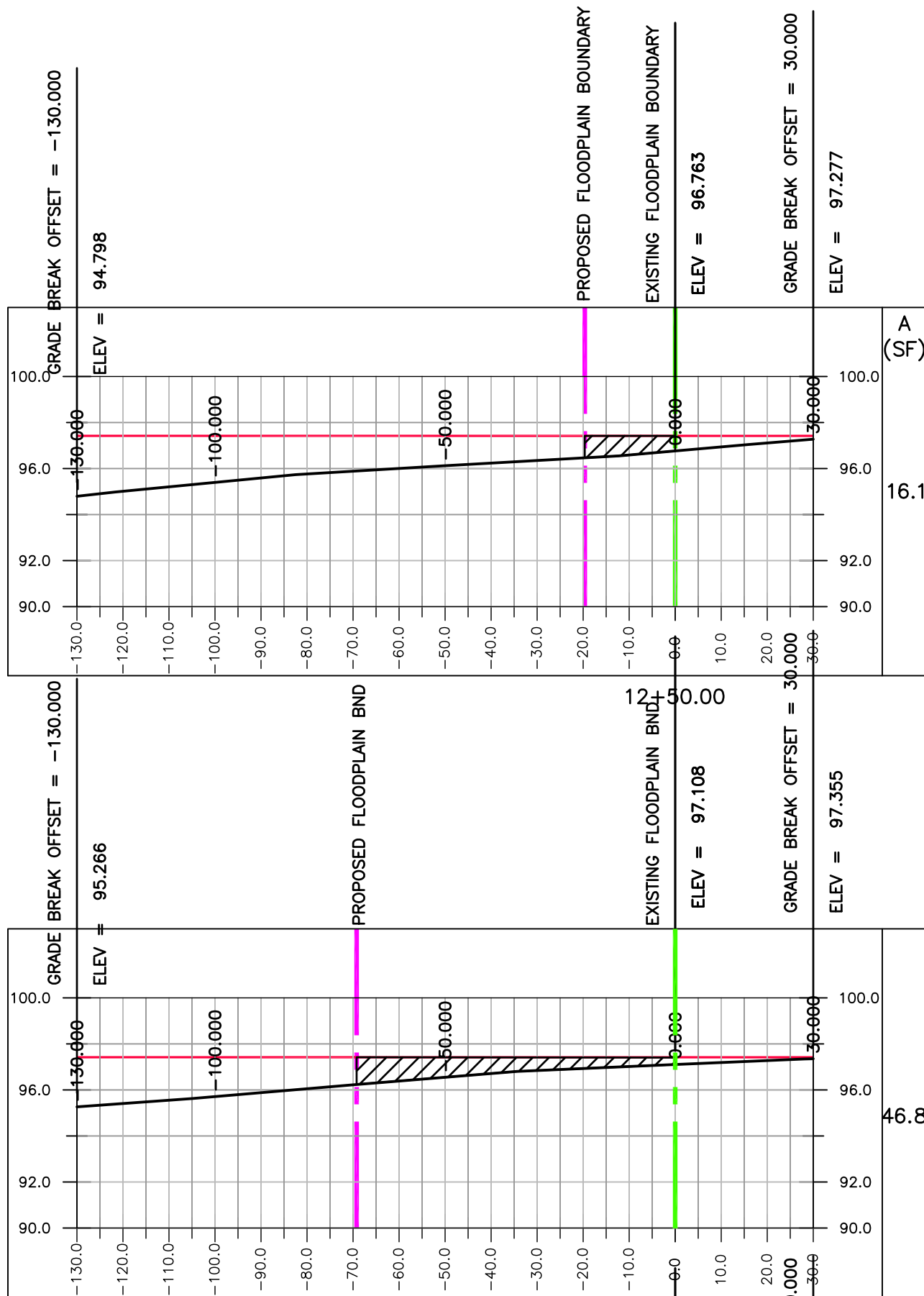
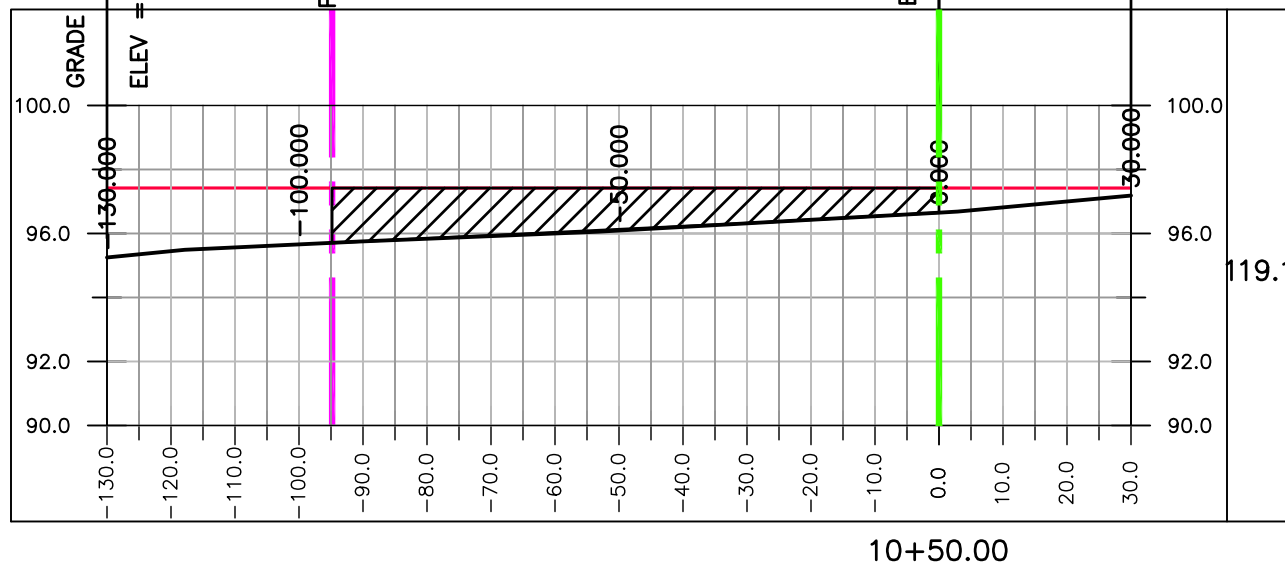
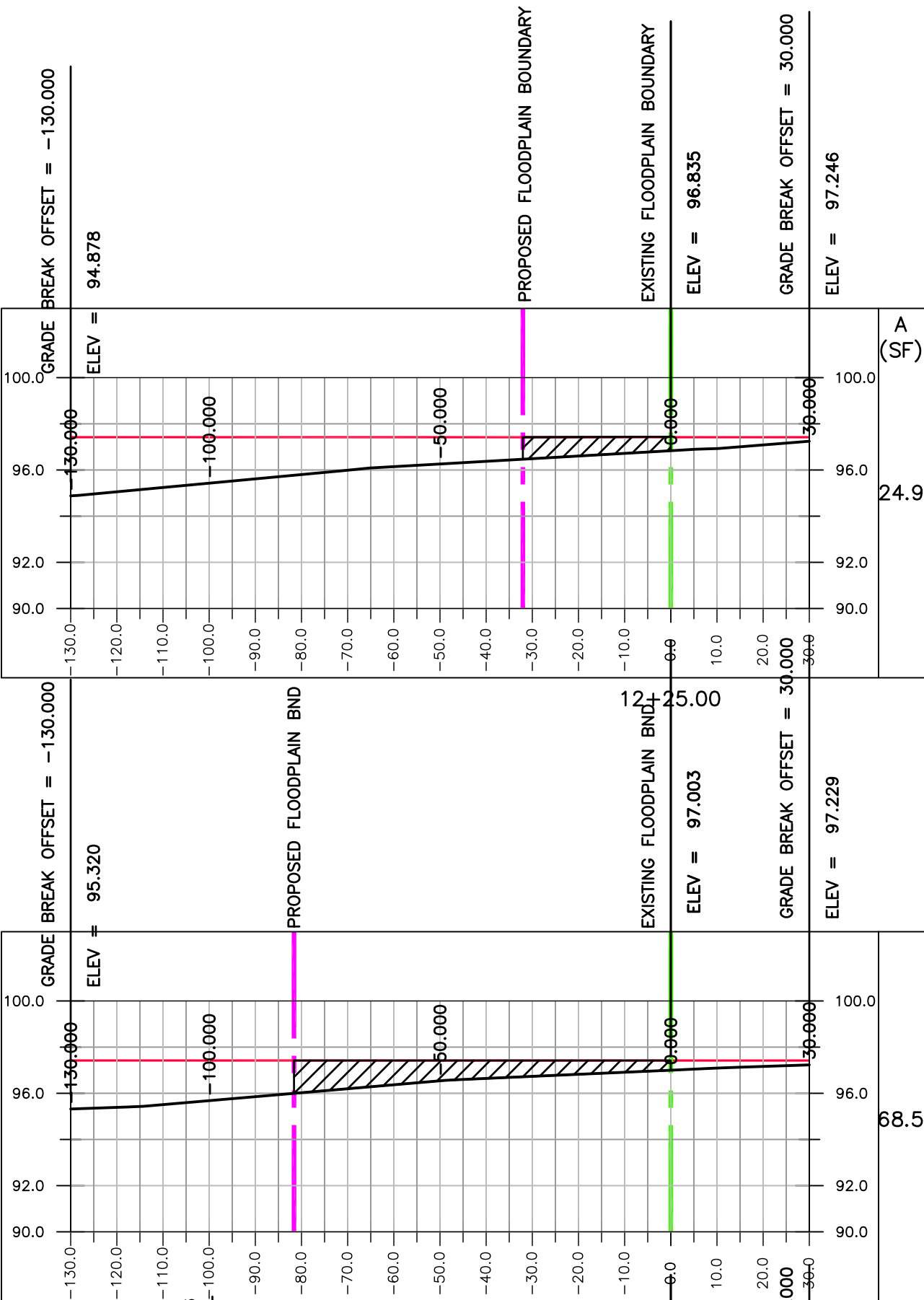
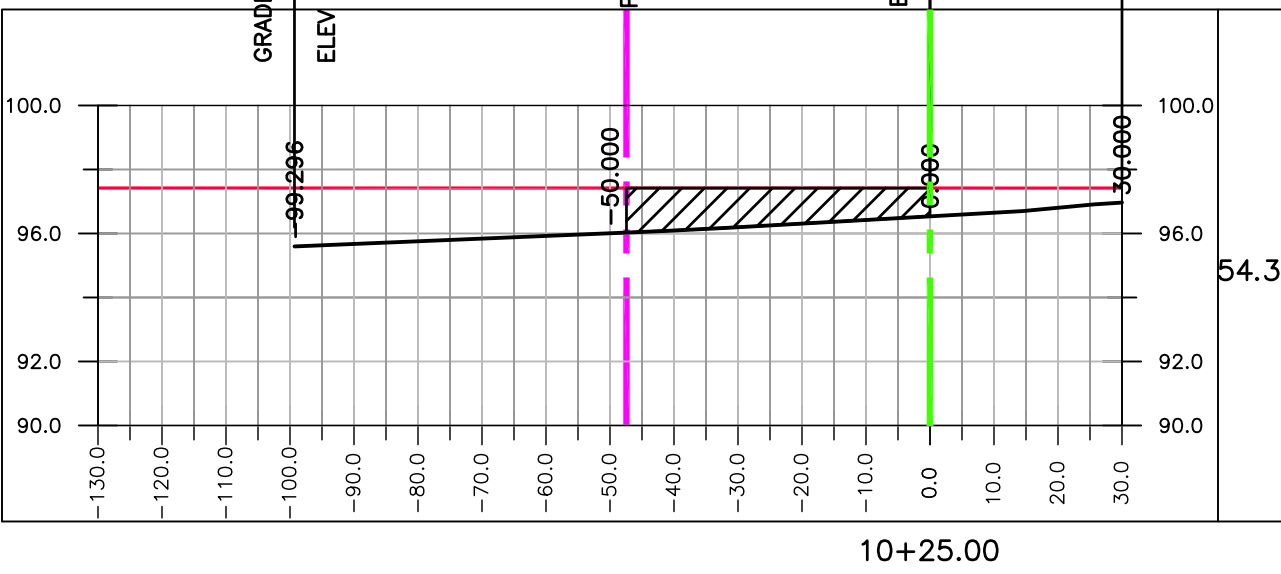
COVER SHEET

RED OAK ESTATES LOT 9
DRAINAGE EASEMENT ALTERATION
ALACHUA, FLORIDA

SHEET
C - 1

REQUIRED COMPENSATING STORAGE VOLUME
AVERAGE END AREA METHOD

STATION	AREA (SF)	VOLUME (CF)
10+00	0.0	
10+25	54.3	679
10+50	119.1	2168
10+75	129.1	3103
11+00	97.8	2836
11+25	68.5	2079
11+50	46.8	1441
11+75	29.9	959
12+00	27.8	722
12+25	24.9	659
12+50	16.1	513
12+75	5.0	264
13+00	0.0	3
TOTAL		15426



SCALE:

VERTICAL 1" = 5'

HORIZONTAL 1" = 10'

LEGEND:

- EXISTING GROUND LINE
- 100 YEAR FLOODPLAIN ELEVATION 97.42 FT.
- EXISTING FLOODPLAIN BOUNDARY
- PROPOSED FLOODPLAIN BOUNDARY
- PROPOSED FILL AREA WITHIN FLOODPLAIN

PRELIMINARY
NOT-FOR-CONSTRUCTION
PENDING APPROVAL

48 HOURS BEFORE DIGGING
CALL "SUNSHINESTATE ONE"
TOLL FREE
811
UNDERGROUND UTILITIES NOTIFICATION
CENTER OF FLORIDA

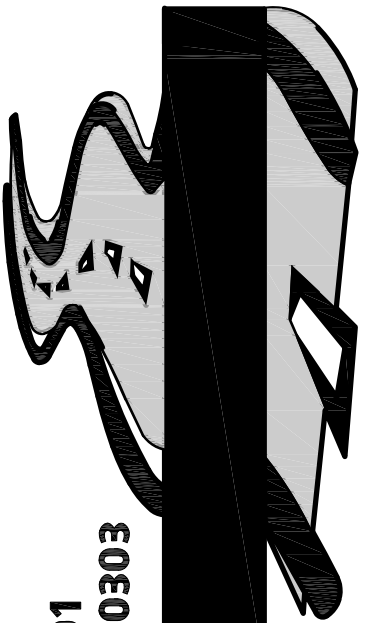
JOE MONTALTO, JR. CONSULTING ENGINEERING, LLC
D/B/A JMJ CONSULTING ENGINEERING
309 SE 7TH STREET
GAINESVILLE, FL 32601
CERTIFICATE OF AUTHORIZATION: 9907
JOESEPH MONTALTO, JR., P.E. NO. 34315

COMPENSATING STORAGE
EXISTING FLOODPLAIN IMPACTS
RED OAK ESTATES LOT 9
DRAINAGE EASEMENT ALTERATION
ALACHUA, FLORIDA

DRAWN BY: JMJ
CHECKED BY: JMJ
FILE: 2020.19

DATE: 02/19/2021
REVISIONS:

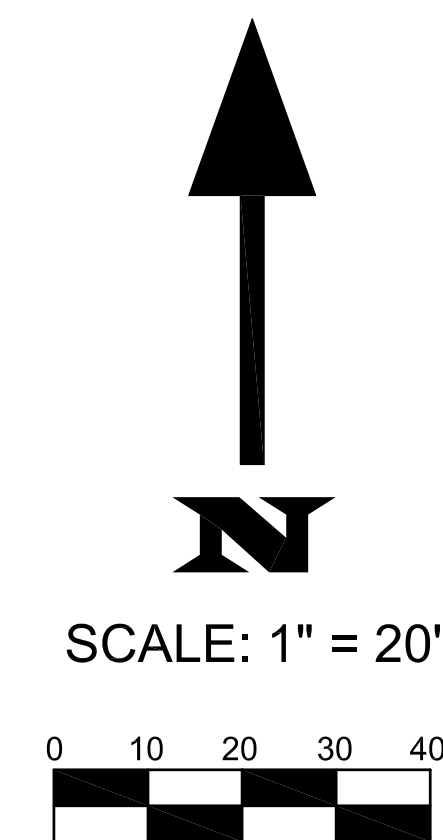
309 SE 7th Street, Gainesville, Florida 32601
Phone No. (352) 494-6225 Fax No. (352) 338-0303
JMJ CONSULTANT ENGINEER, LLC



SHEET
C - 2

1. THE BOUNDARY AND TOPOGRAPHIC SURVEY USED AS THE BASE FOR THE CONSTRUCTION PLANS IS DATED FEBRUARY 15, 2021 AND WAS PREPARED BY DEREN LAND SURVEYING, (352) 331-0010.
2. THE EXISTING DRAINAGE EASEMENT SHOWN ON THE SURVEY AND CONSTRUCTION PLANS IS FROM THE "RED OAK ESTATES" PLAT AS RECORDED IN BOOK 26, PAGE 84 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
3. THE MATERIAL EXCAVATED FROM THE COMPENSATING STORAGE BASIN SHOULD BE TESTED AND EVALUATED FOR SUITABILITY AS FILL (EMBANKMENT) FOR THE PROPOSED RESIDENTIAL BUILDING PAD PRIOR TO PLACEMENT.

4. EROSION CONTROL SHALL BE IMPLEMENTED FOR THE PROJECT AS DESCRIBED IN SECTION 104 OF THE JANUARY 2019 EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION A SILT FENCE SHOULD BE INSTALLED ALONG THE DOWNSTREAM SIDES OF THE CONSTRUCTION WORK AREA AS SHOWN IN THE PLANS.
5. ALL RED OAK RANCH ESTATES COVENANTS AND RESTRICTIONS SHALL APPLY TO THIS PROJECT.



NOTE: SOD ALL SLOPES 4:1 OR STEEPER

100 YEAR FLOOD ELEVATION = 97.42 FT

100 YEAR FLOOD ELEVATION = 97.42 FT

VOLUME REMOVED WITH BASIN EXCAVATION BETWEEN ELEV. 96' AND 97'

AREA @ ELEV. 97' = 13,781 SF

AREA @ ELEV. 96' = 10,952 SF

$$\text{VOLUME} = [(13,781 \text{ SF} + 10,952 \text{ SF})/2] * (1 \text{ FT DEPTH}) = 12,367 \text{ CF}$$

**VOLUME REMOVED WITH BASIN EXCAVATION BETWEEN ELEV. 97' AND 97.42'

AREA @ ELEV. 97.42' = 6,551 SF

AREA @ ELEV. 97' = 5,916 SF

VOLUME = $[(6,551 \text{ SF} + 5,916 \text{ SF})/2] * (1 \text{ FT DEPTH}) = 6,233 \text{ CF}$

** (CONSERVATIVE APPROACH USING ONLY AREA IN BASIN ABOVE 98' CONTOUR)

TOTAL VOLUME PROVIDED: = 18,600 CF @ ELEV. 97.42'

VOLUME REQUIRED: = 15,426 CF

FACTOR OF SAFETY (F.S.) = $18,600/15,426 = 1.2$

JOE MONTALTO, JR. CONSULTING ENGINEERING, LLC
D/B/A JMJ CONSULTING ENGINEERING
309 SE 7TH STREET
GAINESVILLE, FL 32601
CERTIFICATE OF AUTHORIZATION: 9907
JOSEPH MONTALTO, JR., P.E. NO. 34315

COMPENSATING STORAGE GRADING PLAN

RED OAK ESTATES LOT 9 DRAINAGE EASEMENT ALTERATION ALACHUA, FLORIDA

SHEET
C - 3

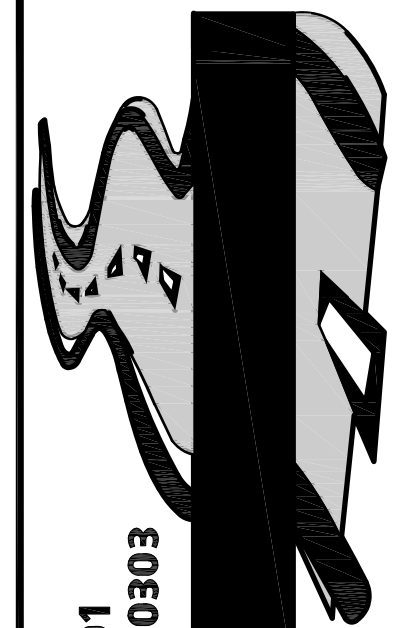
DATE: 02/19/2021
REVISIONS: 03/26/2021
REVISIONS: 04/19/2021
REVISIONS: 06/02/2021
REVISIONS: 06/24/2021
REVISIONS: 07/01/2021

DRAWN BY:	JMJ
CHECKED BY:	JMJ
FILE:	2020.19

309 SE 7th Street, Gainesville, Florida 32601
Phone No. (352) 494-6225 Fax No. (352) 338-0303

JMJ CONSULTANT ENGINEER, LLC

JW



BOUNDARY AND TOPOGRAPHIC SURVEY

TAX PARCEL #04013-009-000

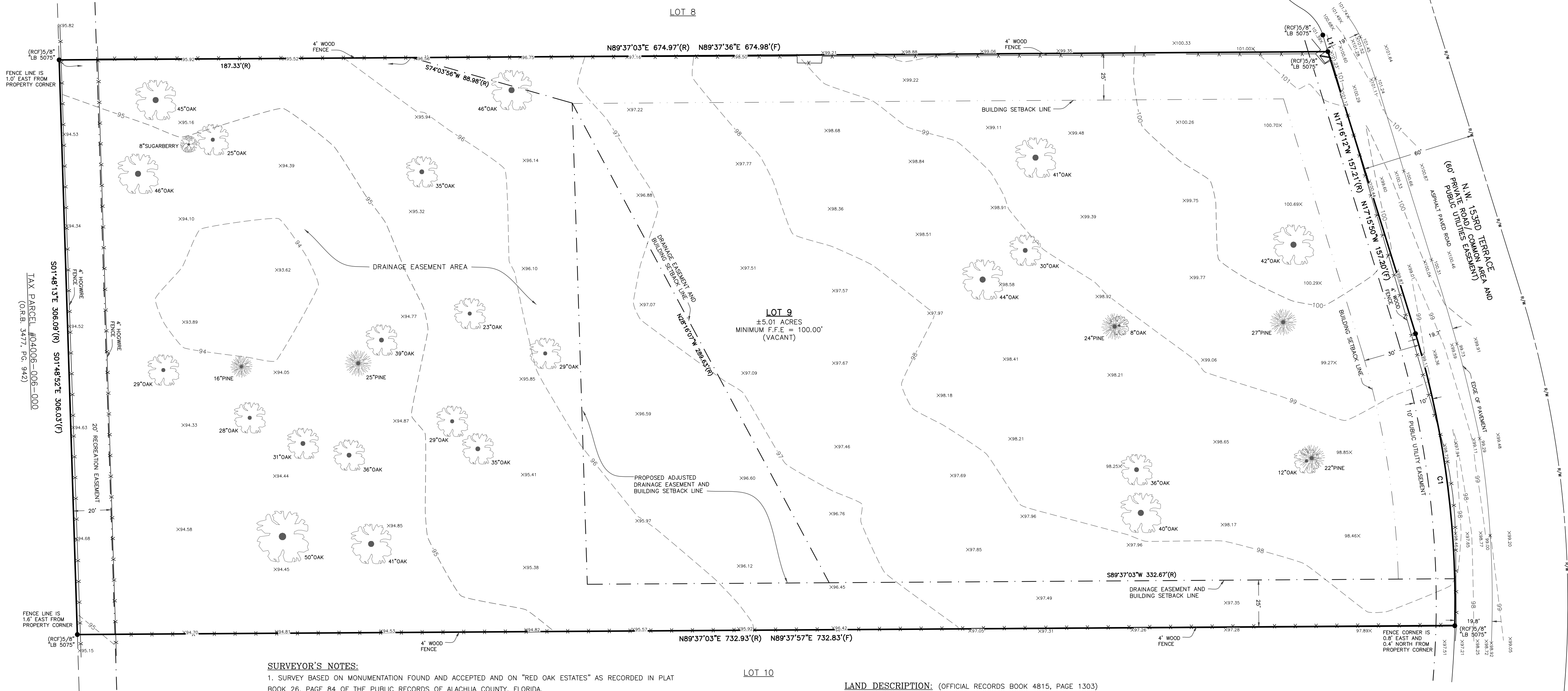
10858 N.W. 153RD TERRACE

ALACHUA, FL 32615

SECTION 34, TOWNSHIP 08 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA

LINE TABLE	
LINE #	LINE BEARING AND DISTANCE
L1	N17°16'12"W 9.17'(R) N16°50'14"W 9.22'(F)

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	157.57'(R)	500.00'(R)	19°12'34"(R)	79.53'(R)
	157.50'(F)	500.00'(F)	18°02'53"(F)	79.41'(F)



SURVEYOR'S NOTES:

1. SURVEY BASED ON MONUMENTATION FOUND AND ACCEPTED AND ON "RED OAK ESTATES" AS RECORDED IN PLAT BOOK 26, PAGE 84 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. BEARINGS ARE BASED ON NAD83, FLORIDA STATE PLANE, NORTH ZONE, AS ESTABLISHED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK.
3. VERTICAL DATUM IS BASED ON NAVD88 AS ESTABLISHED BY RECORDED PLAT BENCHMARKS.
4. THE DIGITAL SIGNATURE AND SEAL AS SHOWN ON THIS SURVEY ARE ONLY VALID FOR THIS ELECTRONIC PDF SURVEY FILE.
5. THE PRINTED SURVEY AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS NOTED, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED FOR THIS SURVEY.
7. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
8. ONLY ABOVE GROUND UTILITIES WERE LOCATED FOR THIS SURVEY.
9. NORTH ARROW IS BASED ON BEARING STRUCTURE.
10. CERTIFICATION IS NOT TRANSFERABLE.
11. THE PURPOSE OF THIS SURVEY IS TO SHOW BOUNDARY, TOPOGRAPHIC, TREES AND IMPROVEMENT INFORMATION.
12. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
13. COPIES AND ELECTRONIC FILES OF THIS SURVEY ARE ONLY AVAILABLE TO THE CLIENT FOR 90 DAYS FROM THE DATE OF SIGNATURE. AFTER 90 DAYS, A MINIMUM FEE OF 50% OF THE ORIGINAL SURVEY COST WILL BE ASSESSED.
14. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
15. THIS SURVEY WAS PREPARED WITHOUT THE PRIVILEGE OF TITLE OR OWNERSHIP INFORMATION, AND AS SUCH IS SUBJECT TO ANY AND ALL LAND RIGHTS THAT AN ACCURATE TITLE SEARCH WILL REVEAL. THIS SURVEYOR IS NOT LIABLE FOR ANY ERRORS CAUSED BY LACK OF THIS INFORMATION OR OMISSIONS FROM THIS SURVEY THAT SAID TITLE RESEARCH WOULD REVEAL.

LAND DESCRIPTION: (OFFICIAL RECORDS BOOK 4815, PAGE 1303)

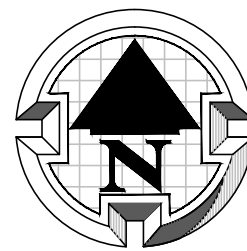
LOT 9, RED OAK ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 84, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

FLOOD ZONE:

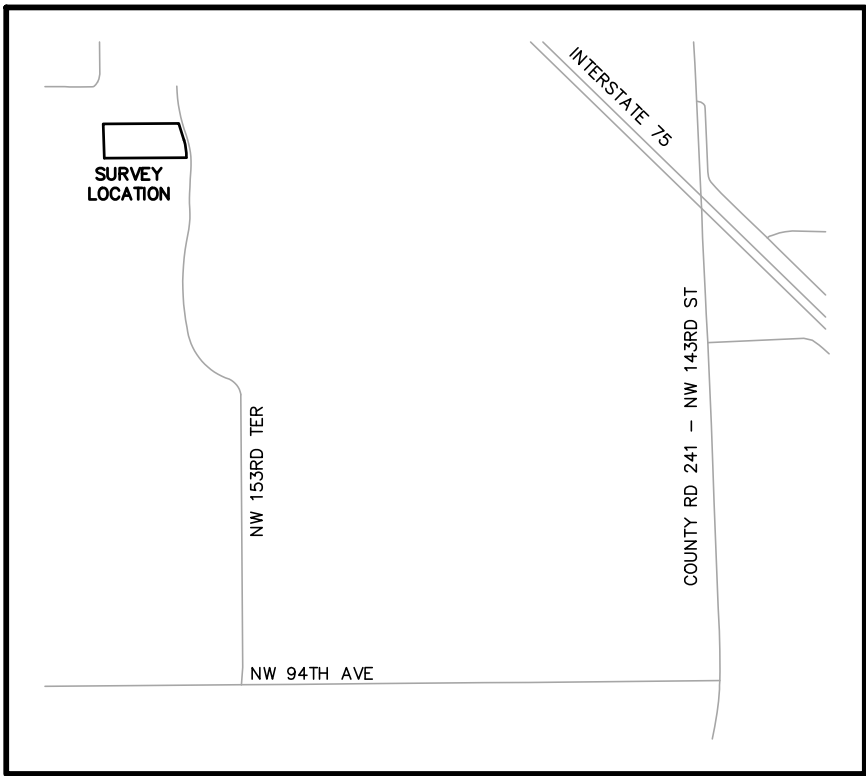
IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. PANEL No. 120 OF 640, COMMUNITY PANEL No. "120664 0120 D" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.

LEGEND:

- (R) RECORD MEASUREMENT
- (F) FIELD MEASUREMENT
- R/W RIGHT-OF-WAY
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- F.F.E. FINISHED FLOOR ELEVATION
- ELEV. ELEVATION
- (RCF) REBAR & CAP FOUND
- ⊙ (NDF) NAIL & DISK FOUND
- ⊠ ELECTRIC TRANSFORMER
- FENCE LINES



SCALE: 1" = 30'
DEREN LAND SURVEYING
"ACCURACY COUNTS — KNOW YOUR BOUNDARIES"



LOCATION MAP: NOT TO SCALE

DATE OF FIELD WORK: 02-01-2021

CERTIFY SURVEY TO:
KEVIN AND KELLU ROSS

SCALE: 1" = 30'

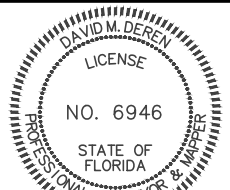
BAR IS ONE INCH ON
ORIGINAL DRAWING
0 1"

IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

PAGE 1 OF 1

DATE: 02-15-2021
DRAWN BY: GUY
FIELD BOOK: 415/57-59

COPYRIGHT © DEREN LAND
SURVEYING, LLC. LB No. 7996



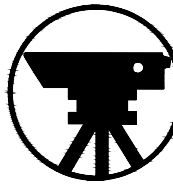
PROFESSIONAL SURVEYOR & MAPPER FLA.CERT. 6946

JOB NO. 21033

ACAD FILE: 21033

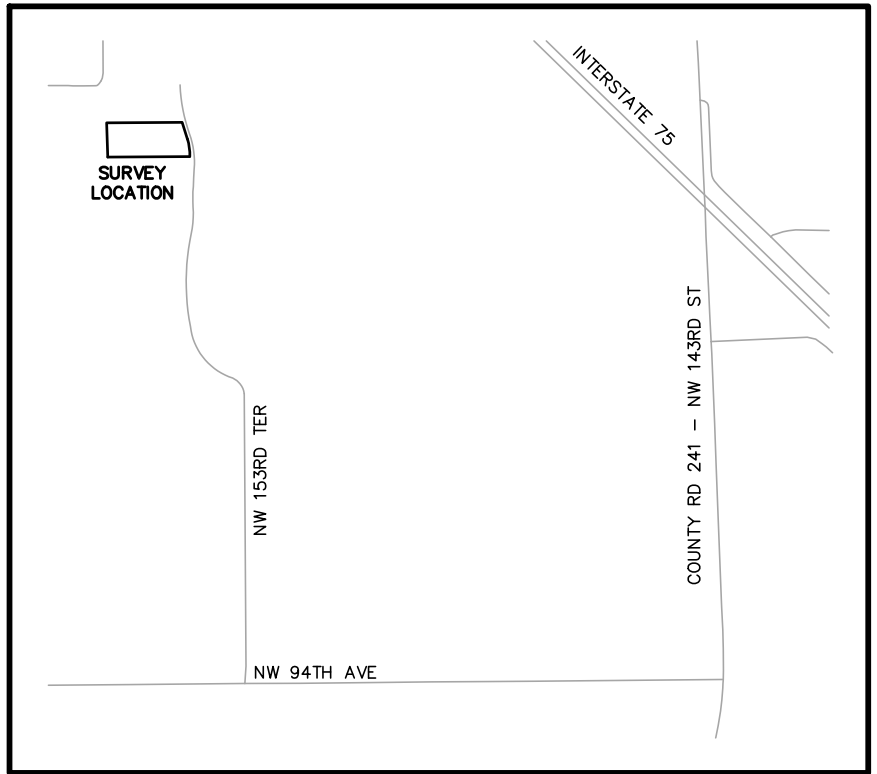
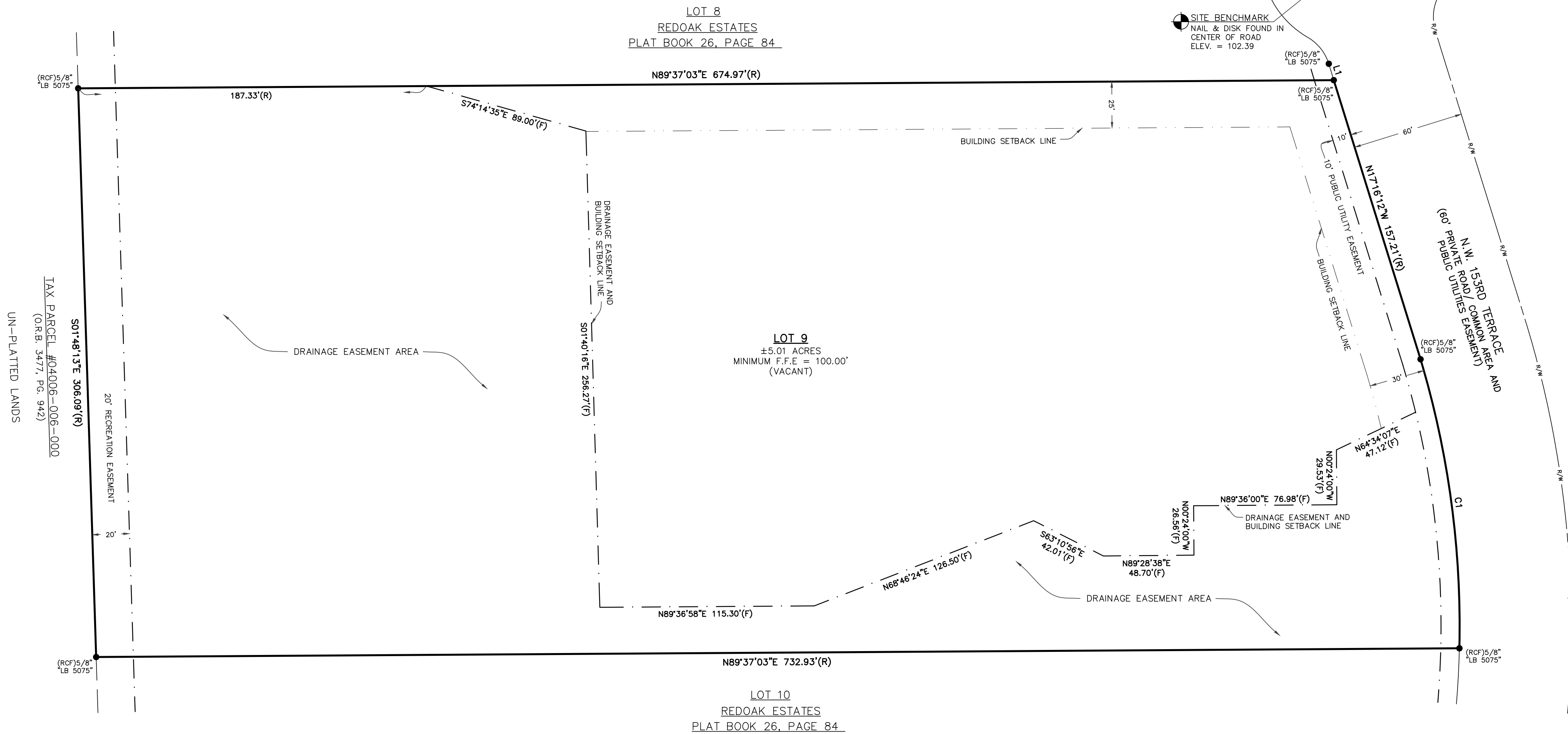
DAVID M. DEREN P.S.M.
4605 N.W. 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609
PHONE: (352) 331-0010
PHONE: (352) 336-3363
FAX: (352) 336-1064
DERENLANDSURVEYING.COM

DEREN
LAND SURVEYING



PRELIMINARY
RED OAK ESTATES, LOT 9 REPLAT
A REPLAT OF LOT 9 AS SHOWN ON THE PLAT OF RED OAK ESTATES
PLAT BOOK 26, PAGE 84
LOCATED IN SECTION 34, TOWNSHIP 08 SOUTH RANGE 18 EAST
CITY OF ALACHUA
ALACHUA COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 1 OF 1



LOCATION MAP: NOT TO SCALE

OWNERS CERTIFICATION AND DEDICATION
WE, THE UNDERSIGNED, KEVIN ROSS AND KELLI ROSS, HUSBAND AND WIFE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF "RED OAK ESTATES, LOT 9 REPLAT", AS AS DESCRIBED HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON, FOR PUBLIC UTILITY PURPOSES.

WITNESS _____ OWNER _____
PRINT NAME _____

WITNESS _____ OWNER _____
PRINT NAME _____

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR AND MAPPER:
THIS IS TO CERTIFY THAT I HAVE REVIEWED THIS REPLAT FOR CONFORMITY TO PART 1 OF CHAPTER 177, FLORIDA STATUTES, BUT HAVE NOT VERIFIED THE SURVEY DATA.

EXAMINED ON: _____

AND

APPROVED BY: _____
PROFESSIONAL SURVEYOR AND MAPPER

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:
THIS IS TO CERTIFY, THAT ON _____, THE FOREGOING REPLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

MAYOR _____

ATTEST: _____

CITY MANAGER _____ FILED FOR RECORD ON: _____

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

EXAMINED ON: _____

AND APPROVED AS TO LEGAL FORM & SUFFICIENCY BY:

CITY ATTORNEY _____

CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT:

EXAMINED ON: _____

AND APPROVED BY:

COUNTY HEALTH DEPARTMENT _____

RECEIVED AND FILED:
RECEIVED AND FILED FOR RECORD ON THIS DAY OF _____, A.D. 2021

CLERK OF THE COURT _____ DATE _____

CERTIFICATE OF SURVEYOR
I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "RED OAK ESTATES, LOT 9 REPLAT" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

DAVID M. DEREN P.S.M. _____ DATE _____
FLORIDA CERTIFICATE NO. 6946

SCALE: 1" = 40'
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DAVID M. DEREN P.S.M.
4605 N.W. 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609
PHONE: (352) 331-0010
PHONE: (352) 336-3363
FAX: (352) 336-1084
DERENLANDSURVEYING.COM



LAND DESCRIPTION:
LOT 9, RED OAK ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 84, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

- SURVEYOR'S NOTES**
- BEARINGS HEREON ARE BASED ON THE PLAT OF "RED OAK ESTATES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGE 84 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
 - THE PURPOSE OF THIS REPLAT IS TO MODIFY THE EXISTING DRAINAGE EASEMENT AND BUILDING SETBACK LINES.
 - THE ERROR OF CLOSURE OF THIS PLAT DOES NOT EXCEED 1':10,000'.
 - THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
 - IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. PANEL No. 120 OF 640, COMMUNITY PANEL No. "120664 0120 D" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.
 - BOUNDARY SURVEY WAS COMPLETED ON 02-01-2021
 - VERTICAL DATUM IS BASED ON NAVD 1988 AS ESTABLISHED FROM RECORDED PLAT BENCHMARKS.

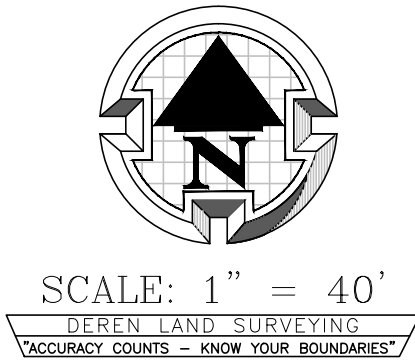
NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT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

ALL PLATED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. 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. FLORIDA STATUTE 177.091 (28).

LINE TABLE	
LINE #	LINE BEARING AND DISTANCE
L1	N17°16'12"W 9.17'(R)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING AND DISTANCE
C1	157.57'(R)	500.00'(R)	19°12'34"(R)	79.53'(R)	N07°39'56"W 156.84'(R)

LEGEND:
(R) RECORD MEASUREMENT
(F) FIELD MEASUREMENT
R/W RIGHT-OF-WAY
O.R.B. OFFICIAL RECORDS BOOK
P.G. PAGE
ELEV. ELEVATION
● (R/F) REBAR & CAP FOUND
⦿ (N/D) NAIL & DISK FOUND



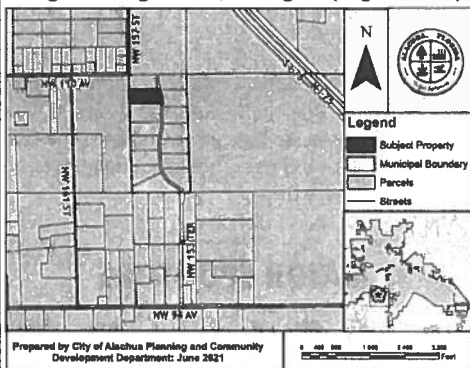
organization has worked to achieve its goal of becoming a community where no North Central Florida was created in 2018 when the



City of ALACHUA

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

Notice is hereby given that the Planning & Zoning Board of the City of Alachua will hold a public hearing on July 13, 2021, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Joe Montalto, Jr., P.E., of JMJ Consulting Engineering, LLC, applicant and agent, for Kevin and Kelli Ross, property owners, for consideration of a Replat (Final Plat) of Lot 9 of the Red Oak Estates Subdivision as recorded in Plat Book 26 Page 84 consisting of a ± 5.01 acre subject property; located at 10858 NW 153rd Terrace, Alachua, FL 32615; consisting of Tax Parcel No. 04013-009-000. Future Land Use Map (FLUM) Designation: Agriculture; Zoning: A ("Agricultural").



At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 101 at least 48 hours prior to the public hearing.



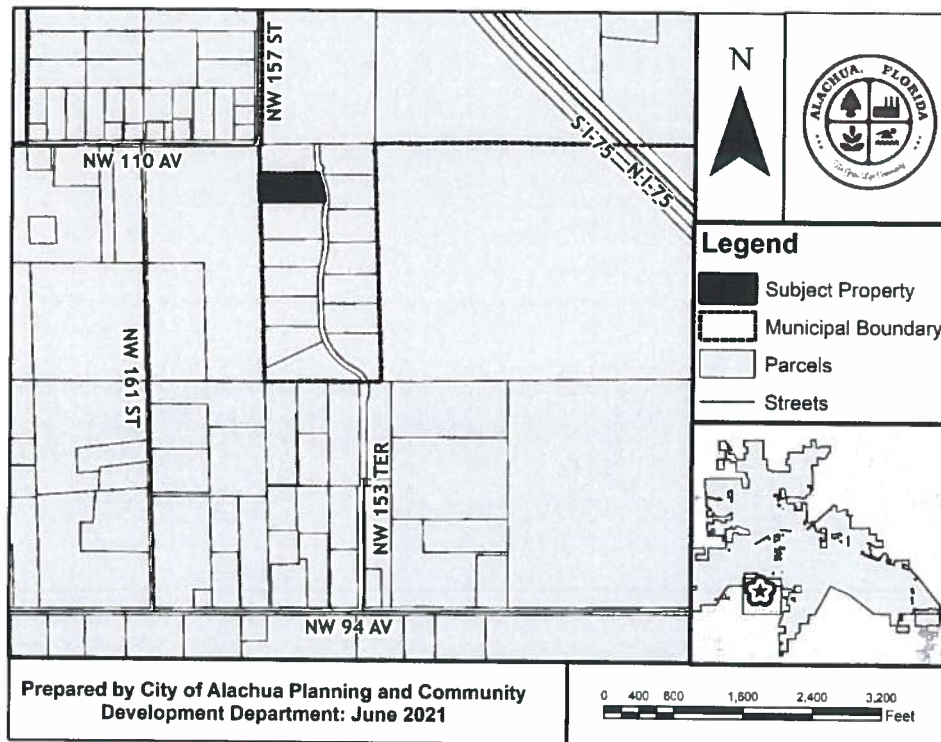
City of
ALACHUA

THE GOOD LIFE COMMUNITY

Mailed 6/28/21

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Phone: (386) 418-6121 ♦ Fax: (386) 418-6130

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Waikouaiti 9471

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Tamara Robbins
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Michele L. Lieberman, County
Manager
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Bonnie Flynn
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Alachua, FL 32615

Jeannette Hinsdale
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Alachua, FL 32616

Lynn Coullias
7406 NW 126th Ave
Alachua, FL 32615

Lisa Jenkins
P.O. Box 1071
Alachua, FL 32616

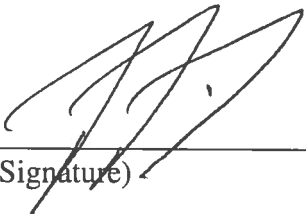
Hugh & Jean Calderwood
P.O. Box 2307
Alachua, FL 32616

AFFIDAVIT FOR POSTED LAND USE SIGN

I JOE MONTALTO, JR., POSTED THE LAND USE
SIGN ON 6-28-2021 FOR THE Final Plat – Red Oak Estates Lot 9 Replat
(Date) (State type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.


(Signature)

One (1)
(Number of signs)

Newberry OKs three-day carnival

ER the event and discuss the site plan.

For have ide for is just he City ved a allow LLC, carnival t. f Vivid s agent r Pat tations g and e City 12 to ed for

A carnival by Florida Carnivals and More will be open all three days of the event, Aug. 20 - 22. Carnival hours are 3 - 11 p.m. Friday, 11 a.m. - 11 p.m. Saturday and 11 a.m. - 5 p.m. Sunday.

Doors open for the Friday and Saturday night concerts at 5 p.m. and music will run until 10:30 p.m. both nights. Saturday night's closing event will include a 15-minute fireworks display.

Knockin' Boots Saloon in Gainesville will be serving alcohol and food

vendors/trucks and souvenir event sales will also be included onsite.

Lenasbunt said he would be contacting the Alachua County Sheriff's Office and will also have EMS services available. He also explained his parking plan for ingress and egress during the events.

The gate location is 28823 W. Newberry Road, but it is best described as being adjacent to the Gilchrist County/Alachua County Line on the southeast corner of West Newberry Road and Gilchrist County Road 20185 (Southeast 90th Avenue, Gilchrist County).

Approval was given for this event with several stipulations including proof of a valid liquor license, liability insurance for the outdoor carnival and two-concert event and also the policy must list the City of Newberry as an "additional insured."

Lenasbunt was tight lipped about who would be performing at the concerts so that will have to be a surprise when the event is closer.

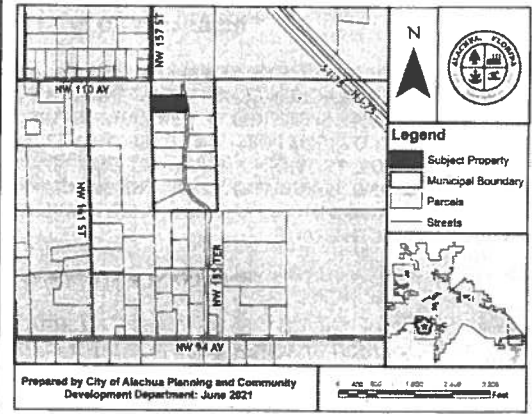
Email cwalker@alachuatoday.com



City of ALACHUA

NOTICE OF PUBLIC HEARING BEFORE THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA

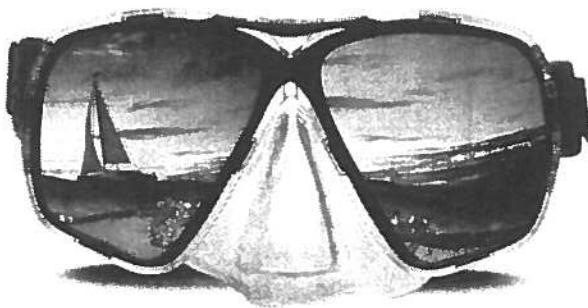
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(Published: Alachua County Today - July 15, 2021)

What does your home equity look like?



WITH INTRODUCTORY RATE
.99%*
VARIABLE RATE AS LOW AS
.75%*
Closing Costs
LIMITS UP TO \$250,000

Unlocking the equity in your home is easier than you think.

With a Home Equity Line of Credit from Capital City Bank, you'll see how the return on your investment can fund a dream vacation, college expenses or home improvements.

Apply for it just like a loan, and once you're approved you can access this cash - up to your full available credit limit - whenever you'd like, for whatever you'd like. Go online or stop by today to apply.*

Apply today at:
ccbq.com/equity



Capital City Bank



City of
ALACHUA

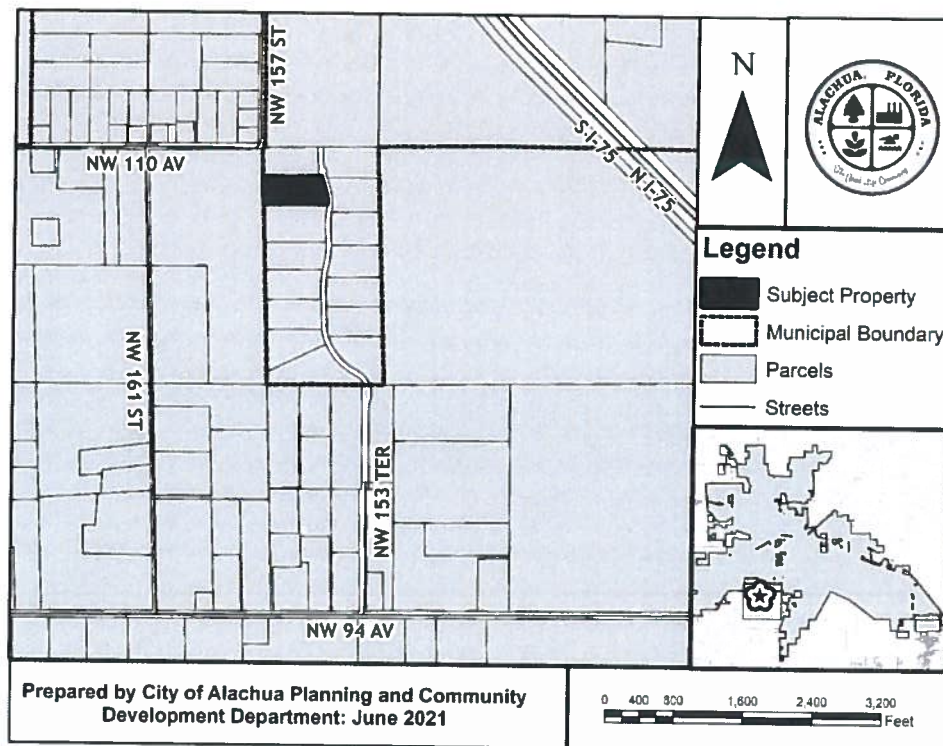
THE GOOD LIFE COMMUNITY

Mailed 7/12/21

(KC)

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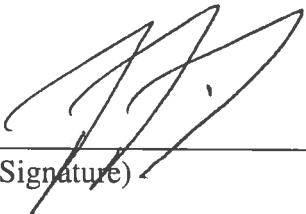
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AFFIDAVIT FOR POSTED LAND USE SIGN

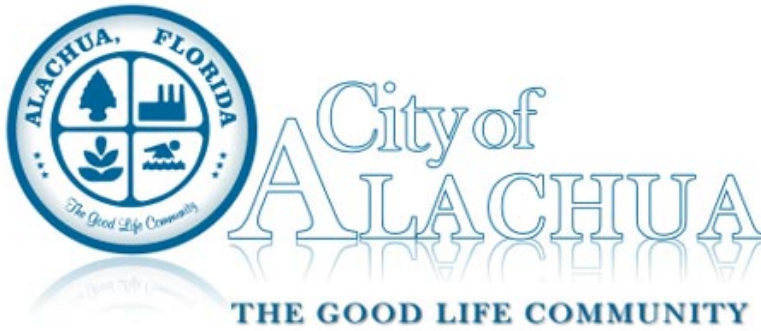
I JOE MONTALTO, JR., POSTED THE LAND USE
SIGN ON 6-28-2021 FOR THE Final Plat – Red Oak Estates Lot 9 Replat
(Date) (State type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.


(Signature)

One (1)
(Number of signs)



Commission Agenda Item

MEETING DATE: 7/26/2021

SUBJECT: Amendment to Subdividers Agreement for Briarwood Phase 1

PREPARED BY: Adam Hall, AICP, Principal Planner

RECOMMENDED ACTION:

1. Approve the Amendment to the Subdividers Agreement for Briarwood Phase 1.
 2. Authorize the Mayor and City Attorney to sign the Amendment to the Subdividers Agreement.
 3. Accept the Common Law Performance Bond in the amount \$121,824 as surety for the installation of the sidewalks.
-

Summary

On November 9, 2020, the City Commission approved the Final Plat and Subdividers Agreement for Briarwood Phase 1. The developer, Troon Creek, LLC, wishes to amend this agreement to permit the construction of sidewalks after completion of the homes within the Subdivision (the agreement currently requires that all infrastructure, including all sidewalks, be completed by the Developer and approved by the City before final building inspections can be scheduled for any homes).

The proposed amendment would permit the construction of sidewalks after completion of the homes. The surety instrument is proposed to be a Common Law Performance Bond in the amount \$121,824 (120% of the cost of construction of the sidewalks).

The remaining infrastructure has not been completed by the Developer, but is subject to the current Common Law Performance Bond of \$4,131,891.00 held by the City.

ATTACHMENTS:

Description

- ❑ Original Subdividers Agreement
- ❑ Amendment to Subdividers Agreement for Briarwood Phase 1

**SUBDIVIDERS AGREEMENT
FOR
BRIARWOOD, PHASE 1**

11/17/2020 11:01 AM
BOOK 4832 PAGE 947
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 980802
Doc Stamp-Mort: \$0.00
Doc Stamp-Deed: \$0.00
Intang. Tax: \$0.00

THIS SUBDIVIDERS AGREEMENT for Briarwood Phase 1 (the "Agreement") is made this 9th day of November, 2020.

BETWEEN

DEVELOPER: TROON CREEK LLC
A Florida Corporation (the "Developer")
Whose address is: 405 Cinnamon Oak Court
Lake Mary, FL 32746

AND

CITY: THE CITY OF ALACHUA, a Florida municipal Corporation (the "City")

R E C I T A L S:

WHEREAS, the Developer is developing a residential subdivision in the City known as Briarwood Phase 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Briarwood Phase 1 as set forth in Plat Book 37 page 33 of the Public Records of Alachua County (the "Plat"), a copy of which is attached hereto as Exhibit "B";

WHEREAS, the Developer wishes to enter into a Subdividers Agreement with City as part of the City's site specific regulations for applications for development orders for the subdivision of land as further set forth and required in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the Developer acknowledges that this Agreement is a valid exercise of the City's police powers and it is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

WHEREAS, the Developer acknowledges that this Agreement is governed by the City's LDRs and, as such, the Developer must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding or in any way arising out of this Agreement; and

WHEREAS, the Developer acknowledges that this Agreement is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer shall not have any claim for monetary damages against the City in the event of any dispute regarding or in any way arising out of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, the Developer and City hereby agree to and specify the following:

1. **Recitals:** The above recitals are true and correct and are incorporated into this Agreement by reference.
2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.
3. **Construction:** The Developer shall construct, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the construction plans, prepared by the Developer's design engineer (the "Plans") which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs (the "Improvements"). Developer agrees to proceed with the construction of the Improvements for the Project in a reasonably diligent manner to assure completion on or before November 9, 2021.
4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer.
5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It is the Developer's sole responsibility to comply with these fire flow standards. Nothing in this Agreement, in the Plans, or the Certificate of Concurrency Compliance for the Project, attached hereto as Exhibit "C" in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.
6. **Conveyance:** The conveyance by the Developer to the City of all of the required public utility infrastructure improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks, and easements as reflected on the Plat which will be recorded for the Project (the "Improvements")] shall be conveyed to the City, however, the Improvements shall not be accepted by the City until the Improvements have been completed, approved by the City, a one year warranty period as described in Paragraph 11 below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements.
7. **Compliance:** The Developer warrants that it will construct all of the Improvements in accordance with the approved Plans and Plat for the Project, City's LDRs, and all other applicable rules, regulations, ordinances, and laws.

8. **Plat:** The Plat for the Project shall be prepared at Developer's sole expense in accordance with Chapter 177 of the Florida Statutes, the LDR's and all other applicable laws, rules and regulations. The Developer shall record the Plat in the Public Records of Alachua County, Florida, immediately after its approval by the City Commission of the City of Alachua ("Commission") and provide the City with a certified copy of the recorded Plat within one (1) business day of the recording of the Plat. The City shall record this Agreement in the Public Records of the City of Alachua within five (5) business days of receiving the certified copy of the recorded Plat for the Project. The Developer shall pay all costs associated with the recording of the Plat and this Agreement. The failure to record the Plat within 45 days of its approval by the Commission shall render the Plat null and void.

9. **Surety Devices:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, as follows:
 - a. As a condition precedent to the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide the City with a Common Law Performance Bond in a form acceptable to the City in the amount of \$4,131,891 (120 % of the Estimated Probable Costs a copy of which is attached as Exhibit "D") as the guarantee of the Developer's satisfactory construction of all of the Improvements required for the Project.
 - b. Upon the Developer's completion of the Improvements and the City's approval (but not acceptance) of the completed Improvements, the compliance with the provisions in subparagraph a. above, and the Developer providing a maintenance surety instrument in a form acceptable to the City in the amount of 10% of the certified actual cost of construction of the Improvements, the City will return the original Common Law Performance Bond to the Developer, less any claims made on it by the City to complete any Improvements.

10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, the Developer may commence construction of the Improvements. Construction shall be completed on or before November 9, 2021. During the construction period, the Project's Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:
 - a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
 - b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.

- c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
- d. Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
- e. Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
- f. Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement.

The Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this Paragraph shall submit to the City the inspection reports. The inspection reports shall show any discrepancies and shall note the correction of each discrepancy in a subsequent report. The Developer shall provide each inspection report to the City's Public Services Department with a copy to the City's Department of Planning and Community Development. City may in its sole discretion, demand in writing the immediate correction of any discrepancies contained on any of the inspection reports within a reasonable period set forth in the written demand. If the correction is not completed in the timeframe in the demand, the City is authorized to make a demand on the common law performance bond provided on behalf of the developer in order to correct the discrepancy.

- * Upon completion of the Improvements, the Developer shall have the Project's Engineer of Record or the Professional Engineer performing the inspection services conduct a final inspection and compile a final punch list. Upon the Project's Engineer of Record or the Professional Engineer performing the inspection services providing a final report to the Developer and the City indicating that all of the deficiencies noted in any inspection report and on the final punch list have been completed and the Improvements are in working order and in accordance with the Plans and LDRs, the LDR Administrator or designee shall thereafter perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within 60 days of receipt of the final report. Upon completion of any and all repairs and a certification by the Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this Section that the Improvements have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Project's Engineer of Record or the Professional Engineer performing the inspection services shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide a surety instrument in a form acceptable to the City in the amount of 10% of the certified cost of actual construction of the Improvement as the one year maintenance surety to the City as set forth in Paragraphs 9.b. above and 12 below.

- 11. **No Final Inspections or Occupancy**: In the event the Developer conveys any interest, legal or equitable, to any property in the Project, notice is given that the City shall not

conduct a final inspection on any house nor will the City provide permanent City utility services until the Improvements required in this Agreement have been approved in accordance with this Agreement. Developer agrees that there is no reasonable business backed expectation that any purchasers of lots or houses will be able to occupy or inhabit houses in the Project until this approval has occurred.

12. **Warranty Period:** The Developer warrants all Improvements for the Project for a period of one year from the City's approval, other than routine maintenance. Should the City, in the City's sole discretion, deem repairs are needed to the Improvements, the City shall provide notice to the Developer and the repairs shall be made within two weeks of written notice. In the event the Project's Engineer of Record determines that a requested repair will take more than two weeks to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one year warranty period. The warranty period shall be extended until the completion of all requested repairs. If the Developer does not complete the repairs within two weeks from the notice, it shall constitute a breach of this Agreement.
13. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the Improvements shall in no case bind the City to accept the Improvements for public maintenance or operation until the Public Services Director has approved the Improvements to be constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulation and the City Commission has accepted the Improvements. Within 60 days of the Public Services Director's approval, the City Commission will formally accept maintenance of the public Improvements, and will return the balance of the maintenance surety instrument for the Improvements to the Developer, less any claims made on it by the City to complete any Improvements. The maintenance of the stormwater management system shall be the responsibility of the Developer.
14. **Non-Interest Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest bearing bank account.
15. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".
16. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed

necessary by the City to secure the Developer's compliance with the terms of this Agreement.

17. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.
18. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.
19. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.
20. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 23 below.
21. **Agreement Runs with Land:** This Agreement shall be recorded in the Public Records of Alachua County, Florida and shall run with the Land.
22. **Developer's Default:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on all surety instruments provided by Developer hereunder, and have all other remedies allowed by law. The City's rights to declare a default are cumulative and the City's

failure to declare a default at any time shall not waive its right to declare a future default.

23. **Notices:** Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City: City of Alachua
Attn: City Manager / LDR Administrator

Via Hand Delivery: 15100 NW 142nd Terrace
Alachua, FL, 32615

Via U.S. Mail: Post Office Box 9
Alachua, FL 32616

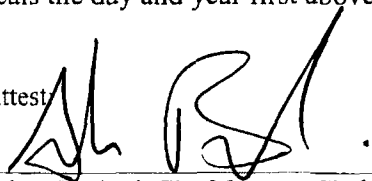
Developer: Troon Creek LLC
405 Cinnamon Oak Court
Lake Mary, FL 32746

24. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.
25. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
26. **Not Assignable Without Approval:** This Agreement shall not be assignable by the Developer without the written approval of the Commission.
27. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.
28. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.
29. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.

30. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement.
31. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.
32. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.
33. **Time of Essence:** Time is of the essence in complying with the terms of this Agreement.
34. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.
35. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.
36. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

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

Attest


Adam Boukari, City Manager Clerk

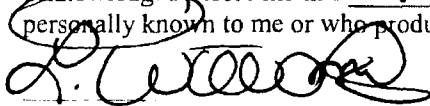
CITY OF ALACHUA

By:


Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 1 was acknowledged before me this 9 day of November, 2020, by GIB COERPER, who is personally known to me or who produced _____ as identification.





LEANNE WILLIAMS
Commission # GG 191426
Expires July 1, 2022
Bonded thru Budget Notary Services

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

Approved as to form: -

Marian B. Rush
 Marian B. Rush, City Attorney

Witnesses:

DEVELOPER: TROON CREEK LLC

[Signature]
[Signature]
[Signature]

By: [Signature]
 Craig Rounier (TITLE)

STATE OF FLORIDA
 COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 1 was acknowledged before me this 2nd day of November, 2020, by Craig Rounier (type name of signator), who is personally known to me or who produced as identification.

[Signature]
 Notary Public, State of Florida at large
 Commission No.:
 Expiration: [SEAL]

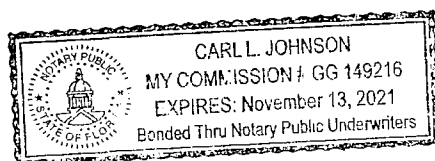


EXHIBIT A - BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT

TAX PARCEL NUMBERS:

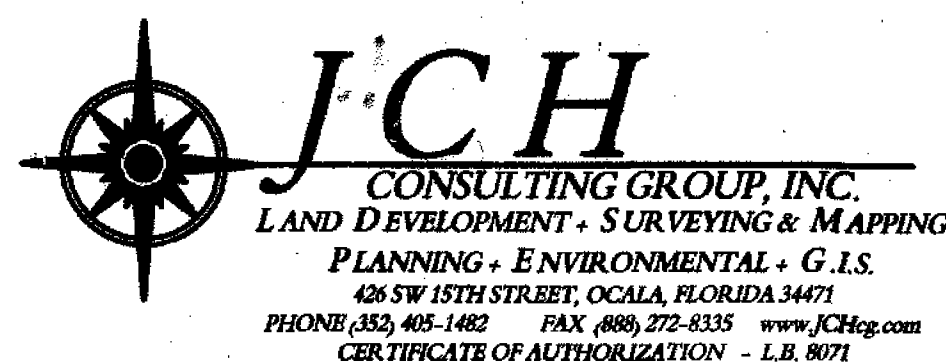
Alachua County Tax Parcels:

03044-011-001, 03044-011-002, 03044-011-003 and 03044-010-003

LEGAL DESCRIPTION:

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

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTH LINE OF SAID SECTION 8, S.88°17'56"W., 59.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. S-235-A (NW 173 STREET) A 100' PUBLIC RIGHT OF WAY; THENCE DEPARTING SAID NORTH LINE OF SECTION 8, ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 11409.14 FEET, A CENTRAL ANGLE OF 02°13'27", AND A CHORD BEARING AND DISTANCE OF S.01°45'30"E., 442.89 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 442.92 FEET TO A POINT OF TANGENCY; 2) THENCE S.00°31'59"W., 368.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, ALONG THE NORTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972, S.88°32'05"W., 1,198.23 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG WEST BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 S.00°32'59" E., 30.22 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°27'00" W., 137.44 FEET; THENCE N.01°06'53" W., 232.62 FEET; THENCE S.88°32'05" W., 117.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'23", AND A CHORD BEARING AND DISTANCE OF S.43°32'53" W., 28.28 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY; THENCE S.88°33'42" W., 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°55'06", AND A CHORD BEARING AND DISTANCE OF N.46°29'45" W., 28.26 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.39 FEET TO THE END OF SAID CURVE; THENCE S.88°32'42" W., 114.94 FEET; THENCE N.01°27'22" W., 166.00 FEET; THENCE N.88°32'42" E., 19.03 FEET; THENCE N.01°27'18" W., 109.58 FEET; THENCE N.88°33'42" E., 46.00 FEET; THENCE N.01°26'18" W., 116.00 FEET; THENCE N.02°46'59" W., 50.01 FEET; THENCE N.01°26'18" W., 165.40 FEET TO A POINT ON THE NORTH LINE OF AFOREMENTIONED SECTION 8, THENCE ALONG SAID NORTH LINE N.88°33'42" E., 1,596.73 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 29.02 ACRES, MORE OR LESS.



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

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

ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12001C01100, ALACHUA COUNTY, FLORIDA DATED JUNE 16, 2006, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" - AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE FINAL PLAT RECORDING. ALL PERSONS WITH AN INTEREST IN THE LANDS DESCRIBED HEREON SHOULD EVALUATE THE CURRENT FLOODPLAIN LIMITS AS THEY MAY BE AMENDED FROM TIME TO TIME AS DETERMINED BY FEMA.

MORTGAGEE'S APPROVAL

LONG CREEK INVESTMENTS, LLC, HOLDER OF THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4791, PAGE 591, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATE: 16 Oct 2020

MORTGAGEE: LONG CREEK INVESTMENT, LLC

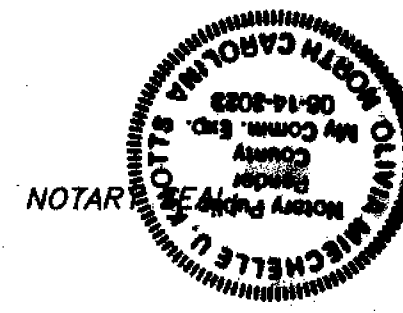
WITNESS: [Signature]BY: [Signature]WITNESS: [Signature]TITLE: Member/Manager**ACKNOWLEDGEMENT**STATE OF North Carolina
COUNTY OF Pender

I HEREBY CERTIFY THAT ON THIS DAY THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 16 DAY OF October, 2020, BY Robert P. O'Linn AS Manager KNOWN BY ME TO THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT HE/SHE EXECUTED THIS INSTRUMENT AS HIS/HER FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 16 DAY OF October, A.D. 2020.

[Signature]
NOTARY PUBLIC

[Signature]
PRINT NAME:

**MORTGAGEE'S APPROVAL**

GOLDEN POND FARMS, INC., HOLDER OF THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4791, PAGE 597, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATE: November 2, 2020

MORTGAGEE: GOLDEN POND FARMS, INC.

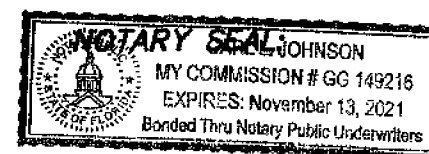
WITNESS: [Signature]BY: [Signature]WITNESS: [Signature]TITLE: PRESIDENT**ACKNOWLEDGEMENT**STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 2nd DAY OF November, 2020, BY Eric J. Parker AS President KNOWN BY ME TO THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT HE/SHE EXECUTED THIS INSTRUMENT AS HIS/HER FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 2nd DAY OF November, A.D. 2020.

[Signature]
NOTARY PUBLIC

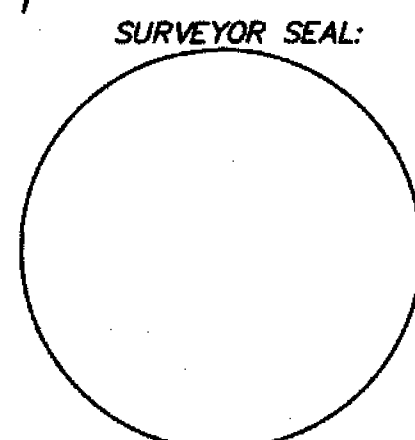
[Signature]
PRINT NAME:

**SURVEYOR'S CERTIFICATE**

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

SURVEYOR SEAL:

[Signature]
CHRISTOPHER J. HUNSON (LICENSE NO. 156553)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
JCH CONSULTING GROUP, INC. (LICENSED BUSINESS NUMBER LB8071)
426 SW 15TH STREET
OCALA, FLORIDA 34471



BRIARWOOD PHASE 1

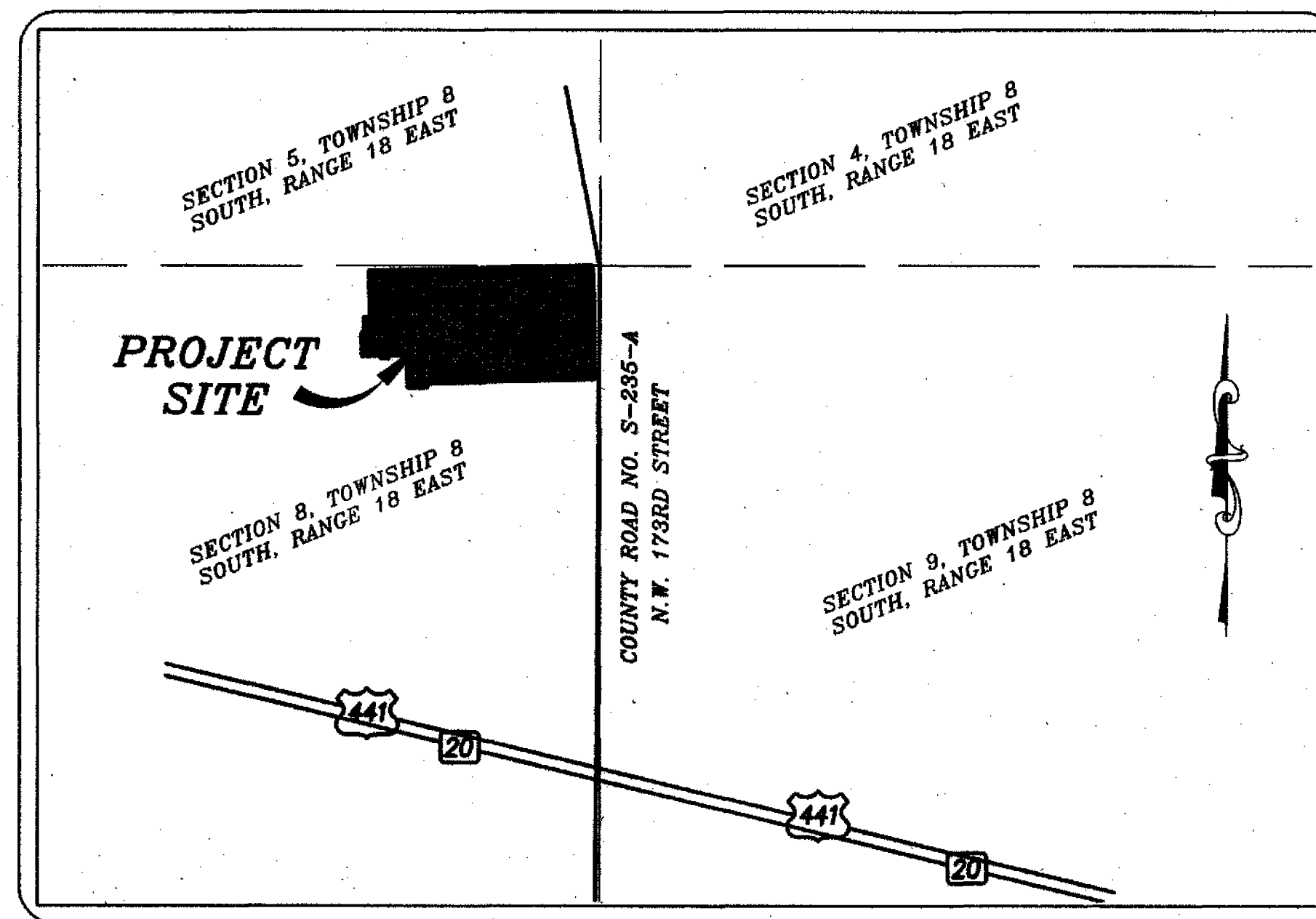
A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST

CITY OF ALACHUA

ALACHUA COUNTY, FLORIDA

VICINITY MAP:

NOT TO SCALE

**SURVEYOR'S NOTES:**

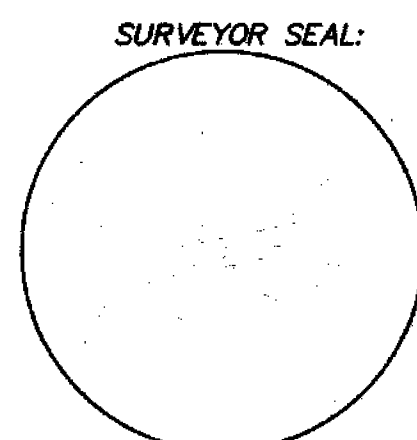
- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK AND REFERENCED TO THE NORTH LINE OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AS BEING N.88°33'42"E.
- A 5/8 INCH DIAMETER IRON ROD WITH CAP NO. LB 8071 WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN SUBSECTION 177.09(9), FLORIDA STATUTES.
- CURRENT ZONING IS RSF-4 (RESIDENTIAL SINGLE FAMILY).
- THERE IS A 10' WIDE PUBLIC UTILITY EASEMENT ("P.U.E.") ALONG THE FRONT OF EACH LOT AND EXCEPT AS OTHERWISE SHOWN ON THIS PLAT, EACH P.U.E. SHOWN OR NOTED ON THIS PLAT IS OR WILL BE SUBJECT TO THE DEVELOPER, OR ASSIGNS OF THE DEVELOPER, SEPARATELY GRANTING OFF-PLAT EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF UTILITY LINES, MAINS, PIPES, CONDUITS AND OTHER FACILITIES SOLELY AND EXCLUSIVELY FOR (A) ANY CABLE SYSTEM OR CABLE SERVICE, MULTICHANNEL VIDEO PROGRAMMING SERVICE, INFORMATION SERVICE OR OTHER TELECOMMUNICATION SERVICE, MONITORING SERVICE, OR OTHER FORM OF WIRELINE OR WIRELESS COMMUNICATION SYSTEM OR SERVICE THAT MAY BE PROVIDED FROM TIME TO TIME BY DIGITAL COMMUNICATION MEDIA, ITS SUCCESSORS OR ASSIGNS, (B) ANY WATER SERVICE, WASTEWATER SERVICE OR RE-USE WATER SERVICE, AND (C) ANY ELECTRIC SERVICE, GAS SERVICE OR OTHER UTILITY SERVICE PROVIDED BY ANY PUBLIC UTILITY COMPANY OR GOVERNMENTAL AGENCY THAT MAY BE AUTHORIZED FROM TIME TO TIME BY THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, TO INSTALL UTILITY SYSTEMS OR FACILITIES WITHIN ANY SUCH P.U.E.. NO "PLATTED UTILITY EASEMENTS" ARE GRANTED OR CREATED BY THIS PLAT.
- THIS PLAT CONTAINS EIGHT-FOUR (84) LOTS, ELEVEN (11) TRACTS AND 0.91 MILES OF ROAD.
- ALL DISTANCES SHOWN HEREON ARE GROUND.
- BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
FRONT = 20'
REAR = 15'
REAR (ACCESSORY) = 10'
STREET SIDE = 12.5' (2.5' OVERHANG + 10' P.U.E.)
SIDE = 7.5'
- THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1:10,000"
- THIS PLAT IS 5 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR DEDICATION, AND ACKNOWLEDGEMENTS SEE SHEET 1. FOR BOUNDARY DETAIL, AND LEGAL DESCRIPTION SEE SHEET 2. FOR LOT DIMENSIONS SEE SHEETS 3, 4 & 5.
- TRACTS "A1A", "A1B", "B", "B1A", "B1B", "C", "D1A", "D1B", "E" AND "F" SHOWN ON THIS PLAT ARE DRAINAGE, UTILITIES, ACCESS AND OPEN SPACE TRACTS. IF AND TO THE EXTENT HEREAFTER SPECIFICALLY AUTHORIZED IN WRITING BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS, THE TRACTS MAY BE USED FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND USE OF RECREATIONAL AND PARK FACILITIES, SIGNS, ENTRY FEATURES, WALLS, FENCES, BERMS, LANDSCAPING, LIGHTING, IRRIGATION AND DRAINAGE IMPROVEMENTS, POTABLE WATER DISTRIBUTION SYSTEM WASTEWATER COLLECTION FACILITIES SYSTEM, RE-USE WATER DISTRIBUTION SYSTEM, SIDEWALKS, PATHS AND PASSAGEWAYS FOR LOW-SPEED VEHICLES, GOLF CARS, GOLF CARTS, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND LANDSCAPE AND GOLF COURSE MAINTENANCE EQUIPMENT, AND FOR SUCH OTHER USES OR PURPOSES AS MAY BE AUTHORIZED IN WRITING BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS.
- WATER AND SEWER SERVICE ARE BEING PROVIDED BY THE CITY OF ALACHUA.
- LOCATION OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY EASEMENT PER OFFICIAL RECORDS 392, PAGE 14 IS BASED ON SURFACE EVIDENCE MARKED BY UTILITY PROVIDER ON NOVEMBER 20, 2019 PER SUNSHINE 811 ONE-CALL TICKET #324907235.
- THE FOLLOWING EASEMENTS ARE OFFSITE EASEMENTS TO BE RECORDED SIMULTANEOUSLY WITH THIS PLAT FOR THE BENEFIT OF BRIARWOOD PHASE 1:
• UTILITY EASEMENT NO. 1 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
• UTILITY EASEMENT NO. 2 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
• TEMPORARY ACCESS EASEMENT NO. 1 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
• DRAINAGE EASEMENT NO. 1 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
• DRAINAGE EASEMENT NO. 2 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
• DRAINAGE EASEMENT NO. 3 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
• DRAINAGE EASEMENT NO. 4 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
- THE LIFT STATION TRACT SERVING BRIARWOOD PHASE 1 IS RECORDED BY SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 4830 PAGE 1485, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

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

[Signature]
ROBERT W. GRAVER P.S.M. 4239
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SURVEYOR SEAL:

**OWNER'S CERTIFICATION AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: THAT TROON CREEK, LLC., A FLORIDA LIMITED LIABILITY COMPANY, FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS "BRIARWOOD PHASE 1", BEING IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AND DECLARE AS FOLLOWS: ALL STREETS AND RIGHTS-OF-WAY, STORMWATER AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED PUBLICLY TO "CITY OF ALACHUA, A MUNICIPALITY IN ALACHUA COUNTY, FLORIDA".

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

TRACTS "A1A", "A1B", "B", "B1A", "B1B", "C", "D1A", "D1B", "E" AND "F" ARE RESERVED AS LANDSCAPE, RECREATION, INGRESS, EGRESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENTS AND ARE HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE AND TO BE MAINTAINED BY THE "BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC." ESTABLISHED FOR THIS COMMUNITY.

WITNESSES:

[Signature]
WITNESS SIGNATURE

PRINT NAME: Robert P. O'Linn

[Signature]
WITNESS SIGNATURE

PRINT NAME: Brianne T. Miller

DEVELOPER AND OWNER:
TROON CREEK, LLC., A FLORIDA LIMITED
LIABILITY COMPANY

By: [Signature]
CRAIG J. ROUIER, MANAGER
DEVELOPER'S ADDRESS:
405 CINNAMON OAK COURT
LAKE MARY, FL 32746

ACKNOWLEDGEMENTSTATE OF FLORIDA
COUNTY OF Alachua Orange

THE FOREGOING OWNER'S CERTIFICATION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 16th DAY OF October, 2020 BY CRAIG J. ROUIER, AS MANAGER OF TROON CREEK, LLC., A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME.

[Signature]
NOTARY PUBLIC

[Signature]
PRINT NAME:

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

THIS IS TO CERTIFY THAT ON Nov 9th 2020, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA

[Signature]
MAYOR

[Signature]
CITY MANAGER

FILED FOR RECORD ON

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

11/9/2020
EXAMINED ON

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:

[Signature]
CITY ATTORNEY

CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT

November 2nd, 2020
EXAMINED ON

AND APPROVED BY:

[Signature]
COUNTY HEALTH DEPARTMENT

RECEIVED AND FILEDRECEIVED AND FILED FOR RECORD ON THIS 10th DAY OF NOV., A.D. 2020

[Signature]
CLERK OF THE COURT

[Signature]
BY:

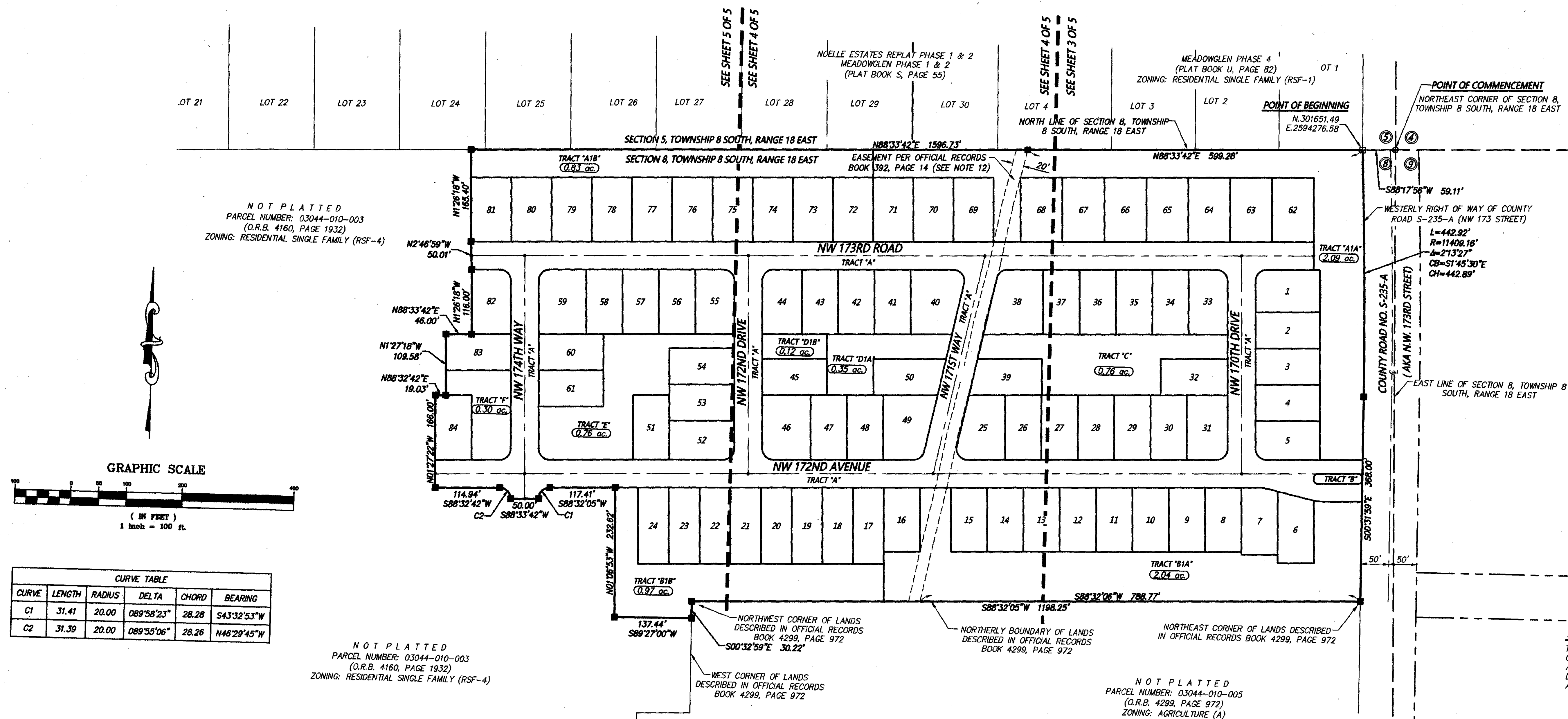
10th
DATE NOV. 2020



BRIARWOOD PHASE 1

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

PLAT BOOK **37** PAGE **34**
SHEET 2 OF 5



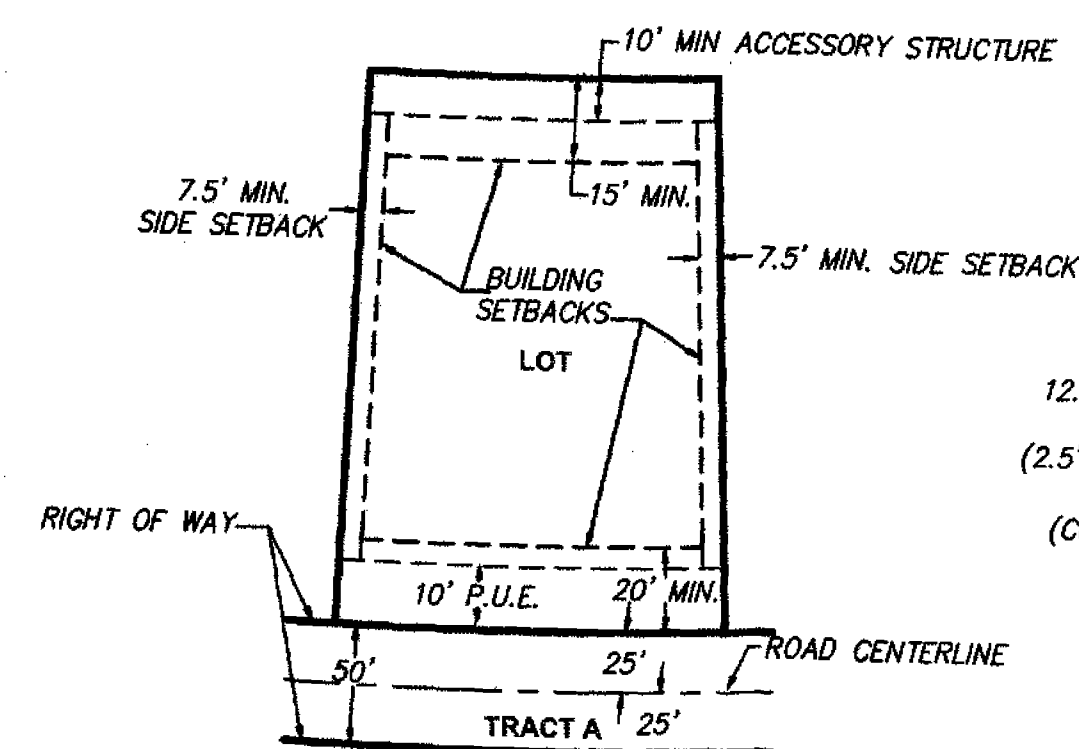
NOTES:
THIS PLAT IS 5 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER. FOR DEDICATION AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR LEGAL DESCRIPTION AND BOUNDARY DETAIL SEE SHEET 2 AND FOR LOT DIMENSIONS SEE SHEET 3, 4 AND 5.

LEGEND: UNLESS OTHERWISE NOTED

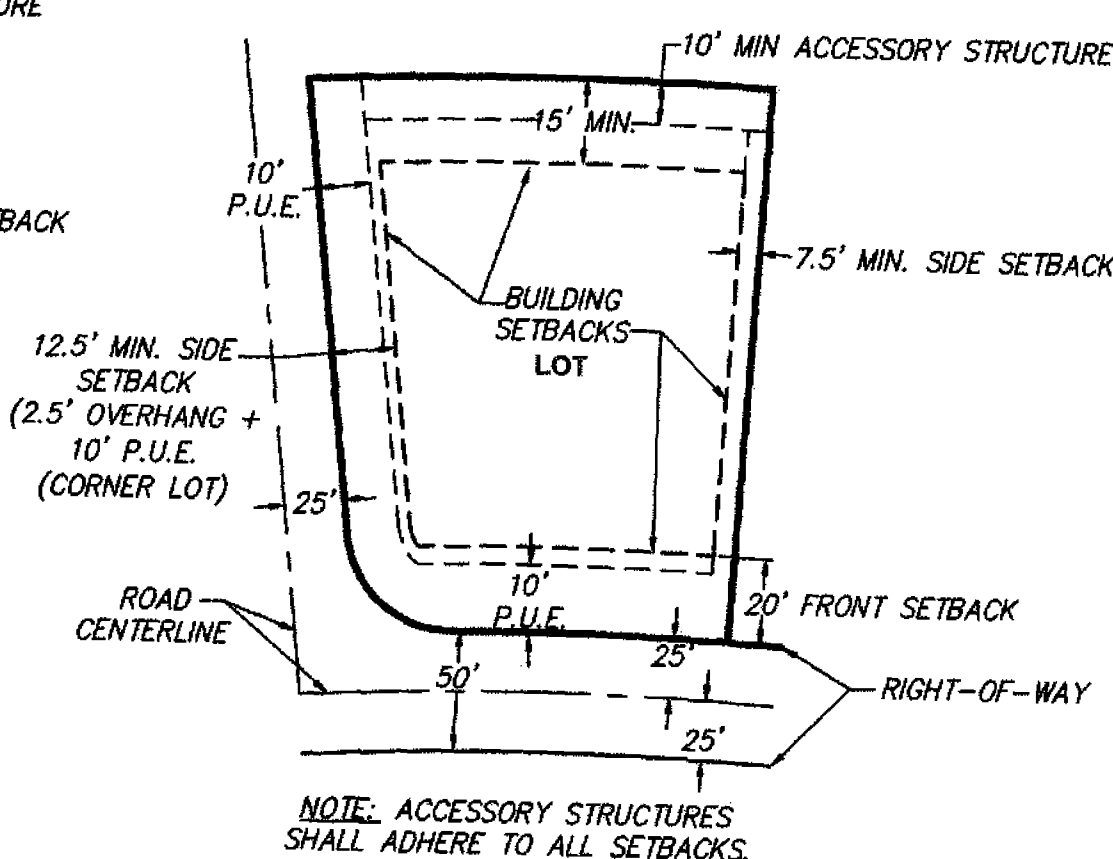
- = NOT TO SCALE
- R = RADIUS
- L = ARC LENGTH
- Δ = DELTA (CENTRAL ANGLE)
- CD = CHORD DISTANCE
- CB = CHORD BEARING
- NO = NUMBER
- N = NORTHING (STATE PLANE COORDINATES)
- E = EASTING (STATE PLANE COORDINATES)
- CL = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF ALACHUA COUNTY
- R/W = RIGHT OF WAY LINE
- LB = LICENSE BUSINESS
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- A.E. = ACCESS EASEMENT
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- U.E. = UTILITY EASEMENT
- ac. = ACRES
- (NR) = NOT RADIAL
- P.U.E. = PUBLIC UTILITIES EASEMENT
- P.S.E. = PUBLIC SIDEWALK EASEMENT

- (8,000) = SQUARE FOOTAGE OF LOT
- = PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
- = PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
- ⊙ = PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
- = FOUND 5/8" IRON ROD & CAP (AS NOTED)

TYPICAL EASEMENTS & SETBACKS:



TYPICAL EASEMENT & SETBACKS: TYPICAL CORNER LOT



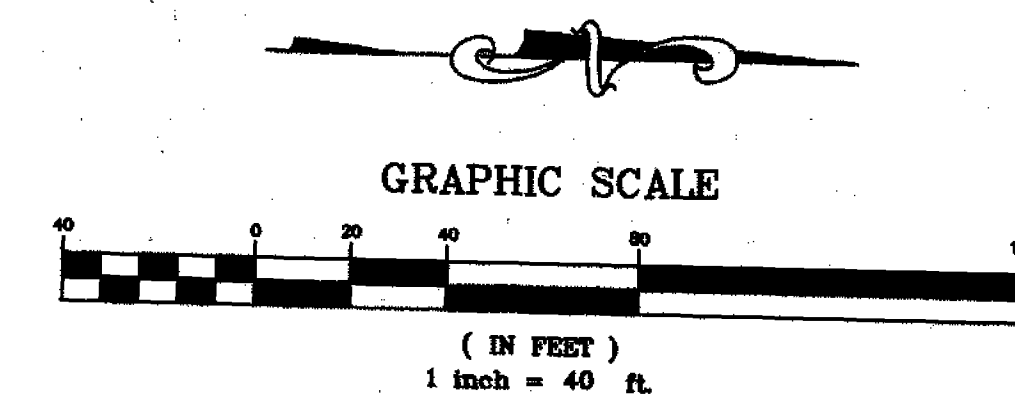
LEGAL DESCRIPTION:

A PARCEL OF LAND LAYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTH LINE OF SAID SECTION 8, S.88°17'56"W, 59.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. S-235-A (NW 173 STREET) A 100' PUBLIC RIGHT OF WAY; THENCE DEPARTING SAID NORTH LINE OF SECTION 8, ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 11408.16 FEET, A CENTRAL ANGLE OF 02°13'27", AND A CHORD BEARING AND DISTANCE OF S.01°45'30"E., 442.89 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 442.92 FEET TO A POINT OF TANGENCY; 2) THENCE S.00°31'59"E., 368.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, ALONG THE NORTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972, S.88°32'05"W, 1198.23 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG WEST BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 S.00°32'59"E., 30.22 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.88°27'00"W, 137.44 FEET; THENCE N.01°06'53"W, 232.62 FEET; THENCE S.88°32'05"W, 117.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'23", AND A CHORD BEARING AND DISTANCE OF S.43°32'53"W, 28.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY; THENCE S.88°33'42"W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°55'08", AND A CHORD BEARING AND DISTANCE OF N.46°29'45"W, 28.26 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.39 FEET TO THE END OF SAID CURVE; THENCE S.88°32'42"W, 114.94 FEET; THENCE N.01°27'22"W, 166.00 FEET; THENCE N.88°32'42"E., 19.03 FEET; THENCE N.01°27'18"W, 109.58 FEET; THENCE N.88°33'42"E., 46.00 FEET; THENCE N.01°26'18"W, 116.00 FEET; THENCE N.02°46'59"W, 50.01 FEET; THENCE N.01°26'18"W, 165.40 FEET TO A POINT ON THE NORTH LINE OF AFOREMENTIONED SECTION 8, THENCE ALONG SAID NORTH LINE N.88°33'42"E., 1,596.73 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 28.02 ACRES, MORE OR LESS.

BRIARWOOD PHASE 1

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

PLAT BOOK 31 PAGE 36
SHEET 4 OF 5



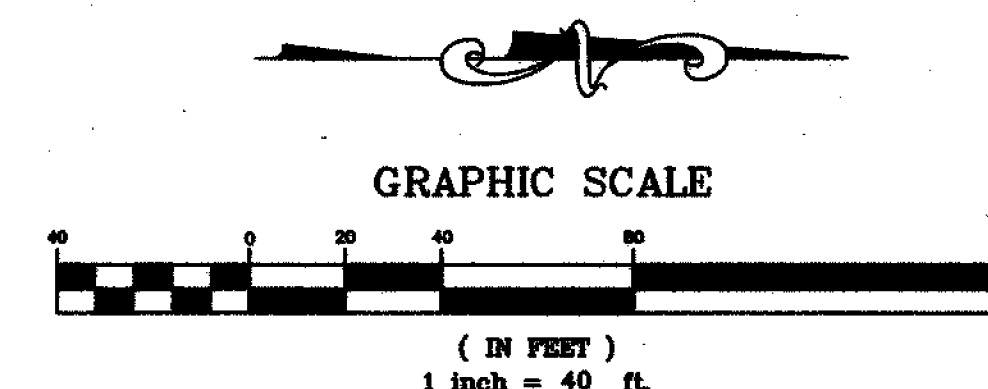
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	31.41	20.00	089°58'23"	28.28	S43°32'53"W
C2	31.39	20.00	089°55'06"	28.26	N46°29'45"W
C3	31.43	20.00	090°01'37"	28.29	S43°32'53"W
C4	31.42	20.00	090°00'00"	28.28	S46°27'55"E
C5	10.88	7.00	089°04'04"	9.82	S44°00'03"W
C6	11.11	7.00	090°55'56"	9.98	S45°59'57"E
C7	10.88	7.00	089°04'04"	9.82	N44°00'03"E
C8	11.11	7.00	090°55'56"	9.98	N45°59'57"W
C9	21.84	115.00	010°52'57"	21.81	N86°01'26"W
C10	6.72	115.00	003°20'58"	6.72	N78°54'29"W
C11	22.36	90.00	014°13'56"	22.30	N84°20'57"W
C12	36.08	20.00	103°21'14"	31.38	S39°47'18"E
C13	31.42	20.00	090°00'00"	28.28	N43°32'05"E
C14	31.41	20.00	089°58'23"	28.28	N46°27'07"W
C15	26.76	20.00	076°40'23"	24.81	S50°13'31"W
C16	36.07	20.00	103°19'37"	31.38	N39°46'29"W
C17	31.43	20.00	090°01'37"	28.29	S43°32'53"W
C18	31.42	20.00	090°00'00"	28.28	S46°27'55"E
C19	26.75	20.00	076°38'46"	24.80	N50°12'42"E
C20	31.42	20.00	090°00'00"	28.28	N43°32'05"E
C21	31.43	20.00	090°01'37"	28.29	S46°27'07"E
C22	31.42	20.00	090°00'00"	28.28	S43°33'42"W
C23	31.41	20.00	089°58'23"	28.28	N46°27'07"W
C24	31.42	20.00	090°00'00"	28.28	N46°26'18"W
C25	31.41	20.00	089°59'00"	28.28	N43°33'12"E

- LEGEND** UNLESS OTHERWISE NOTED
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 - ⊙ = PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
 - = FOUND 5/8" IRON ROD & CAP (AS NOTED)





BRIARWOOD PHASE 1
A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST
CITY OF ALACHUA
ALACHUA COUNTY, FLORIDA



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
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C2	31.39	20.00	089°55'06"	28.26	N46°29'45"W
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C4	31.42	20.00	090°00'00"	28.28	S67°25'56"E
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C6	11.11	7.00	090°55'56"	9.98	S45°59'57"E
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C8	11.11	7.00	090°55'56"	9.98	N45°59'57"W
C9	21.84	115.00	010°52'57"	21.81	N86°01'26"W
C10	6.72	115.00	003°20'58"	6.72	N85°54°29"W
C11	22.36	90.00	014°13'56"	22.30	N84°20'57"W
C12	36.08	20.00	103°21'14"	31.38	S39°47'16"E
C13	31.42	20.00	090°00'00"	28.28	N43°32'05"E
C14	31.41	20.00	089°58'23"	28.28	N46°27°07"W
C15	26.76	20.00	076°40'23"	24.81	S50°13'31"W
C16	36.07	20.00	103°19'37"	31.38	N39°46°29"W
C17	31.43	20.00	090°01'37"	28.29	S43°32'53"W
C18	31.42	20.00	090°00'00"	28.28	S67°25'56"E
C19	26.75	20.00	076°38'46"	24.80	N50°12'42"E
C20	31.42	20.00	090°00'00"	28.28	N43°32'05"E
C21	31.43	20.00	090°01'37"	28.29	S46°27°07"E
C22	31.42	20.00	090°00'00"	28.28	S43°33'42"W
C23	31.41	20.00	089°58'23"	28.28	N46°27°07"W
C24	31.42	20.00	090°00'00"	28.28	N46°26'19"W
C25	31.41	20.00	089°59°00"	28.28	N43°33'12"E

LEGEND UNLESS OTHERWISE NOTED

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(NR) = NOT RADIAL
P.U.E. = PUBLIC UTILITIES EASEMENT
P.S.E. = PUBLIC SIDEWALK EASEMENT

8,000 = SQUARE FOOTAGE OF LOT

■ = PERMANENT REFERENCE MONUMENT
SET 4" x 4" CONCRETE MONUMENT (LB 8071)

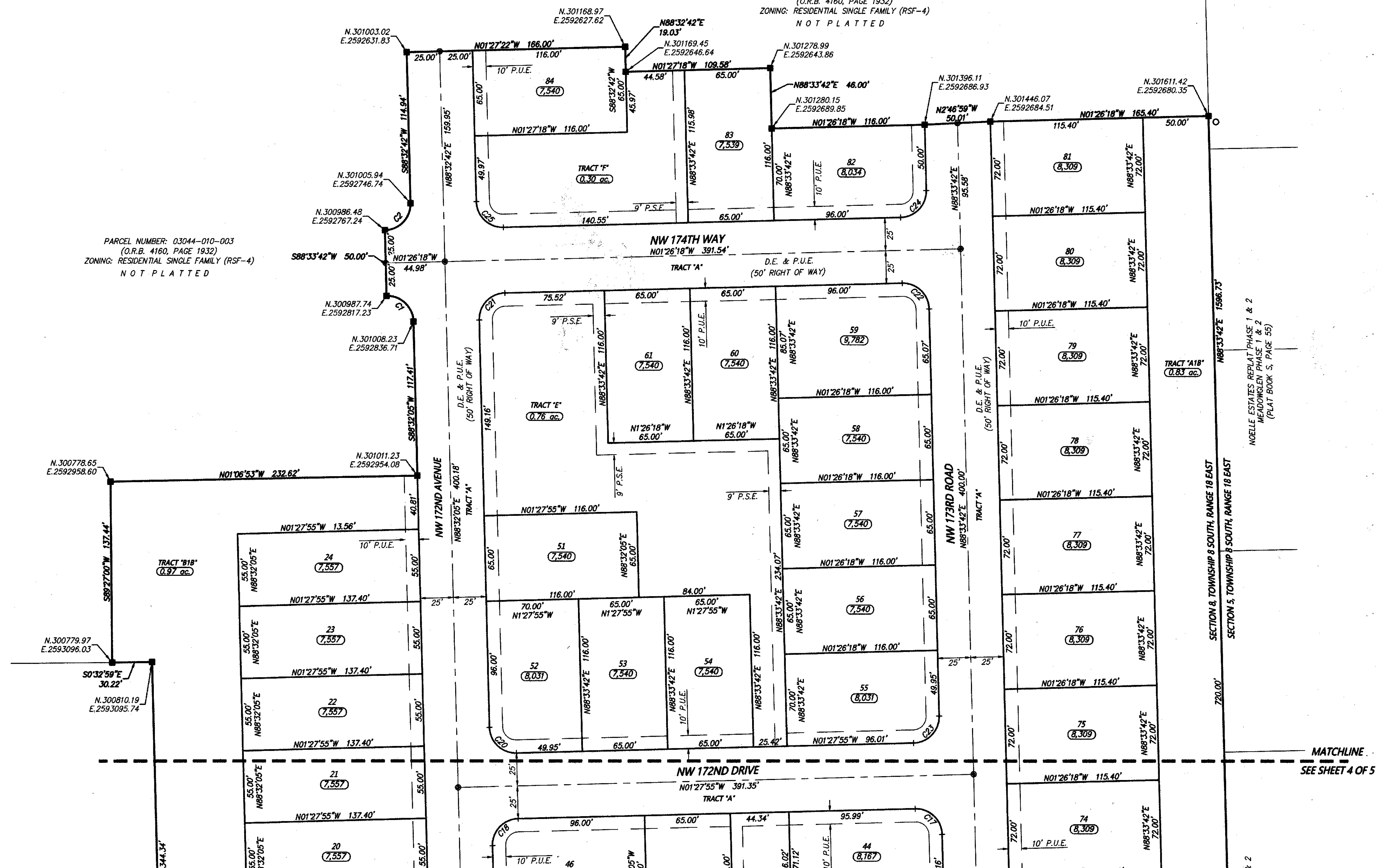
□ = PERMANENT REFERENCE MONUMENT
FOUND 4" x 4" CONCRETE MONUMENT (LB 8071)

◎ = PERMANENT CONTROL POINT
SET NAIL & DISC NO. LB 8071

● = FOUND 5/8" IRON ROD & CAP (AS NOTED)

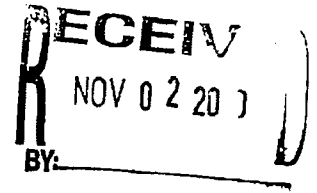
PARCEL NUMBER: 03044-010-003
(O.R.B. 4160, PAGE 1932)
ZONING: RESIDENTIAL SINGLE FAMILY (RSF-4,
NOT PLATTED

PARCEL NUMBER: 03044-010-003
(O.R.B. 4160, PAGE 1932)
ZONING: RESIDENTIAL SINGLE FAMILY (RSF-4,
NOT PLATTED



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

BUILDING SETBACKS:
SEE TYPICAL EASEMENT &
SETBACKS ON SHEET 2



**CERTIFICATE OF CONCURRENCY COMPLIANCE
FOR BRIARWOOD PHASE 1**

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to TROON CREEK LLC a Florida Corporation ("Developer") by CITY OF ALACHUA, FLORIDA ("City") this 9th day of November, 2020.

RECITALS

WHEREAS, the developer is developing a residential subdivision in the CITY known as BRIARWOOD PHASE 1 (the "Project"), legally described in attached Exhibit "A";

WHEREAS, the DEVELOPER has secured a Subdividers Agreement for Briarwood Phase 1 from the City for the Project as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of a certificates of concurrency compliance by the City as to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, or recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have one or more of the following land development permits in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Residential Single Family – 4 ("RSF-4");

WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision contemplating construction of 84 residential units;

WHEREAS, the Project is now ready to proceed to Final Plat for Phase, the 84 units;

WHEREAS, the Developer intends to immediately initiate construction on Briarwood Phase 1;

WHEREAS, the Developer of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer of the Project further agrees to submit payment for water connection fees for the Project as determined by the City's Capital Facilities charges exist prior to the final inspection of each residential unit; and

EXHIBIT C - BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT

WHEREAS, the City has determined that adequate water and wastewater capacity exists to serve Briarwood Phase 1.

WHEREAS, the Developer acknowledges that this Certificate is a valid exercise of the City's police powers and is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

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

WHEREAS, the Developer acknowledges that this Certificate constitutes a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer has no claim for monetary damages against the City in the event of any dispute regarding this Agreement, Developer's sole remedy for any dispute in any way relating to this Certificate is an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed to as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING RECITALS, findings of fact and conclusion of law, the City issues this Certificate of Concurrency subject to the following conditions of issuance:

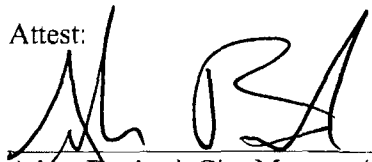
1. The above recitals are true and correct and are incorporated into this Certificate by reference.
2. The City will reserve 21,000 gallons per day (84 lots x 250 gallons per day) of wastewater capacity for the 84 units proposed in Briarwood Phase 1. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and subdividers agreement, on file with the City.
3. The City will reserve 23,100 gallons per day (84 lots x 275 gallons per day) of water capacity for the 84 units proposed in Briarwood Phase 1 as defined by applicable development permits including but not limited to, construction plans and subdividers agreement, on file with the City.
4. The City will reserve the following trips of traffic capacity for the 84 units proposed in Briarwood Phase 1 as defined by applicable development permits, including construction plans and subdividers agreement, on file with the City: 793 Average Annual Daily Trips ("AADT") and 83 Peak Hour Trips along CR 235- A (north of US Highway 441); 501 AADT and 45 Peak Hour Trips along US Highway 441(from SR 235 to North City Limits).
5. The City will reserve 1.05 acres (2.5 persons per household x 84 units x 5 acres per

EXHIBIT C - BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT

- 1,000 persons) of recreation capacity for the 84 units proposed in Briarwood Phase 1 as defined by applicable development permits, including but not limited to the construction plans and subdividers agreement, on file with the City.
6. The City will reserve 153.3 tons per year (0.73 tons per capita per year x 2.5 persons per household x 84 units) of solid waste capacity for the 84 units proposed in Briarwood Phase 1 as defined by applicable development permits on file, including but not limited to, construction plans and subdividers agreement, on file with the City.
 7. The City will reserve twelve (12) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, five (5) student stations in the Alachua SCSA for middle schools, and seven (7) student stations in the Alachua SCSA for high schools, for Briarwood Phase 1.
 8. This Certificate shall remain in effect for a period of one hundred and eighty days (180) from the date of the approval of the Subdividers Agreement between the parties hereto ("Subdividers Agreement") by the City Commission of the City of Alachua.
 9. It is the intent of the City and Developer that this Certificate be incorporated into and considered a part of the Subdivider's Agreement executed by the Developer and City for the Project dated the 9th day of November, 2020. Failure to comply with the term of that Subdivider's Agreement shall result in the termination of the reservations in this Certificate.
 10. This Certificate shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this ^{2th}

day of November, 2020, and is subject to the terms and findings as stated herein.

Attest:

 Adam Boukari, City Manager/ City Clerk

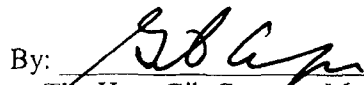
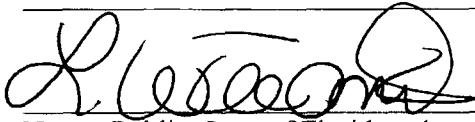
CITY OF ALACHUA
 By: 
 The Hon. Gib Coerper, Mayor

EXHIBIT C - BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING Certificate of Concurrency Compliance for Briarwood Phase 1 was acknowledged before me this 9 day of November, 2020, by Gib Coerper, who is personally known to me or who produced _____ as identification.



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

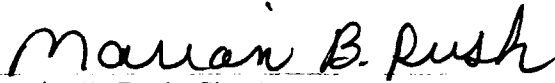
Expiration:

[SEAL]



LEANNE WILLIAMS
Commission # GG 191426
Expires July 1, 2022
Bonded thru Budget Notary Services

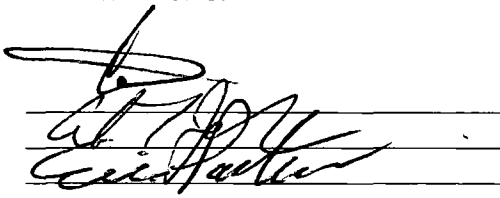
Approved as to form:



Marian B. Rush, City Attorney

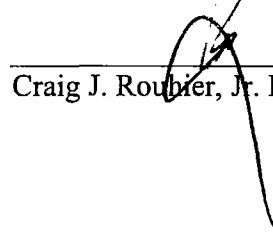
SIGNATURES CONTINUED ON NEXT PAGE

Witnesses:



DEVELOPER: Troon Creek LLC

By:


 Craig J. Rouhier, Jr. Manager

 STATE OF FLORIDA
 COUNTY OF Alachua

THE FOREGOING Certificate of Concurrency Compliance for Briarwood Phase 1 was acknowledged before me this 2nd day of November, 2020, by Craig J. Rouhier, Jr. who is personally known to me or who produced _____ as identification.

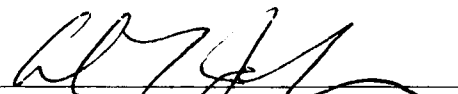
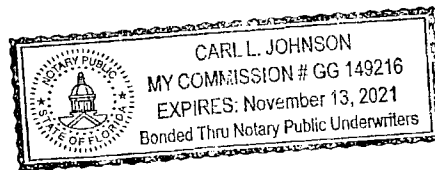
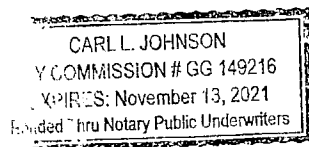

 Notary Public, State of Florida at large
 Commission No.:
 Expiration: [SEAL]


EXHIBIT A - BRIARWOOD PHASE 1 CERTIFICATE OF CONCURRENCY COMPLIANCE

TAX PARCEL NUMBERS:

Alachua County Tax Parcels:

03044-011-001, 03044-011-002, 03044-011-003 and 03044-010-003

LEGAL DESCRIPTION:

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

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTH LINE OF SAID SECTION 8, S.88°17'56"W., 59.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. S-235-A (NW 173 STREET) A 100' PUBLIC RIGHT OF WAY; THENCE DEPARTING SAID NORTH LINE OF SECTION 8, ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 11409.14 FEET, A CENTRAL ANGLE OF 02°13'27", AND A CHORD BEARING AND DISTANCE OF S.01°45'30"E., 442.89 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 442.92 FEET TO A POINT OF TANGENCY; 2) THENCE S.00°31'59"W., 368.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, ALONG THE NORTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972, S.88°32'05"W., 1,198.23 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG WEST BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 S.00°32'59" E., 30.22 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°27'00" W., 137.44 FEET; THENCE N.01°06'53" W., 232.62 FEET; THENCE S.88°32'05" W., 117.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'23", AND A CHORD BEARING AND DISTANCE OF S.43°32'53" W., 28.28 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY; THENCE S.88°33'42" W., 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°55'06", AND A CHORD BEARING AND DISTANCE OF N.46°29'45" W., 28.26 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.39 FEET TO THE END OF SAID CURVE; THENCE S.88°32'42" W., 114.94 FEET; THENCE N.01°27'22" W., 166.00 FEET; THENCE N.88°32'42" E., 19.03 FEET; THENCE N.01°27'18" W., 109.58 FEET; THENCE N.88°33'42" E., 46.00 FEET; THENCE N.01°26'18" W., 116.00 FEET; THENCE N.02°46'59" W., 50.01 FEET; THENCE N.01°26'18" W., 165.40 FEET TO A POINT ON THE NORTH LINE OF AFOREMENTIONED SECTION 8, THENCE ALONG SAID NORTH LINE N.88°33'42" E., 1,596.73 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 29.02 ACRES, MORE OR LESS.

EXHIBIT D- BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT



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

Developer:
Craig Rouhier
Troon Development, LLC
405 Cinnamon Oak Ct.
Lake Mary, FL 32746

Project Name: **Briarwood Subdivision Phase 1**

Date: **28-Sep-20**

Below is the engineer's estimate of probable costs for Phase 1
consisting of 84 single family lots.

Estimate of Probable Costs

Description of Work	Cost
Clearing, Erosion Control, grass and Earthwork	\$ 370,700.49
Concrete Work (Sidewalks, curbs, etc.)	\$ 265,705.00
Onsite Paving and CR-235A Paving	\$ 794,476.52
Storm Structures, Pipe and Weirs	\$ 342,541.43
Sanitary Sewer System Including Lift Station	\$ 1,189,700.14
Potable Water System	\$ 357,418.92
Landscape and hardscape	\$ 122,700.00
Total Estimated Cost	\$ 3,443,242.50

September 28, 2020

David F. Glunt, PE

FL PE No. 57459

Managing Partner

EXHIBIT D- BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT

Briarwood Phase 1 Subdivision Estimate of Construction Costs

Prepared by Spruce Creek Civil Engineering, Inc



28-Sep-20

Description	Unit	Quantity	Price/Unit	Total
Clearing, Erosion Control, Grass and Earthwork				
Silt Fence	LF	21,652	\$ 1.75	\$ 37,891
Clearing/Disk Site	AC	16	\$ 4,250.00	\$ 68,000
Cut to Onsite (Excavation)	CY	30,970	\$ 3.65	\$ 113,041
Seed/Mulch	SY	99,367	\$ 0.47	\$ 46,702
Sod Pond Slopes only with Bahia Sod	SY	30,031	\$ 2.75	\$ 82,585
Bahia Sod for restoration only	SY	5,975	\$ 2.75	\$ 16,431
2' Bahia Sod Behind Curb	SY	2,200	\$ 2.75	\$ 6,050
Clearing and Earthwork Subtotal				\$ 370,700.49
Concrete Work (Sidewalks, curbs, etc.)				
ADA Ramps	EA	27	\$ 1,175.00	\$ 31,725
5' Sidewalk(Common Area Only)	LF	2,075	\$ 22.50	\$ 46,688
5' Sidewalk(Off-site Only)	LF	2,150	\$ 22.50	\$ 48,375
Type 'A' Median Curb	LF	220	\$ 17.50	\$ 3,850
Type 'F' Curb and Gutter	LF	9,315	\$ 14.50	\$ 135,068
Concrete Subtotal				\$ 265,705.00
Onsite Paving and CR-235A Paving				
12" Stabilized Subgrade	SY	16,700	\$ 5.75	\$ 96,025
8" Limerock Base	SY	13,500	\$ 11.98	\$ 161,730
1.5" Type Sp 9.5 Asphalt in One Lift	SY	13,500	\$ 14.04	\$ 189,540
Striping and Signs	LS	1	\$ 16,675.20	\$ 16,675
OFF-SITE PAVING				
12" Stabilized Sub-grade	SY	4,325	\$ 7.95	\$ 34,384
10" Limerock Base	SY	3,552	\$ 15.48	\$ 54,985
2" SP 12.5 Asphalt	SY	3,552	\$ 18.29	\$ 64,966
1.5" FC 9.5 Asphalt Overlay	SY	5,878	\$ 17.11	\$ 100,573
1.5" Milling	SY	2,330	\$ 6.20	\$ 14,446
Striping and Signage	LS	1	\$ 18,702.95	\$ 18,703
Grading	LS	1	\$ 15,500.00	\$ 15,500
Bahia Sod for Restoration	SY	9,800	\$ 2.75	\$ 26,950
Paving Subtotal				\$ 794,476.52
Sanitary Sewer				
8" SDR 26 PVC Gravity Sewer Main 0-6'	LF	22	\$ 19.17	\$ 422
8" SDR 26 PVC Gravity Sewer Main 6-8'	LF	1,529	\$ 23.42	\$ 35,809
8" SDR 26 PVC Gravity Sewer Main 8-10'	LF	3,202	\$ 27.37	\$ 87,639
8" SDR 26 PVC Gravity Sewer Main 10-12'	LF	200	\$ 31.92	\$ 6,384
Connect to Existing Manhole	EA	1	\$ 7,850.00	\$ 7,850
Single Services	EA	109	\$ 484.81	\$ 52,844

EXHIBIT D- BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT

Open Cut and Repair	SY	50	\$	85.00	\$	4,250
Sanitary Sewer Manhole 0-6' Lined	EA	1	\$	10,866.85	\$	10,867
Sanitary Sewer Manhole 6-8' Lined	EA	6	\$	11,772.98	\$	70,638
Sanitary Sewer Manhole 8-10' Lined	EA	16	\$	13,740.81	\$	219,853
Sanitary Sewer Manhole 10-12' Lined	EA	1	\$	14,806.21	\$	14,806
Dewatering	LF	4,953	\$	10.50	\$	52,007
Lift Station Complete	LS	1	\$	357,653.25	\$	357,653
6" PVC Forcemain	LF	6,270	\$	18.75	\$	117,563
8" Plug Valve	EA	1	\$	3,550.55	\$	3,551
6" Plug Valve	EA	4	\$	2,964.90	\$	11,860
Air Release Valve	EA	3	\$	4,901.18	\$	14,704
Stabilized Roadway	SY	8,225	\$	5.75	\$	47,294
8" Directional Drill	LF	646	\$	114.10	\$	73,709
Sanitary Sewer Subtotal					\$	1,189,700.14

Storm Drainage

Dewater Storm	LF	3,001	\$	10.50	\$	31,511
12" HDPE	LF	174	\$	19.60	\$	3,410
15" HDPE	LF	1,003	\$	25.10	\$	25,175
18" HDPE	LF	1,246	\$	28.99	\$	36,122
24" HDPE	LF	157	\$	45.36	\$	7,122
14"x23" ERCP	LF	210	\$	55.88	\$	11,735
Single Closed Flume Curb Inlet	EA	4	\$	4,950.00	\$	19,800
Double Closed Flume Curb Inlet	EA	6	\$	5,150.00	\$	30,900
Manhole	EA	1	\$	2,780.88	\$	2,781
14' Wide Earthen Weir	EA	1	\$	3,750.00	\$	3,750
5' Wide Earthen Weir	EA	2	\$	1,250.00	\$	2,500
V' Notch Earthen Weir	EA	10	\$	1,250.00	\$	12,500
24" U-Endwall	EA	2	\$	3,550.00	\$	7,100
18" U-Endwall	EA	9	\$	2,750.00	\$	24,750
15" U-Endwall	EA	1	\$	2,550.00	\$	2,550
12" MES	EA	2	\$	995.00	\$	1,990
14"x23" MES	EA	10	\$	1,750.00	\$	17,500
Type P-1 Curb Inlet	EA	9	\$	6,029.70	\$	54,267
Type P-3 Curb Inlet	EA	2	\$	6,239.21	\$	12,478
Type P-4 Curb Inlet	EA	3	\$	5,935.95	\$	17,808
Type 'C' DBI	EA	6	\$	2,798.82	\$	16,793
Storm Sewer Subtotal					\$	342,541.43

Water Main

8"x8" Wet Tap	EA	2	\$	5,734.58	\$	11,469
8" PVC Watermain	LF	5,515	\$	23.01	\$	126,900
Fittings & Restraints - Water	LS	1	\$	60,611.29	\$	60,611
FH Assemblies	EA	4	\$	5,364.67	\$	21,459
8" Gate Valves	EA	25	\$	2,098.14	\$	52,454
Temp Jumper	EA	1	\$	1,395.00	\$	1,395
Single Services	EA	18	\$	852.53	\$	15,346
Double Services	EA	33	\$	1,549.11	\$	51,121
2" Waterline to Lift Station	LF	980	\$	12.00	\$	11,760
2" Blow Off	EA	3	\$	1,634.99	\$	4,905
Potable Water Subtotal					\$	357,419

**AMENDMENT TO SUBDIVIDERS AGREEMENT
FOR
BRIARWOOD, PHASE 1**

THIS is an AMENDMENT TO SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 1 (the "AMENDMENT") is entered into this 26th day of July, 2021 (the "Effective Date").

BETWEEN

DEVELOPER: TROON CREEK LLC
 A Florida Corporation (the "Developer")
 Whose address is: 405 Cinnamon Oak Court
 Lake Mary, FL 32746

AND

CITY: THE CITY OF ALACHUA, a Florida municipal Corporation (the "City")

RECITALS:

WHEREAS, the Developer is developing a residential subdivision in the City known as Briarwood Phase 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Briarwood Phase 1 as set forth in Plat Book 37 page 33 of the Public Records of Alachua County (the "Plat");

WHEREAS, the Developer and City entered into that certain SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 1 on November 9, 2020, and recorded in OFFICIAL RECORDS BOOK 4832 PAGE 947 of the public records of Alachua County, Florida, Instrument # 3297661 (referred to as the "Subdividers Agreement") as part of the City's site specific regulations for applications for development orders for the subdivision of land as further set forth and required in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the Developer acknowledges that this AMENDMENT is a valid exercise of the City's police powers and it is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and

WHEREAS, the Developer acknowledges that this AMENDMENT is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer shall not have any claim for monetary damages against the City in the event of any dispute regarding or in any way arising out of this AMENDMENT;

WHEREAS, the Developer is working on the construction of the improvements for the Project;

WHEREAS, the Developer wishes to amend the terms of the Subdividers Agreement in order to allow for the installment of sidewalks after the completion of the other improvements for the Project as further set forth below;

WHEREAS, the City is willing to amend the terms of the Subdividers Agreement to regarding the installation of sidewalks as set forth in this AMENDMENT;

NOW THEREFORE, in consideration of the foregoing recitals, the Developer and City hereby agree to and specify the following:

1. **Recitals:** The above recitals are true and correct and are incorporated into this Agreement by reference.
2. **Completion of Improvements:** Developer warrants that as of the Effective Date of this AMENDMENT, Developer is in compliance with all of the terms of the Subdividers Agreement and this AMENDMENT.
3. **Construction and Installation of Sidewalks:** City agrees that the deadline for the completion of the construction and installation of all of the sidewalks for the Project will hereafter have a separate deadline than the date for the completion of the other improvements required under the Subdividers Agreement. The date for the completion of the sidewalks shall be November 8, 2023 (the "Completion Date"). The sidewalks shall be constructed and installed in accordance with the terms of the Subdividers Agreement and this AMENDMENT. Once every six months for the 18 months commencing November 9, 2021, the Developer may submit certifications by Spruce Creek Civil Engineering, Inc. attesting to the completion of the sidewalks installed in accordance with the specifications and in accordance with the Estimate of Probably Costs for Phase 1 sidewalks on single family lots set forth in attached Exhibit "E". If all of the sidewalks have not been installed by the Completion Date, the City shall have the right, but not the obligation, to make a demand for payment from the Sidewalk Bond as the sidewalk surety further described in paragraph 5 a. below to pay for the construction and installation of the remaining sidewalks. Prior to the expiration of the

correction of these deficiencies. Once the construction of all of the sidewalks is deemed complete by the City's Public Services Department and the sidewalk warranty period has expired, the sidewalks shall be submitted to the Commission for acceptance. After the Commission's acceptance of the sidewalks, the Sidewalk Maintenance Bond shall be released to Developer. The Developer shall have complete and exclusive liability for all claims and shall indemnify the City for all claims, including but not limited to claims for bodily injury and damages, in any way related to or arising out of the construction, completion or non-completion of the sidewalks until the Commission has officially accepted the sidewalks.

4. **Recording:** The Developer shall record this Amendment on or before Friday, July 31, 2021, at Developer's cost, and Developer shall immediately provide the City with an electronic copy of the recorded Amendment and thereafter provide the City the original recorded Amendment.
5. **Surety Devices:** All bonds provided by the Developer to act as surety devices in order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Subdividers Agreement and this Amendment shall be issued by an insurance company listed on the U.S. Department of Treasury's listing of approved sureties company listed on the U.S. Department of Treasury's listing of approved sureties (Department Circular 5707) which is authorized to transact business in the State of Florida and is doing Business through an agent authorized to transact Business in the State of Florida. Developer further warrants and agrees, to provide the following bonds to the City:
 - a. As a requirement and condition precedent to this AMENDMENT, the Developer shall provide the City with a Common Law Performance Bond in the form acceptable to the City issued by the United Fire & Casualty Company in the amount of \$121,824 (\$101,520 x 120 %) for the Remaining Sidewalk Cost at set forth on the certification attached hereto as Exhibit "E" as the surety for the satisfactory construction of the remaining sidewalks in the Project ("Sidewalk Bond");
 - b. As a requirement and condition precedent to this AMENDMENT, upon the completion of all of the sidewalks in the Project and the City's approval (but not acceptance) of all of the sidewalks, the Developer shall provide the City with a Common Law Performance Bond in the amount of ten percent of the certified value of the completed sidewalks as the sidewalk maintenance surety (approximately \$10,152, ten per cent of the amount in attached Exhibit "E") (the "Sidewalk Maintenance Bond"). Upon the Developer's providing the Sidewalk Maintenance Bond, the City shall return the Sidewalk Bond to the Developer;

event the Project's Engineer of Record determines that a requested repair will take more than two weeks to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one year warranty period. The warranty period shall be extended until the completion of all requested repairs. If the Developer does not complete the repairs within two weeks from the notice, it shall constitute a breach of this AMENDMENT the City is authorized to make a demand on the Sidewalk Maintenance bond to pay for these repairs.

7. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Amendment in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project.
8. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this AMENDMENT.
9. **Compliance with Other Laws:** Nothing contained in this Amendment shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.
10. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.
11. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily

indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.

12. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 15 below.
13. **Agreement Runs with Land:** This Amendment shall be recorded in the Public Records of Alachua County, Florida and shall run with the Land.
14. **Developer's Default:** Should Developer fail to comply with each and every term of this Amendment within the time frames set forth herein, it shall constitute a default on behalf of the Developer and the City shall be entitled to make immediate demand on any irrevocable letter of credit provided by Developer hereunder, without prior notice, and have any other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.
15. **Notices:** Except as otherwise provided in this Amendment, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City: City of Alachua
Attn: City Manager / LDR Administrator

Via Hand Delivery: 15100 NW 142nd Terrace
Alachua, FL, 32615

Via U.S. Mail: Post Office Box 9
Alachua, FL 32616

Developer: Troon Creek, LLC
405 Cinnamon Oak Court
Lake Mary, FL 32746

18. **Not Assignable Without Approval:** This Amendment shall not be assignable by the Developer without the written approval of the Commission.
19. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Amendment.
20. **Jurisdiction and Venue:** This Amendment is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.
21. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.
22. **Legal Advice:** The Developer and the City have each had the opportunity to seek the advice of their respective attorneys before entering into this Amendment.
23. **Joint Preparation:** This Amendment has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.
24. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Amendment.
25. **Time of Essence:** Time is of the essence in complying with each of the terms of this Agreement.
26. **Entire Agreement:** This AMENDMENT is in addition to all of the terms in the Subdividers Agreement. The terms of this AMENDMENT and the Subdividers Agreement shall constitute the entire agreement of the City and the Developer and supersede all prior written or oral agreements, understanding or representations. All of the terms of the Subdividers Agreement shall continue to be in full force and effect, except as modified in this AMENDMENT. In the event there is any inconsistency between the terms of this AMENDMENT and the Subdividers Agreement, the terms of this AMENDMENT shall govern.
27. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have.

29. **Future Approvals:** The execution and approval of this AMENDMENT and the Subdividers Agreement by the City does **NOT** guarantee the approval of any further phase(s) of the Project.

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

Attest:

CITY OF ALACHUA

Adam Boukari, City Manager/Clerk

By: _____
Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A was acknowledged before me, by means of ☐ **physical presence** or ☐ **online notarization**, this 26th day of July, 2021, by GIB COERPER, who is personally known to me OR (who has produced _____ 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:

(Signature)

(Print Name)

(Signature)

(Print Name)

DEVELOPER: Troon Creek LLC

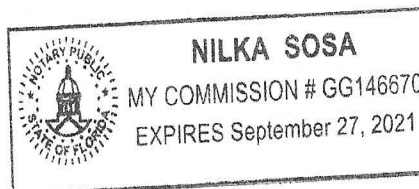
By:

Craig Rouhier, Manager

STATE OF Florida
COUNTY OF Orange

The foregoing Amendment to Subdividers Agreement for Briarwood, Phase 1 was acknowledged before me, by means of ☒ **physical presence** or ☐ **online notarization**, this 20 day of July, 2021, by CRAIG ROUHIER, who is (personally known to me) OR (who has produced DL as identification) and who took an oath.

[Signature]
Notary Public, State of Florida at large
Commission No.: 9127/2021
Expiration: GG146670 [SEAL]





**SPRUCE
CREEK**

Civil Engineering, Inc

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

Developer:
Craig Rouhier
Troon Development, LLC
405 Cinnamon Oak Ct.
Lake Mary, FL 32746

Estimate of Probable Costs

Project Name: **Briarwood Subdivision Phase 1**

Date: **10-Jun-21**

Below is the engineer's estimate of probable costs for Phase 1
sidewalks on single family lots.

Description	Unit	Quantity	Price/Unit	Total
5' Sidewalk (Lots)	LF	4,512	\$ 22.50	\$ 101,520

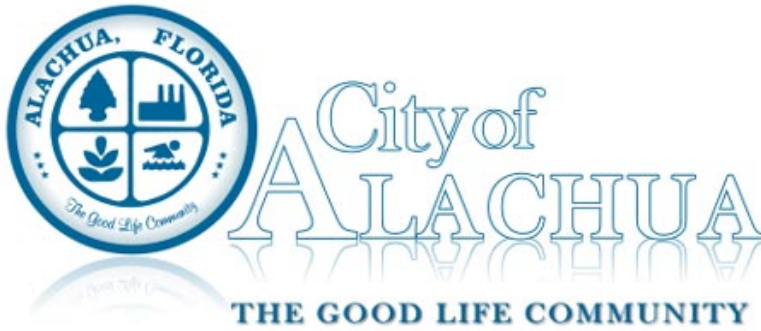


This item has been electronically signed and
sealed by David F. Glunt, P.E. using a S&S-1
authentication code on the date and time
stamp reflected in the digital signature.
Printed copies of this document are not
considered signed and sealed and the S&S-1
authentication code must be verified on any
electronic copies.

Digitally signed
by David F Glunt
Date: 2021.06.10
14:02:25 -04'00'

June 10, 2021

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



Commission Agenda Item

MEETING DATE: 7/26/2021

SUBJECT: Power Purchase Agreements with GRU and FMPA

PREPARED BY: Kamal Latham, Assistant City Manager

RECOMMENDED ACTION:

(1) Approve the Agreement Between the City of Gainesville, d/b/a Gainesville Regional Utilities, and the City of Alachua for the Purchase and Sale of Wholesale Electric Service, subject to final review and revision by the City Attorney; and (2) Approve the Agreement for the Purchase and Sale of Electric Energy and Capacity Between the City of Alachua and Florida Municipal Power Agency.

Summary

The City of Alachua issued Invitation to Negotiate 2021-01 on Feb. 12, 2021, soliciting future wholesale power suppliers for the City's electric system. The City's energy needs are currently supplied by Gainesville Regional Utilities (GRU). The City entered into an agreement for wholesale electric service with GRU in 1992. The agreement was subsequently amended in 1998, 2008, 2010 and 2016. The current agreement terminates March 31, 2022 and provides for constant pricing of \$58 per Mw-hr.

In response to ITN 2021-01, the City received proposals from seven (7) suppliers with multiple proposals from two (2) suppliers. The City also retained the consulting services of WHH Enterprises to assist in evaluating proposals and negotiating terms of potential agreements.

After extensive evaluation and negotiation, it was determined two (2) proposals provide the best power supply option for the City: GRU and the Florida Municipal Power Agency (FMPA). City Staff has worked with both agencies to prepare proposed agreements for consideration by the City Commission. Below are highlights of the proposed agreements.

GRU Agreement Highlights:

- Term - April 1, 2022 to Dec. 31, 2026
- Delivery Point - Substation No. 1 (Alachua Substation)
- Estimated Capacity - 15 MW
- Rate - Constant pricing of \$42 per Mw-hr
- Allows for City option to deliver solar energy to Alachua Substation in the future (if the City elects to award a new solar supply contract or construct its own solar project)

FMPA Agreement Highlights:

- Term - April 1, 2022 to Dec. 31, 2027
- Delivery Point - Substation No. 2 (Legacy Substation)
- Estimated Capacity -15 MW
- Rate - Subject to market conditions (primarily natural gas prices), estimated at approximately \$42 - \$44 per Mw-hr
- Allows for delivery of FMPA solar project entitlements, which is estimated to come on line in 2023, to be delivered to Legacy Substation (City entered into agreement on March 12, 2018 with FMPA as a participant in the solar project)

The City's investment in critical electric system infrastructure, particularly the construction of the Legacy Substation (energized June 2021), has made these options viable. By having the availability for delivery of energy to two (2) substations connected to different electric suppliers, the City's competitive options for wholesale power suppliers has been dramatically

connected to different electric suppliers, the City's competitive options for wholesale power suppliers has been dramatically enhanced. This was affirmed by the competitive pricing received by going to the open marketplace.

The proposed agreements will result in reductions to wholesale electric costs and continue to diversify the City's electric supply mix with staggered expiration terms, constant pricing, and market-driven pricing.

FINANCIAL IMPACT: Yes

AMOUNT: Approximately \$7-8 Million Annually

FUNDING SOURCE: Electric Fund

ADDITIONAL FINANCIAL INFORMATION:

Based on historical purchased power, subject to actual energy consumption and market-driven components of proposed FMPPA agreement.

COMMISSION GOALS:

Economic Development, Strengthen Community Services

ATTACHMENTS:

Description

- ▣ FMPPA and City of Alachua Power Purchase Agreement
- ▣ GRU and City of Alachua Power Purchase Agreement

**AGREEMENT FOR THE
PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY
BETWEEN
THE CITY OF ALACHUA
AND
FLORIDA MUNICIPAL POWER AGENCY
(ALL-REQUIREMENTS POWER SUPPLY PROJECT)**

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**AGREEMENT FOR
PURCHASE AND SALE OF ENERGY AND CAPACITY**

This AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY (this "Agreement") is entered into as of the _____ day of _____, 2021 (the "Effective Date"), by and between THE CITY OF ALACHUA, a municipal corporation in the State of Florida, duly constituted under Florida law ("Alachua"), and FLORIDA MUNICIPAL POWER AGENCY (ALL-REQUIREMENTS POWER SUPPLY PROJECT), a governmental legal entity created and existing pursuant to Florida law ("FMPA"). Alachua and FMPA are referred to also in this Agreement individually as a "Party," or collectively as the "Parties."

WHEREAS, FMPA was created pursuant to the Florida Interlocal Cooperation Act of 1969, § 163.01, Fla. Stat. (the "Interlocal Act"), and the Joint Power Act, Ch. 361, part II, Fla. Stat. (the "Joint Power Act"), and exercises power and authority granted to it under both or either provision pursuant to its enumerated powers set forth in the Interlocal Agreement Creating the Florida Municipal Power Agency, as amended and supplemented to the date of this Agreement and as may be amended and supplemented afterwards (the "Interlocal Agreement," and collectively with the Interlocal Act and the Joint Power Act, the "Act") to, among other things, provide a means for Florida municipalities and other entities which are members of FMPA to cooperate with each other on a basis of mutual advantage to provide for the present and projected electric energy needs of such municipal corporations and other entities;

WHEREAS, FMPA is authorized and empowered, among other things, (1) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend, or otherwise participate jointly in one or more electric projects; (2) to make and execute contracts and other instruments necessary or convenient in the exercise of the powers and functions of FMPA under Florida law; (3) to issue bonds, notes, and other evidences of indebtedness to pay all or part of the costs of acquiring or participating in such electric projects; (4) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and (5) to market and dispose of its surplus capacity and energy for the economic benefit of the All-Requirements Power Supply Project;

WHEREAS, In order to secure an adequate, reliable, and economical supply of electric capacity and energy to supply, with certain exceptions, all of the needs for electric capacity and energy of the Project Participants contracting with FMPA, FMPA established the "All-Requirements Power Supply Project," which constitutes an "electric project" and a "project" as defined in the Interlocal Act and the Joint Power Act, respectively, and created the system to carry out the All-Requirements Power Supply Project. FMPA has implemented the All-Requirements Power Supply Project by acquiring electric capacity and energy and providing for dispatch, transmission, and other services included or to be included in the system for sale and delivery to Project Participants contracting with FMPA through whatever means it deems advisable, including, without limitation, the purchase of capacity and energy and dispatching, transmission, and other services, and the ownership or leasing of generation, dispatching, and transmission

facilities or any interest therein or output or services from such generation, dispatching, and transmission facilities;

WHEREAS, The actions taken and to be taken by FMPA to implement the All-Requirements Power Supply Project have been authorized by the Interlocal Act, the Joint Power Act and the Interlocal Agreement, which Interlocal Agreement, the All-Requirements Contract, and this Agreement each constitute an "agreement to implement a project" and a "joint power agreement," as such terms are used in the Joint Power Act;

WHEREAS, Alachua has historically only been interconnected to the Gainesville Regional Utilities ("GRU") system via the Alachua Substation;

WHEREAS, Alachua has constructed a second interconnection which is interconnected to the Duke Energy Florida (DEF) system via the Legacy Substation;

WHEREAS, Alachua will receive approximately one-half of its system requirements via the existing Alachua Substation and the remaining one-half via the Legacy Substation;

WHEREAS, the portion of the Alachua load served by its distribution system connected to the Alachua Substation (the "Alachua Substation Load") will be in the GRU Balancing Authority, and the portion of the Alachua load served by its distribution system connected to the Legacy Substation (the "Legacy Substation Load") will be in the DEF Balancing Authority;

WHEREAS, Alachua is seeking wholesale power supplies to serve its Legacy Substation Load and to that end has issued an invitation to negotiate for the provision by third parties of such power supplies;

WHEREAS, FMPA wishes to supply Wholesale Electric Service to serve the Legacy Substation Load, as defined below, to Alachua, and Alachua desires to acquire such power supplies from FMPA, on the terms and conditions set forth herein;

WHEREAS, Alachua is a member of FMPA, and the capacity and energy that FMPA is selling and delivering to Alachua pursuant to the terms of this Agreement is surplus to the needs of the All-Requirements Power Supply Project;

NOW, THEREFORE, for and in consideration of the foregoing, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article 1 unless the context clearly requires otherwise.

"Alachua Substation Load" has the meaning set forth in the recitals of this Agreement.

“Ancillary Services” shall mean interconnected operations services identified by the Federal Energy Regulatory Commission or other regulatory bodies or agreements as necessary to effect a transfer of capacity and energy from the Delivery Point(s) to the Metering Point(s).

“Applicable Law” shall have the meaning set forth in Section 18.10.

“Billing Meter” shall have the meaning set forth in Section 6.1.

“Capacity Charge” shall have the meaning set forth in Appendix A.

“Change in Law Costs” shall have the meaning set forth in Section 18.10.

“Charges” shall mean the Capacity Charge, Non-Fuel Energy Charge, and Fuel Energy Charge set forth in Appendix A.

“Claims” shall mean all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity under this Agreement, and the resulting losses, damages, expenses, third party attorneys’ fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

“DEF” means Duke Energy Florida, LLC.

“DEF Transmission Agreement” means a transmission agreement executed by and between Alachua and DEF for the transmission of Wholesale Electric Service from the Delivery Point(s) to the Metering Point(s).

“Delivery Point(s)” shall mean the DEF transmission system.

“Due Date” shall have the meaning set forth in Section 5.1(c).

“Effective Date” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Electronic Tag” or “e-Tag” means the electronic software mechanism used to schedule a physical Interchange Transaction and the parties to such transaction.

“Event of Default” shall have the meaning, with respect to FMPA set forth in Section 13.1, and with respect to Alachua set forth in Section 13.2, of this Agreement.

“Firm Load” shall mean the load of FMPA’s All-Requirements Power Supply Project participants, and other wholesale customers, to whom FMPA has a contractual obligation to sell and deliver firm wholesale capacity and energy on a level of firmness equal to that of FMPA’s All-Requirements Power Supply Project participants.

“Florida Municipal Power Pool” shall mean the contractual arrangement among FMPA, the Orlando Utilities Commission, and Lakeland Electric whereby the parties centrally commit and dispatch their combined electric generation and power supply resources in order to more economically serve their combined electric load.

“Florida PSC” or “PSC” shall mean the Florida Public Service Commission.

“Interchange Transaction” means an agreement to transfer energy from a seller to a buyer that crosses one or more Balancing Authority Area boundaries.

“Interest Rate” shall have the meaning set forth in Section 5.1(c).

“kWh” shall mean kilowatt-hour.

“Legacy Substation Load” has the meaning set forth in the recitals of this Agreement.

“Letter of Credit” shall mean one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U. S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody’s, in a form reasonably acceptable to the Party in whose favor the letter of credit is issued, the costs of which shall be borne by the applicant therefor.

“Losses” shall mean transmission line and transformer losses on the DEF transmission system for Wholesale Electric Service between the Delivery Point(s) and the Metering Point(s), as determined in accordance with DEF’s Open Access Transmission Tariff.

“Metering Point(s)” shall mean the points of interconnection between the DEF transmission system and the Legacy Substation transformers.

“Non-Fuel Energy Charge” shall have the meaning set forth in Appendix A.

“OATT” shall mean Open Access Transmission Tariff.

“Party” and “Parties” shall have the meaning set forth in the first paragraph.

“Prudent Utility Practice” shall mean any of the applicable practices, methods and acts (i) required by the rules, regulations, policies and standards of state regulatory authorities having jurisdiction in relation to operations or otherwise required by Applicable Law; or (ii) otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period; which in each case in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, safety, environmental protection, economy, and expedition. Prudent Utility Practice is intended to be acceptable practices, methods or acts generally accepted and lawful in the region, and is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others.

“Requesting Party” shall have the meaning set forth in Section 16.2.

“Scheduled Energy” shall have the meaning set forth in Section 9.3(a).

“Solar Purchases” shall have the meaning set forth in Section 2.2.

“Term” shall have the meaning set forth in Article 3.

“Wholesale Electric Service” shall have the meaning set forth in Section 2.1.

ARTICLE 2

WHOLESALE ELECTRIC SERVICE

Section 2.1 Wholesale Electric Service.

Commencing on the Service Date and during the Term, in accordance with the terms and subject to the conditions hereof, FMPA shall provide and deliver and Alachua shall purchase and receive capacity and energy required to serve the Legacy Substation Load plus Losses less Solar Purchases, as defined below, and applicable Ancillary Services, which shall be referred to cumulatively as “Wholesale Electric Service”.

Section 2.2 Exclusivity of Supply.

(a) During the Term, except as allowed for in and contemplated by Section 2.2(b), Alachua shall not purchase or install electric capacity or energy, or energy storage, to serve the Legacy Substation Load from any entity other than FMPA without the prior written consent of FMPA unless FMPA fails to furnish capacity or energy to Alachua pursuant to the terms of this Agreement, except that this Section 2.2 is not intended, nor is it to be construed, to prohibit the interconnection and net metering of customer-owned renewable generation resources that are located on such customer's premises (*i.e.*, the load side of the customer meter) and sized primarily to offset part or all of the retail customer's electric requirements with renewable energy.

(b) FMPA acknowledges that a portion of Alachua’s capacity and energy requirements will be provided by solar generation pursuant to the Power Sales Contract Between Florida Municipal Power Agency, Solar Power Project and The City of Alachua, Florida dated May 16, 2018 during the Term of this Agreement (“Solar Purchases”).

(c) Nothing in this Agreement shall prohibit any Alachua customer from owning or operating back-up generating resources on the customer side of the retail meter, provided that the output of such back-up resources is intended to be primarily used by the customer to serve their on-site load and not to deliver and sell energy to the Alachua electric system.

(d) Nothing in this Agreement shall prohibit Alachua from purchasing, installing, owning or operating any electric capacity or energy resources, or energy storage, to serve its Alachua Substation Load.

ARTICLE 3

TERM

Section 3.1. Effective Date.

Subject to the conditions precedent outlined in Article 10, this Agreement shall be in force and effect on the Effective Date.

Section 3.2. Service Date.

The obligations of the Parties in respect to the supply, delivery, purchase and receipt of Wholesale Electric Service shall commence on April 1, 2022 at 12:00 a.m. E.S.T (the “Service Date”)

Section 3.3. Term.

This Agreement shall remain in effect through December 31, 2027 at 11:59 p.m. E.S.T. (the “Term”), unless terminated earlier or under the terms of this Agreement.

Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or expiration.

**ARTICLE 4
SALE AND PURCHASE**

Section 4.1 Sale and Purchase

(a) FMPA shall, at its cost and expense, sell and deliver Wholesale Electric Service to the Delivery Point(s) and Alachua shall purchase and receive Wholesale Electric Service at the Delivery Point(s) during the Term. The Charges for such sale and purchase shall be as set forth in Section 5.1.

(b) FMPA is responsible for delivering Wholesale Electric Service to the Delivery Point(s).

(c) The Wholesale Electric Service sold and delivered by FMPA to Alachua hereunder shall be three phase, 60 hertz alternating current having a nominal voltage as specified by and otherwise in accordance with interconnection protocols.

(d) Alachua acknowledges and agrees that FMPA, or its agent(s) the Orlando Utilities Commission or the Florida Municipal Power Pool, or both, shall have the absolute authority, which FMPA or such agent(s) may exercise in their sole discretion, to manage, control, operate and maintain the electricity resources used to supply Wholesale Electric Service to Alachua under this Agreement. FMPA may serve Alachua with energy from any resource(s) available to it without limitation.

(e) The sale of Wholesale Electric Service by FMPA under this Agreement does not constitute either: (1) a sale, lease, transfer, or conveyance of an ownership interest or contractual right in or to any specific generation facility or resource(s); or (2) a dedication of ownership or an entitlement to the capacity or output of any specific generation facility or resource.

(f) Alachua shall reasonably cooperate with FMPA in connection with FMPA’s effort to obtain historical and anticipated demand and energy data for Alachua during the Term of this Agreement. Alachua shall notify FMPA promptly upon becoming aware of any material change in Alachua’s service territory or after receipt of a written request for service from any large commercial or residential development that has a planned demand of 1 MW or greater of capacity that is reasonably expected to be completed before the end of the Term or require electric service that will materially impact Alachua’s electricity needs.

(g) Alachua shall, at its own expense, comply with the DEF Transmission Agreement and DEF OATT which may include, without limitation, applicable power factor requirements and underfrequency load shedding requirements.

ARTICLE 5

PRICE AND BILLING

Section 5.1 Billing and Payment.

(a) On or before the 10th day following the last day of each month during the Term, FMPA shall provide to Alachua an invoice showing the total amount due to FMPA for the preceding month, which invoice shall itemize (1) the monthly Capacity Charge; (2) the monthly Non-Fuel Energy Charge; (3) the monthly Fuel Charge; and (4) any other payment amounts for which Alachua is responsible under this Agreement for the previous month. FMPA shall provide monthly invoices to Alachua electronically via email.

(b) In addition to the payments set forth in Section 5.1(a) (Billing and Payment), each FMPA invoice shall include the following adjustments, as applicable:

(1) any billing corrections or adjustments, including charges or credits, or both, identified by either of the Parties subsequent to the last invoice, which are not subject to interest;

(2) any billing corrections, including charges or credits, that the Parties have mutually agreed upon or otherwise resolved in accordance with Section 5.4 (Billing Adjustments) subsequent to the last invoice, which are subject to interest in accordance with Section 5.4 (Billing Adjustments); and

(3) any delinquent amounts, which are subject to interest in accordance with Section 5.1(c) (Billing and Payment).

(c) FMPA shall include the following support information with each monthly invoice:

(1) Hourly Scheduled Energy provided to Alachua pursuant to this Agreement;

(2) Hourly energy provided by the Solar Purchases; and

(3) Platts Gas Daily Index Price for FGT Zone 3, the resulting delivered gas price, and the resulting delivered energy price.

(d) Each monthly payment by Alachua shall be due and payable on or before the 15th day after the date the invoice is transmitted to Alachua, or the next business day if such day falls on a non-business day (the "Due Date"). Alachua shall make payment to FMPA in accordance with Section 5.2 (ACH Deposit). If payment in full has not been received by FMPA on or before the Due Date, then Alachua shall pay interest on the amount of Alachua's monthly invoice not paid, in whole or in part, by the Due Date, from the Due Date until such amount is paid in full, together with all accrued interest. Such interest shall be compounded daily at the prime interest rate as published in the Wall Street Journal (the "Interest Rate") plus 2%.

Section 5.2 ACH Deposit.

Payment shall be made by the transfer of funds from Alachua's bank account, using an ACH Push or domestic Wire Transfer. No other payment methods are accepted, including cash, mailed check, or electronic check.

ACH/ETF:

Bank Name:	Wells Fargo Bank, N.A.
Routing Number:	121000248
Account Number:	4943550913

Wire Transfers

Bank Name:	Wells Fargo Bank, N.A.
Routing Number:	121000248
Account Number:	4943550913
Account Name:	FMPA All Requirements O&M

Section 5.3 Disputed Bills Must be Paid.

(a) If, after receiving an invoice (or any other statement or bill pursuant to this Agreement), Alachua reasonably questions or disputes the amount or propriety of any payment or amount claimed by FMPA to be due pursuant to this Agreement, Alachua shall provide FMPA with written notice of such disputed invoice amount. FMPA and Alachua shall cooperate in good faith to resolve any question or dispute prior to the Due Date. However, notwithstanding the notice of a disputed invoice amount, Alachua shall make all payments in full in accordance with all invoices issued by FMPA. Adjustments with interest shall subsequently be made, if appropriate, as set forth in Section 5.4 (Billing Adjustments).

Section 5.4 Billing Adjustments.

(a) Alachua shall have twelve (12) months after the receipt of any invoice (or any other statement or bill made pursuant to this Agreement) to question or contest the amount or propriety of any charge or credit, or both, on such invoice, statement, or bill. In the event that Alachua questions or disputes any such charge or credit, or both, FMPA shall, within 60 days of its receipt of any such question or dispute, review the subject charge or credit and notify Alachua of the findings of its review. Any error in the amounts reflected on such disputed invoice, statement, or bill and the amount of any adjusted payment that either Party is required to make as a result of such re-determination will be identified by FMPA in writing.

(b) If, within twelve (12) months of issuance, FMPA discovers an error in any invoice issued pursuant to this Agreement, FMPA shall have the right to correct such invoice. Any invoice correction shall be in writing and shall state the specific basis for the correction. An invoice correction shall constitute a new invoice for all purposes of this Agreement.

(c) Not later than the 15th day after receipt by Alachua of written notification from FMPA of a billing adjustment pursuant to Sections 5.4(a) or 5.4(b) above, the Party required to make such payments, if any, shall make payment to the other Party in immediately available funds. If a billing adjustment made

pursuant to this Section 5.4 (Billing Adjustments) results in a payment by FMPA to Alachua, such amount shall include interest, compounded daily, at the Interest Rate from the date payment was received by FMPA until the date such payment together with all added interest is paid.

Section 5.5 Availability of Records.

Until the end of twelve (12) months after the receipt of any invoice, each Party shall, at its own expense with respect to any invoice submitted or payment requested under this Agreement for Wholesale Electric Service provided to Alachua, make available to the other Party and each Party may audit, such books and records of the other Party (or other relevant information to which such Party has access) as are reasonably necessary to calculate and determine the accuracy of amounts shown on such invoice to verify the appropriateness of the invoiced amounts. Upon written request and reasonable notice, each Party shall make available to the other Party copies of or access to such books and records during normal business hours, at such requesting Party's sole expense for purposes of conducting such an audit. In the event either Party determines that an invoice was not accurate or appropriate, it shall notify the other Party in writing of the alleged discrepancy and, in its opinion, the necessary correction. Within 15 days following receipt of such notice, the Party receiving such notice shall make such payments or take such other actions as are necessary to correct or dispute the alleged discrepancy.

Section 5.6 Taxes, Fees and Levies, Sales for Resale.

(a) FMPA shall be obligated to pay all present and future applicable taxes, fees and levies that may be assessed upon FMPA by any governmental authority not controlling or controlled by FMPA on the sale to Alachua of Wholesale Electric Service or any component thereof. As of the Effective Date, there are no applicable taxes, fees and/or levies that may be assessed upon Wholesale Electric Service. FMPA shall promptly notify Alachua of the commencement of any legislative, regulatory, administrative or other governmental action, of which it becomes aware, imposing such taxes, fees and/or levies upon the sale of Wholesale Electric Service. Each such tax, fee and levy shall be allocated as set forth in Section 18.10 ("Laws and Regulations") on the monthly invoice from FMPA to Alachua for Wholesale Electric Service. Alachua shall reimburse FMPA for the increase in any such taxes, fees and levies paid by FMPA as a result of providing Wholesale Electric Service to Alachua under this Agreement.

(b) All Wholesale Electric Service delivered by FMPA to Alachua hereunder shall be sales for resale by Alachua. Alachua shall not use the electric capacity and energy purchased under this Agreement to make wholesale sales or to serve wholesale customers of any type. Alachua shall obtain and provide FMPA with any certificates reasonably requested by FMPA to evidence that the deliveries hereunder are sales for resale.

ARTICLE 6 SERVICE FACILITIES AND METERING

Section 6.1 Data Acquisition Equipment.

(a) Metering and real time data acquisition equipment required for FMPA to provide service to Alachua pursuant to the terms and conditions of this Agreement shall be determined by FMPA, in their

sole discretion, as deemed reasonably necessary for reliability, security, economics, and necessary or desirable monitoring of system operations. Telemetry and data requirements include real and reactive loads at the Metering Point(s). FMPA shall be responsible for all costs of any additional equipment and communications circuits it deems necessary.

(b) All data acquisition equipment, wires, and other electrical equipment or systems furnished or installed by DEF or Alachua will remain the property of DEF or Alachua, respectively. Alachua agrees that FMPA shall have no liability whatsoever for data acquisition equipment, wires, and other electrical equipment or systems owned by Alachua or DEF, if any.

ARTICLE 7 CONTINUITY OF SERVICE

Section 7.1. Interruptions.

FMPA shall supply and deliver Wholesale Electric Service hereunder to the Delivery Point(s) on a firm basis equal to FMPA's Firm Load. FMPA shall not be responsible for any failure to deliver Wholesale Electric Service due to (a) transmission system operations beyond the Delivery Point(s) or (b) interruptions of transmission service necessary to deliver Wholesale Electric Service to Alachua if initiated by the Florida Reliability Coordinating Council security coordinator. FMPA disclaims any liability for third-party claims arising out of any failure to supply Wholesale Electric Service hereunder, or for interruption, reversal or abnormal voltage of the supply.

Section 7.2. Capacity Shortfalls.

During the Term, in the event of a capacity shortfall that requires load interruption, FMPA shall take such action as set forth in Section 9.4(b) showing no adverse distinction between Alachua and FMPA Firm Load.

Section 7.3. Shortfall Notification.

FMPA shall immediately inform Alachua as soon as possible under the circumstances upon becoming aware of any event, occurrence or circumstance that will result in load shedding or otherwise cause a material reduction or an interruption or suspension of delivery of the Wholesale Electric Service to Alachua.

ARTICLE 8 DELIVERY VOLTAGE

Section 8.1 Delivery Voltage

The delivery voltage at each Delivery Point(s) shall be as agreed between DEF and FMPA. FMPA and Alachua shall maintain close coordination with respect to future delivery points in the interests of system reliability. Each Party shall endeavor, to the extent practicable, to keep the other Party advised of significant developments related to their respective power supply facilities.

ARTICLE 9

DELIVERY, LOSSES, AND SCHEDULING

Section 9.1. Delivery.

Wholesale Electric Service shall be delivered by FMPA to Alachua at the Delivery Point(s). Title to and risk of loss related to the Wholesale Electric Service shall transfer from FMPA to Alachua at the Delivery Point(s) free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point(s). FMPA shall not incur any expense or risk beyond the Delivery Point(s) and Alachua shall not incur any expenses or risk up to and at the Delivery Point(s). Alachua shall be responsible for all costs associated with delivery of Wholesale Electric Service from the Delivery Point(s) to Alachua's electric distribution system, which costs may include, without limitation, transmission studies, upgrades to the DEF transmission system, or any other costs pursuant to the DEF OATT.

Section 9.2. Losses.

Losses for Wholesale Electric Service between the Delivery Point(s) and the Metering Point(s) for the Legacy Substation Load shall be determined in accordance with DEF's approved transmission tariff. FMPA will provide capacity and energy for Losses on the DEF transmission system associated with the delivery of the Wholesale Electric Service between the Delivery Point(s) and the Metering Point(s), as further detailed in Appendix A.

Section 9.3 Scheduling.

(a) During the Term, Alachua, or its agent, shall provide FMPA with an hourly schedule of Wholesale Electric Service energy in megawatt-hours to be delivered to the Delivery Point(s) on a weekly basis prior to 08:00 EPT each Friday for the following week beginning Saturday at 00:00 EPT via email to **fem@ouc.com** with copy to **fmpp@fmpa.com** (FMPA may change these email addresses by providing notice to Alachua). This schedule may be changed as mutually agreed by the Parties; however, no changes may be made to the schedule for any individual day after 08:00 EPT on the business day prior. FMPA, or its agent, will enter the hourly Wholesale Electric Service energy schedules into the appropriate systems to effect the Interchange Transaction using an Electronic Tag (the "Scheduled Energy"), and such Scheduled Energy will be subject to energy imbalance service provided to Alachua (Schedule 4) under the DEF OATT.

(b) In the event that Alachua does not provide an hourly schedule to FMPA pursuant to Section 9.3(a), then FMPA shall in its sole discretion determine an appropriate schedule amount in accordance with Prudent Utility Practice. Wholesale Electric Service scheduled by FMPA pursuant to this Section 9.3(b) shall be deemed to have been scheduled by Alachua for all purposes of this Agreement. FMPA shall not be liable for any fees or charges imposed by Alachua's transmission provider resulting from FMPA's scheduling of Wholesale Electric Service pursuant to this Section 9.3(b), including, without limitation, any imbalance services charges under Schedule 4 of the DEF OATT.

Section 9.4 Constancy of Service; Load Shedding; BA Operator Instructions.

(a) FMPA shall provide Wholesale Electric Service with a priority and firmness equal to FMPA Firm Load.

(b) Notwithstanding any other provision of this Agreement, during the Term, in the event that FMPA, or one of its agents, determines in its sole discretion that it is necessary or appropriate for FMPA or the FMPA's control area to shed, interrupt, or curtail Firm Load due to an emergency situation (including for reason that adequate resources are not available), and FMPA or the control area operator does shed, interrupt or curtail such loads, then Alachua's similar firm loads or interruptible/curtailable loads shall share, on a pro rata basis among Alachua and FMPA's Firm Load, in such interruption, curtailment or load shedding. Thereafter, Alachua may restore service to such shed, interrupted or curtailed loads consistent with the restoration of service to FMPA's and the control area similar firm or interruptible/curtailable loads. For actions taken pursuant to this Section 9.4(b), neither FMPA, nor its agents shall be in breach of this Agreement by reason of, and shall have no liability whatsoever to Alachua, and FMPA hereby expressly disclaims all third party liability for, any failure to make capacity available under this Agreement, or for any failure to deliver or any interruption in the delivery of energy under this Agreement or for any deficiency in the quality of service under this Agreement unless such failure is the sole result of the gross negligence or willful misconduct of FMPA.

(c) Alachua shall follow Balancing Authority operator instructions regarding load shedding. If Alachua does not follow the instructions of the system operations agent, and Alachua's inaction results in FMPA having to purchase emergency or other energy, or results in any imbalance, unreserved use or other penalties to either FMPA or Alachua, or any other penalties or costs, FMPA shall not be responsible for any such costs incurred by FMPA or Alachua, or both. Such costs invoiced to and paid by FMPA, if any, will be incorporated into a subsequent monthly invoice as needed to reimburse FMPA for any such costs invoiced to and paid by FMPA.

Section 9.5 Balancing Authority Area

During the Term, unless otherwise agreed to by the Parties, the Legacy Substation Load shall remain in the DEF Balancing Authority Area.

Section 9.6 Ancillary Services

Alachua shall secure and be liable for transmission service on DEF's transmission system, and any required Ancillary Services (at a minimum Schedule 1 (Scheduling, System Control & Dispatch Service), Schedule 2 (Reactive Supply and Voltage Control Service), and Schedule 4 (Imbalance Service), necessary to accept the Wholesale Electric Service.

ARTICLE 10 CONDITIONS PRECEDENT

Section 10.1. Conditions to Obligations of Alachua.

The obligations of Alachua under this Agreement to purchase and receive Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and

satisfaction of each of the following conditions on or before March 31, 2022, any one of more of which may be waived only in writing, in whole or in part, by Alachua:

(a) Representations, Warranties and Covenants True at the Effective Date.

(i) All representations and warranties of FMPA contained in this Agreement shall be true and correct in all material respects as of the date when made and at and as of the Effective Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (A) for changes contemplated by this Agreement and (B) where the failure to be true and correct will not have a material adverse effect on Alachua's rights, remedies or benefits under this Agreement; and (ii) FMPA shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date.

(b) No Material Adverse Change. No change in the business, properties, assets, generating resources, transmission system, financial condition, results of operations or prospects of FMPA shall have occurred and be continuing or with the passage of time, the giving of notice or both, shall be reasonably likely to occur which have a material adverse effect on FMPA's ability to perform its obligations under this Agreement.

(c) Absence of Litigation. No claims, actions, suits, investigations, grievances, arbitrations or proceedings shall be pending or threatened against Alachua or FMPA with respect to the transactions contemplated hereunder or the adverse outcome of which would have a material adverse effect on the ability of Alachua or FMPA to perform its respective obligations under this Agreement.

(d) Required Approvals. This Agreement shall have been approved by the FMPA Executive Committee and the Alachua City Commission.

(e) PSC Regulation. No new law shall be pending or passed which would cause FMPA to become regulated by the Florida PSC by virtue of its service duties under this Agreement or increase the cost to FMPA of providing Wholesale Electric Service to Alachua.

(f) Transmission Service. Alachua has obtained transmission service from DEF necessary to deliver Wholesale Electric Service from the Delivery Point(s) to Alachua's electric system.

(g) Each Party shall notify the other Party promptly if any information comes to its attention prior to the Effective Date or prior to the Service Date, as applicable that it believes will potentially excuse such Party from the performance of its obligations under this Agreement or might reasonably cause any condition set forth in this Article 10 not to be satisfied on or prior to the Service Date.

Section 10.2. Conditions to Obligations of FMPA.

The obligations of FMPA under this Agreement to sell and deliver Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfactions, on or before the dates indicated, of each of the following conditions, any one or more of which may be waived only in writing, in whole or in part, by FMPA:

(a) Representations, Warranties and Covenants True at the Effective Date. (i) All representations and warranties of Alachua contained in this Agreement shall be true and correct in all material respects when made and at and as of the Effective Date and at and as of the Service Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (A) for changes contemplated by this Agreement and (B) where the failure to be true and correct will not have a material adverse effect on FMPA's rights, remedies or benefits under this Agreement; and (ii) Alachua shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date.

(b) Required Approvals. This Agreement shall have been approved by the FMPA Executive Committee and the Alachua City Commission.

(c) No Material Adverse Change. No material adverse change in Alachua's electric facilities, electric business, financial condition, results of operations or prospects of Alachua shall have occurred and be continuing, or with the passage of time, the giving of notice or both, shall be reasonably likely to occur as of the Service Date.

(d) Absence of Litigation/Legislative Action. No claims, actions, suits, grievances, investigations, arbitrations or proceedings shall be pending or threatened against Alachua or FMPA with respect to this Agreement which might have a material adverse effect on the ability of Alachua or FMPA to perform its respective obligations under this Agreement.

(e) PSC Regulation. No new law shall be pending or passed which would cause FMPA to become regulated by the Florida PSC by virtue of its service duties under this Agreement or increase the cost to FMPA of providing Wholesale Electric Service to Alachua.

(f) Transmission Service. Alachua has obtained transmission service from DEF necessary to deliver Wholesale Electric Service from the Delivery Point(s) to Alachua's electric system.

(g) Each Party shall notify the other Party promptly if any information comes to its attention prior to the Effective Date or prior to the Service Date, as applicable that it believes will potentially excuse such Party from the performance of its obligations under this Agreement or might reasonably cause any condition set forth in this Article 10 not to be satisfied on or prior to the Service Date.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES

Section 11.1. General Representation and Warranties.

Each Party hereby represents and warrants to the other that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to do business in all jurisdictions where such qualification is required.

(b) It has or will have prior to the Effective Date full power and authority to enter this Agreement and perform its obligations hereunder. The execution, delivery and performance of the Agreement have been duly authorized by all necessary municipal and other action and do not and will not

contravene its organization documents or conflict with, result in a breach of, or entitle any Party (with due notice or lapse of time or both) to terminate, accelerate or declare a default under, any agreement or instrument to which it is a party or by which it is bound.

(c) The execution, delivery and performance by it of this Agreement will not result in any violation by it of any law, rule or regulation applicable to it. It is not a party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement by it or may materially and adversely affect the business, property, financial condition, results of operations or prospects of such Party.

(d) This Agreement is a valid and binding obligation, enforceable against it in accordance with its terms, except as (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy of specific performance and injunctive relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(e) Except for approvals by the FMPA Executive Committee and the Alachua City Commission, no consent, waiver, order, approval, authorization or order of, or registration, qualification of filing with, any court or other governmental agency or authority or other person is required for the execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby. No consent or waiver of any party to any contract to which such Party is a party or by which it is bound is required for the execution, delivery and performance such Party of this Agreement that has not been or will by the Effective Date have been duly obtained.

(f) There is no action, suit, grievance, arbitration or proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality which prohibits or impairs its ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby. Such Party has not received written notice of and otherwise is not aware of any such pending or threatened investigation, inquiry or review by any governmental entity.

Section 11.2. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROVISION OR RECEIPT OF WHOLESALE ELECTRIC SERVICE HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

ARTICLE 12 SECURITY

Section 12.1. FMPA Security.

FMPA shall maintain a rating on senior secured debt securities of FMPA by either Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service. of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent, whichever is higher. In the event that FMPA's credit rating fails to meet said credit standing and FMPA fails to restore its credit rating to said standing within 12 months after its rating has fallen, FMPA shall notify Alachua thereof and shall upon request by Alachua provide a Letter of Credit, cash or bond sufficient to assure FMPA's due performance, which will be two times the highest expected monthly capacity payment for a 12 month period, under this Agreement.

Section 12.2. Alachua Security.

Alachua shall maintain a rating on senior secured debt securities of Alachua, if any such securities are rated, by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to FMPA of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch), if any, whichever is higher. In the event that Alachua issues any senior secured debt securities and the rating on such securities falls below such specified minimum rating and Alachua fails to restore its credit rating to such specified minimum rating standing within 12 months after its rating has fallen below the rating described above, Alachua shall with a written request by FMPA therefor provide a Letter of Credit, cash or bond or other assurances reasonably sufficient to assure Alachua's due performance of its purchase and payment obligations, which shall equal two times the highest expected monthly total payment, under this Agreement.

**ARTICLE 13
EVENTS OF DEFAULT**

Section 13.1. Events of Default by FMPA.

Any one or more of the following shall constitute an "Event of Default" hereunder with respect to FMPA:

(a) FMPA shall fail to pay any amounts to be paid by FMPA hereunder to Alachua and such failure shall continue for a period of more than ten (10) days after notice by Alachua.

(b) A default shall occur in the performance of any other material covenant or condition to be performed by FMPA hereunder (other than a default specified in Section 13.1(a), which shall be subject the ten (10) day cure period specified therein) and such default shall continue unremedied for a period of thirty (30) days after notice from Alachua specifying the nature of such default; provided, however, that if such default (other than the failure to make payments when due) cannot reasonably be remedied by FMPA within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, FMPA shall have up to an additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of FMPA or of all or substantially all of the property of either, is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or FMPA makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or FMPA is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against FMPA; or all or substantially all of the material property of either is sequestered by court order and the order

remains in effect for more than sixty (60) days; or a petition is filed against FMPA under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) FMPA files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of FMPA or all or substantially all of the property of either.

Section 13.2. Events of Default by Alachua.

Any one or more of the following shall constitute an “Event of Default” hereunder with respect to Alachua:

(a) Alachua shall fail to pay any amounts to be paid by Alachua hereunder to FMPA and such failure shall continue for a period of more than ten (10) days after written notice by FMPA.

(b) Default shall occur in the performance of any material covenant or condition to be performed by Alachua hereunder (other than a default specified in Section 13.2(a), which shall be subject to the ten (10) day cure period specified therein) and such default shall continue unremedied for a period of thirty (30) days after notice from FMPA specifying the nature of such default; provided, however, that if such default cannot reasonably be remedied by Alachua within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, Alachua shall have up to additional ninety (90) days to remedy the default.

Section 13.3. Remedies.

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

(a) Upon the occurrence of an Event of Default by either Party hereunder, the non-defaulting Party shall have the right to (i) invoice and collect all amounts then due to it from the defaulting Party hereunder (subject to any applicable limitation of liability or cap on damages), and (ii) terminate this Agreement at any time during the continuation of such Event of Default upon written notice to the defaulting Party. Notwithstanding any other provision of this Agreement, after the occurrence of an Event of Default and for so long as the Event of Default is continuing and has not been cured, the non-defaulting Party shall have the right, upon written notice to the defaulting Party, to suspend all performance under this Agreement until such Event of Default has been cured. In addition, if FMPA is the defaulting Party, then Alachua shall have the right in addition to its other rights and remedies, but not the obligations, during the continuation of such default and prior to any termination of this Agreement, to purchase energy and capacity, in a commercially reasonable manner considering the circumstances of such default, from third parties and have such delivered to the Delivery Point(s) in quantities sufficient to cover any shortfall in Wholesale Electric Service resulting from such default, and FMPA shall reimburse Alachua for all costs, including both out-of-pocket and internal costs, incurred by Alachua related to such third-party purchase in excess of the cost that Alachua would otherwise have incurred for Wholesale Electric Service

hereunder. The foregoing sentence shall not prevent Alachua from seeking and recovering monetary damages against FMPA in the event Alachua terminates this Agreement due to FMPA's breach of this Agreement, including without limitation, similar damages as specified above. If Alachua is the defaulting Party and, by reason of Alachua's default, FMPA is not receiving all or a portion of the payments in accordance with the terms hereof, then FMPA shall have the right, but not the obligation, during the continuation of such default and prior to any termination of this Agreement to discontinue Wholesale Electric Service to Alachua upon five (5) days prior notice of such intent.

(b) In addition to the remedies set forth in Section 13.3(a), either Party may pursue against the other Party any legal rights and remedies made available under Florida Law.

ARTICLE 14 LIMITATION OF LIABILITY

Section 14.1. No Consequential Damages.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER INDEMNITY PROVISIONS OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COST OF CAPITAL; LOSS OF USE, LOSS OF GOODWILL, REPLACEMENT POWER OR CLAIMS OF CUSTOMERS.

ARTICLE 15 LIABILITY OF PARTIES

Section 15.1. Liability of the Parties.

To the extent allowed by Florida law and without waiving its sovereign immunity and subject to the limitations set forth in Section 768.28, Florida Statutes, both Parties agree to indemnify the other Party for claims brought against the other Party only to the extent that they are found to result from the sole negligence or intentional misconduct of such Party, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third-party agents of either Party. This indemnification shall be interpreted as limited to only such traditional liabilities for which the Parties could be liable under the common law interpreting the limited waiver of sovereign immunity.

ARTICLE 16 DISPUTE RESOLUTION

Section 16.1. Resolution by Officers of the Parties.

Except as otherwise expressly, specifically set forth herein, in the event of any dispute between the Parties as to a matter referred to herein or as to the interpretation of any part of this Agreement, including this Section 16.1 or as to the determination of any rights or obligations or entitlements arising

from or related to this Agreement or as to the calculation of any amounts payable under this Agreement, the Parties shall refer the matter to their respective duly authorized representatives, for resolution. Should such representatives of the respective Parties fail to resolve the dispute within twenty (20) days from such referral, the Parties agree that any such dispute shall be first referred to non-binding mediation in accordance with Section 16.2. Should mediation be unsuccessful within the time specified in Section 16.2, the Parties may pursue any legal or equitable remedies available under Florida law.

Section 16.2. Mediation Procedures.

A Party submitting a dispute to non-binding mediation pursuant to the procedures set forth in Florida Statutes, Section 44.101 (the "Requesting Party") shall do so by delivering to the other Party a notice demanding or requesting, as the case may be, mediation of the dispute and naming three acceptable mediators. Within ten (10) days after the receipt of the notice from the Requesting Party, the other Party shall, in writing, serve upon the Requesting Party a notice of acceptance of one of the three mediators provided or offer three alternate mediators for consideration. Within five (5) days, the Parties shall confer and mutually agree and appoint a mediator from the lists provided. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter of the dispute(s). No mediator appointed shall have the power to render any binding or enforceable award, order, decree or disposition or amend or add to this Agreement. Within ten (10) days after the mediator is appointed, a time and date for the mediation shall be scheduled and documented in writing. In accordance with Rule 1.720(d) of the Florida Rules of Civil Procedure, each Party shall designate a representative with full authority to negotiate on behalf of the entity and to recommend settlement to its governing body, and a Party shall be deemed to have appeared at mediation by the appearance of such representative. The mediator thereupon shall proceed promptly to hear and facilitate an amiable resolution of the controversy. If mediation is successful, any settlement achieved through mediation shall be confidential to the extent permissible under Florida law and not in violation of Chapter 119, Florida Statutes, and made in writing and in duplicate, and one copy shall be delivered to each of the Parties. Each Party shall pay the costs of its own counsel and share equally the fee and cost of the mediator.

Section 16.3 Settlement.

If the resolution of the dispute and the terms of any settlement agreement, amendment to the Agreement or other document or instrument executed in connection therewith will require the approval of the governing board of a Party, a request for such approval shall be promptly submitted for the governing board's consideration. Once accepted by the Parties, the decision of mediator and any award made hereunder shall be binding upon each Party and the successors and assigns and any trustee or receiver of each Party.

Section 16.4. Legal Remedies.

If mediation is unsuccessful, either Party may pursue any legal rights and remedies available under Florida Law.

Section 16.5. Continued Performance.

Except to the extent a Party has the right to suspend performance under Section 13.3 hereof, no dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the outcome of the mediation process or a decision by the Florida courts.

ARTICLE 17 FORCE MAJEURE

Section 17.1. Force Majeure Standard.

A Party shall be excused from performing its obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that it is unable to so perform or is prevented from performing by an event of Force Majeure.

Section 17.2. Force Majeure Definition.

An event of "Force Majeure" means an event of circumstance that prevents or unduly frustrates the performance by a Party of its obligations under this Agreement (other than the duty to make payments when due, which shall not be excused by Force Majeure) which is not within the reasonable control of, or the result of the negligence of, such Party and which by the exercise of due diligence such Party is unable to overcome or avoid. Force Majeure includes, without limitation, hurricanes, tornadoes, flood, lightning, drought, earthquake, fire, explosion, terrorist attack, civil disturbance, strikes, acts of God, acts of the public enemy, orders, directives (including the state security coordinator), restraints and requirements of the government and governmental agencies, either federal, state or local, civil or military, or any other cause beyond a Party's control. Force Majeure shall not include (i) events affecting the cost of operating any generating facility, (ii) changes in market conditions which cause the price of energy or capacity to fluctuate including without limitation, weather, fuel prices and supply and demand, or (iii) the inability of a Party to make a profit or avoid a loss in performing its obligations under this Agreement.

Section 17.3. Obligation to Diligently Cure Force Majeure.

If a Party shall rely on the occurrence of an event of Force Majeure as a basis for being excused from performance of its obligations under this Agreement, then such Party shall:

- (a) Provide written notice to the other Party promptly but in no event later than three (3) days after the occurrence of the event or condition giving an estimate of the expected duration and the probable impact on the performance of its obligations hereunder;
- (b) Exercise all reasonable efforts to continue to perform its obligations hereunder;
- (c) Expeditiously take reasonable action to correct or cure the event or condition excusing performance, provided that settlement of strikes or other labor disputes shall be completely within the sole discretion of the affected Party; and
- (d) Exercise all reasonable efforts to mitigate or limit damages to the other Party.

ARTICLE 18 MISCELLANEOUS

Section 18.1. Assignment; Successors and Assigns.

This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties, including any successor to any Party by consolidation, merger, or acquisition of all or substantially all of the assets of such Party. No assignment by any Party (or any successor or assignee thereof) of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case obtained (which in the case of an assignment by FMPA shall include approval by the City Commission of Alachua), which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately preceding sentence, FMPA or any permitted assignee of FMPA may assign this Agreement as collateral security to any lender from time to time providing financing to FMPA in connection with the transactions contemplated hereby, provided that FMPA is not relieved of any obligation or liability hereunder as a result of such assignment. Alachua, at the cost and expense of FMPA, shall execute and deliver such documents as may be reasonably requested by FMPA which are necessary to accomplish any such assignment, transfer, pledge or other disposition of rights and interests to any such lender so long as Alachua's rights, remedies, benefits and privileges under this Agreement are not thereby materially altered, amended, diminished or otherwise impaired. Any assignments by any Party shall be in such form as to ensure that such Party's obligations under this Agreement will be assumed, accepted and honored fully and timely by any transferee, assignee or successor party.

Section 18.2. Notices.

With the exception of communications within the ordinary course of the day to day performance and administration of this Agreement, all notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be deemed to have been duly delivered, given or made to or upon any Party if in writing and delivered by hand against receipt, or by certified or registered mail, postage pre-paid, return receipt requested, or to a courier who guarantees next business day delivery or sent by telecopy (with confirmation by return telecopy) to such Party at its address set forth below or to such other address as such Party may at any time, or from time to time, direct by notice given in accordance with this Section 18.2.

IF TO FMPA:

Chief Operating Officer
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819
Tel. 407-355-7767
Email: ken.rutter@fmpa.com

With required copy to:

Office of the General Counsel
Florida Municipal Power Agency
2061-2 Delta Way
Tallahassee, FL 32303-4240

P.O. Box 3209
Tel. 850-297-2011
Fax. 850-297-2012
Email: jody.finklea@fmpa.com
dan.ohagan@fmpa.com

IF TO ALACHUA:

City of Alachua
Attn: City Manager
15100 NW 142nd Terrace
PO Box 9
Alachua, Florida 32616-0009
Tel: (386) 418-6100
Email: citymanager@cityofalachua.com

The date of delivery of any such notice, request or other communication shall be the earlier of (i) the date of actual receipt or (ii) three (3) business days after such notice, request or other communication is sent by certified or registered mail, (iii) if sent by courier who guarantees next business day delivery, the business day next following the day such notice, request or other communication is actually delivered to the courier or (iv) the day actually telecopied (with confirmation by return telecopy if on a business day, and if not, then the first business day thereafter).

Section 18.3. Governing Law.

The rights and obligations of the Parties shall be construed and interpreted in accordance with the substantive law of the State of Florida without giving effect to its principles for choice of law.

Section 18.4. Confidentiality.

Each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's Affiliates) or use for any purpose other than the performance, administration, management and enforcement of this Agreement (except with the written authorization of the other Party), any information received from the other that is designated as confidential or proprietary by the other Party unless legally compelled by the Florida Sunshine Law (Chapter 119, Florida Statutes) disclosure requirements, deposition, inquiry, request for documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction or in order to comply with applicable rules or requirements of any government department or agency or other regulatory authority, or other legal requirement or as necessary to enforce the terms of this Agreement. This Section 18.4 shall survive the termination of this Agreement for a period of two (2) years. If any Party is compelled to disclose any confidential information of the other Party that is exempt from the disclosure requirements of the Florida Sunshine Law, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party, at such other Party's costs and expense, to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with

respect to the other Party taking steps to resist or narrow the scope of any required disclosure. The Parties shall reasonably coordinate in the preparation and issuance of all publicity relating to this Agreement.

Section 18.5. No Partnership.

Nothing contained in this Agreement shall be construed to create a partnership, joint venture or other legal relationship that may invoke fiduciary obligations between the Parties.

Section 18.6. Captions.

The captions to sections throughout this Agreement and attachments and appendices hereto are intended solely for ease of reference and to facilitate reading and reference to all sections and provisions of this Agreement and such attachments and appendices. Such captions shall not affect the meaning or interpretation of this Agreement or such attachment or appendices.

Section 18.7. Entire Agreement and Amendments.

This Agreement and all of the attachments and appendices referred to herein sets forth the entire agreement of the Parties with respect to the subject matter herein and takes precedence over all prior discussions or understandings. This Agreement may not be amended, modified or changed except by an agreement in writing signed by the Parties.

Section 18.8. Severability.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced to the minimum extent necessary to conform such provision to Applicable Law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

Section 18.9 Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, upon the request of either Party the other Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provision of this Agreement and such transactions and the intention of the Parties.

Section 18.10 Laws and Regulations; Changes in Law.

This Agreement and the rights, obligations, and performances of the Parties under this Agreement are subject to all applicable state and federal laws, and to all duly promulgated orders and other duly authorized actions of governmental authorities having jurisdiction (“Applicable Laws”). Each Party hereto shall be responsible for taking all necessary actions to satisfy any regulatory and other requirements that may be imposed by any federal, state, or municipal statute, rule, regulation, or ordinance that may be in effect from time to time relative to the performance of such Party hereunder.

In the event that there is any change in Applicable Law that is promulgated after the Effective Date of this Agreement and that results in any additional or new costs, expenses, charges, fees and/or assessments (other than tax adjustments) that are attributable or related (in whole or in part) to the production and/or provision of Wholesale Electric Service, including environmental-related costs, renewable portfolio standards (only if applicable to wholesale contracts), charges, fees, or expenses incurred by FMPA during the Term of this Agreement to supply the Wholesale Electric Service and such costs are to be recovered through FMPA's wholesale electric rates ("Change in Law Costs"), Alachua shall reimburse FMPA for Alachua's pro-rata share of such costs, expenses, charges, fees and/or assessments, which amounts shall be calculated and recovered as determined by FMPA in a commercially reasonable manner. FMPA shall allocate variable Change in Law Costs to energy charges and fixed Change in Law Costs to demand charges. Change in Law Costs resulting from capital expenditures shall be allocated over the economic life of the asset(s). Change in Law Costs shall not include any costs recovered in the fuel charge. The determination of additional cost by FMPA shall be net of any reductions in costs associated with the change in Applicable Laws. FMPA shall promptly notify Alachua upon the determination of any additional or new costs, expenses, charges, fees and/or assessments and the calculation of the pro rata portion of such costs proposed to be recovered from Alachua.

Section 18.11. Counterparts.

This Agreement and any amendment or modification hereto may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement or instrument. A facsimile or portable document format (PDF) signature on this Agreement shall be equivalent to, and have the same force and effect as an original signature.

Section 18.12. Interpretation.

In the event of any dispute concerning the construction or interpretation of this Agreement or any ambiguity hereof, there shall be no presumption that this Agreement or any provision hereof be construed against the Party who drafted this Agreement. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; the term "includes" or "including" shall mean including, without limitation; references to an Article, Section, Appendix or Schedule shall mean an Article, Section, Appendix or Schedule of this Agreement; and the terms "hereof", "herein", "hereto", "hereunder", and "herewith" refer to this Agreement as a whole. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made.

Section 18.13. Independent Relationship.

Unless specifically and expressly set forth herein to contrary, nothing in this Agreement shall be construed or interpreted to make a Party of its employees or agents, the agent, representative or employees of the other Party.

Section 18.14. No Third-Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any third party, except permitted assignees and successors.

Section 18.15. Waivers.

The failure of a Party hereto to exercise any right or remedy or enforce at any time any provision of this Agreement shall not be construed to be a waiver of such right, remedy or provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of a Party thereafter to exercise such right or remedy or enforce each and every such provision. In order to be enforceable, a waiver under this Agreement must be in writing, state that it is a waiver and be signed by an authorized representative of the Party to be bound thereby. Any waiver shall be subject to the terms, conditions and limitations thereof, and no waiver of any breach, default or non-performance of this Agreement shall be held to constitute a waiver of any other or subsequent breach, default or non-performance of this Agreement.

Section 18.16. Duty to Mitigate.

Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts consistent with Prudent Utility Practice to minimize any damages it may incur as a result of any other Party's breach, default or non-performance of this Agreement.

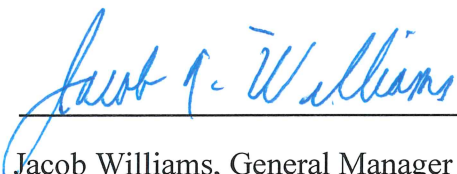
Section 18.17. All-Requirements Project Responsibility.

For FMPA, this Agreement is a liability and obligation of the All-Requirements Power Supply Project only. No FMPA liability or obligation under this Agreement inures to or binds any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally or any of any other "project" of FMPA as that term is defined in the Interlocal Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, and intending to be legal bound hereby, the Parties have caused this Agreement for Purchase and Sale of Electric Energy and Capacity to be duly executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

**FLORIDA MUNICIPAL POWER AGENCY
(ALL-REQUIREMENTS POWER SUPPLY PROJECT)**

By: 
Jacob Williams, General Manager and CEO

CITY OF ALACHUA

By: _____
Mayor Gib Coerper

Attest: _____
Deputy City Clerk, LeAnne Williams

APPENDIX A
PRICING FOR WHOLESALE ELECTRIC SERVICE

[REDACTED]

[REDACTED]

[REDACTED]

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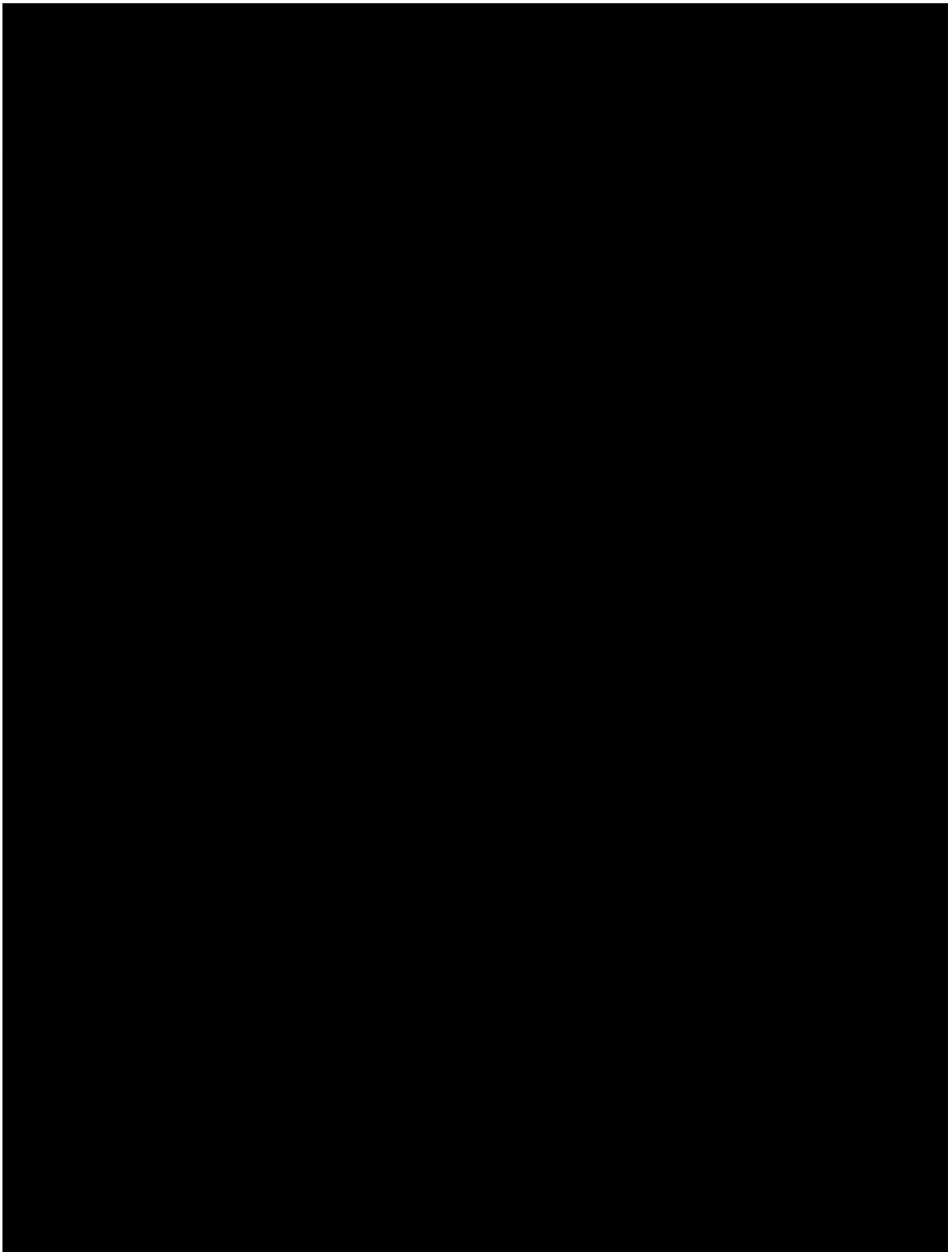
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APPENDIX B
FORM OF INVOICE



**AGREEMENT BETWEEN THE
CITY OF GAINESVILLE, d/b/a GAINESVILLE
REGIONAL UTILITIES, AND THE
CITY OF ALACHUA FOR THE PURCHASE AND
SALE OF WHOLESALE ELECTRIC SERVICE**

THIS AGREEMENT (this ‘Agreement’) is made and entered into this ____ day of ____, 2021, and made effective April 1, 2022 (hereinafter the “Effective Date”) by and between the **CITY OF GAINESVILLE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, d/b/a **GAINESVILLE REGIONAL UTILITIES** (hereinafter referred to as “**GRU**”), and the **CITY OF ALACHUA, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “**Alachua**”). Throughout this Agreement, both GRU and Alachua may be referred to as “Party” or the “Parties”.

WHEREAS, Alachua desires to acquire such wholesale electric service from GRU so that Alachua can serve its load obligations at its Alachua Substation; and

WHEREAS, GRU desires to supply wholesale electric service to Alachua to enable Alachua to meet its load obligations at the Alachua Substation.

NOW, THEREFORE, in consideration of the foregoing, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRU and Alachua hereby agree as follows:

1. **Recitals.** The Parties agree that the above recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **Term of Agreement.** This Agreement shall commence on the Effective Date as identified above and shall continue in effect until December 31, 2026 (hereinafter the “Term”), unless terminated earlier pursuant to the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or term survives any such termination or expiration.
3. **Wholesale Electric Service.** GRU shall sell and deliver and Alachua shall purchase and receive Alachua’s entire electrical capacity and energy requirements (hereinafter “Wholesale Electric Service”), now or hereafter required, at the Alachua No.1 Substation (hereinafter “Delivery Point”) and at such additional Delivery Points as may hereafter be established by mutual agreement between the Parties for Alachua’s use and for resale. The Delivery Point at the Alachua Substation No. 1 shall be the high voltage bushing of the substation transformers in the Alachua Substation No.1. Wholesale Electric Service shall be subject to the following exclusions:

- a) Such capacity and energy entitlements Alachua has in St. Lucie plants;
- b) Energy served at the Legacy Substation; and
- c) Energy produced by a photovoltaic system as described in Section 5.

4. **Price, Billing and Payment Requirements.**

4.1 **Price:** The prices Alachua shall pay to GRU for each MWh that GRU delivers to the Delivery Point during the Term of this Agreement are as follows:

- (a) \$42.00 per MWh if Alachua does not install or contract for solar photovoltaic energy as described in Section 5 of this Agreement, or
- (b) \$44 per MWh if Alachua installs or contracts for solar photovoltaic energy as described in Section 5 of this Agreement.

4.2 **Billing:** On or before the tenth (10th) calendar day following the end of each month in which GRU provides Alachua with Wholesale Electric Service, GRU shall calculate the amount due and payable by Alachua pursuant to Section 4.1 and GRU shall provide to Alachua an invoice detailing amounts owed by Alachua pursuant to the terms of this Agreement. GRU shall provide monthly invoices to Alachua electronically via email.

4.3 **Payment:** Payment for all Wholesale Electric Service rendered hereunder shall be made to GRU within twenty-five (25) calendar days from the date the invoice is transmitted to Alachua.

- a) Invoices not paid within twenty-five (25) calendar days after the due date shall be deemed delinquent and shall then accrue one percent (1%) per month on the unpaid balance pursuant to the Local Government Prompt Payment Act, Section 218.74(4), Florida Statutes, as amended from time to time.
- b) In the event any portion of any invoice is disputed, the invoiced amount shall be payable in full when due. Alachua shall provide a written description of the dispute and the associated disputed amount. Any such disputes shall be made within 12 months of GRU's transmittal of an invoice to Alachua. The Parties shall then cooperate to resolve the dispute. Upon resolution of the disputed amount, a true-up calculation shall be applied to the next invoice as full resolution of the prior disputed amount between the Parties.

4.4 **Audit Rights.** Each Party has the right, upon thirty (30) calendar days' notice, at its sole expense and during normal business hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, bill, statement, charges or computation made pursuant to this Agreement. If requested, each Party shall provide to the

other Party statements evidencing the quantity of Wholesale Electric Service delivered at the Delivery Point. If any such examination reveals any inaccuracy in any invoice, bill or statement, the necessary adjustments in such invoice, bill or statement and the payments thereof will be made promptly and shall bear interest calculated at the above-described interest rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any invoice, bill statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

5. **Solar Photovoltaic Installation.** Alachua may install and own, or contract for the delivery of energy from, a solar photovoltaic system with up to six (6) MW of capacity (AC-rated) to offset its demand and energy load. If Alachua elects this option, the price paid to GRU for energy will be adjusted according to Section 4.1 of this Agreement. This price adjustment will become effective on the earlier of; (1) Commercial operation of the solar facility or (2) 60 days following the initial energization of the solar facility, and will remain in effect for the remaining duration of the Term.

6. **Operating and Maintenance Agreement.** On October 5th, 2015 GRU and Alachua entered into an Operating and Maintenance Agreement for certain facilities owned by Alachua. This Operating and Maintenance Agreement was amended on November 20, 2019. GRU and Alachua shall extend this Operating and Maintenance Agreement, or negotiate a new Operating and Maintenance Agreement. In either circumstance, the Operating and Maintenance Agreement's term shall coincide with the term of this Agreement. The Operating and Maintenance Agreement will stipulate the conditions and rates under which GRU will operate and maintain some of Alachua's facilities.

7. **Tax Adjustments.** The rates provided herein shall be adjusted to include the applicable proportionate part of any taxes or assessments imposed by any governmental authority in excess of those in effect on the effective date of this Agreement, whether levied on the basis of fuels, meters or customers or the price of or revenue or income from electric energy or service sold or the volume of energy generated or purchased for sale or sold, or otherwise.

8. **Measurement of Wholesale Electric Service.** All Wholesale Electric Service furnished hereunder by GRU shall be measured at the Delivery Point. GRU shall provide, install and maintain revenue grade metering during the term of this Agreement. In the event any meter fails to register or registers incorrectly, the Parties shall agree upon the length of time such meter failed to register or registered incorrectly and the quantity of Wholesale Electric Service so delivered during such time. An appropriate adjustment based thereon shall be made to Alachua's invoice for such agreed upon time. An adjustment shall be made for any one (1) month period only if the meter has been tested by GRU of its own volition or at the written request of Alachua within 60 days from the date upon which the bill for such month had been rendered to Alachua. Any meter which complies with ANSI C-12 standards for revenue meters shall be deemed correct. No device or connection shall be installed or maintained by Alachua at the service location that will prevent any meter from registering correctly. GRU, at its expense, shall inspect

and test the meter(s) installed at least once per calendar year during the term of this Agreement. Pursuant to the written request of Alachua, GRU shall make additional tests of such meter(s) in the presence of representatives of Alachua. The cost of such additional tests shall be borne by Alachua if the percentage of deviation is found to be in compliance with ANSI C-12 standards for revenue meters. GRU shall provide reasonable advance notice to Alachua of the date of the scheduled annual test of the revenues meters and Alachua shall be permitted to witness the test.

9. **Change in Law Costs.** This Agreement and the rights, obligations, and performances of the Parties under this Agreement are subject to all applicable state and federal laws, and to all duly promulgated orders and other duly authorized actions of governmental authorities having jurisdiction (“Applicable Laws”). Each Party hereto shall be responsible for taking all necessary actions to satisfy any regulatory and other requirements that may be imposed by any federal, state, or municipal statute, rule, regulation, or ordinance that may be in effect from time to time relative to the performance of such Party hereunder. In the event that there is any change to any Applicable Laws that is promulgated past the effective date of this Agreement and that results in any additional or new costs, expenses, charges, fees and/or assessments (other than Tax Adjustments) that are attributable or related (in whole or in part) to the production and/or provision of electric energy to Alachua, including environmental-related costs, renewable portfolio standards, charges, fees, or expenses incurred by GRU to supply the electric energy and such costs, whether incurred as part of a voluntary or compulsory measure, are to be recovered from GRU’s retail customers, Alachua shall reimburse GRU for Alachua’s pro-rata share of such costs, expenses, charges, fees and/or assessments, which amounts shall be calculated and recovered as determined by GRU in a commercially reasonable manner. Change in Law Costs resulting from capital expenditures shall be allocated over the economic life of asset. GRU’s determination of additional costs shall be net of any reductions in costs associated with the change in Applicable Laws. GRU shall promptly notify Alachua upon the determination of any additional or new costs, expenses, charges, fees and/or assessments and the calculation of the pro rata portion of such costs proposed to be recovered from Alachua.

10. **Continuity of Service.** GRU shall operate and maintain its generating resources, transmission and distribution system assets, and equipment pursuant to prudent utility practice. GRU shall exercise due care and diligence to supply Wholesale Electric Service hereunder free from interruption; provided, however, that GRU shall not be responsible for any failure to supply Wholesale Electric Service, nor for interruption, reversal or abnormal voltage of the supply, if such failure, interruption, reversal or abnormal voltage is not a result of GRU’s negligence. Whenever the integrity of GRU’s system or the supply of Wholesale Electric Service is threatened by conditions on its system or on the systems with which it is directly or indirectly interconnected, or whenever it is necessary or desirable to aid in the restoration of service, GRU may, in conformance with prudent utility practices and with the application of standards no more interruptive than applied in service to its retail customers in like circumstances, curtail or interrupt electric service or reduce voltage to some or all of its customers and such curtailment, interruption or reduction shall not constitute willful default by GRU. In case of impaired or defective service, Alachua shall immediately provide notice to GRU’s Scheduling Agent (GRU Generation Dispatcher) by telephone, confirming such notice in writing as soon thereafter as

practicable. Written notice may be provided via facsimile or via email if confirmation of facsimile or email is received by the other Party.

11. **Access of GRU.** GRU shall have the right to enter upon Alachua's premises where the billing meters are located at all reasonable times for the purpose of reading meters, inspecting or repairing apparatus used in connection with the service, removing its property and/or any other purpose to carry out the work of GRU in connection with the delivery of Wholesale Electric Service. GRU shall provide advance notice, which is reasonable under the circumstances, to Alachua of its intent to enter upon the premises of Alachua. GRU shall describe in such notice the activities or work to be performed, the schedule for the performance of the activities or work and the personnel and contractors who will be performing such activities or work. GRU shall comply with Alachua's rules and policies with respect to safety, security, and any work or activities shall be performed in a manner consistent with the requirements, conditions or limitation set forth in any interconnection agreement between Alachua and GRU.

12. **Delivery and Losses.** Quantities of Monthly Wholesale Electric Service necessary to meet Alachua's load obligations, subject to the exclusions contained in Section 3 herein, shall be delivered by GRU to Alachua at the Delivery Point. Title to and risk of loss related to the Wholesale Electric Service shall transfer from GRU to Alachua at the Delivery Point free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point. GRU shall not incur any expense or risk beyond the Delivery Point and Alachua shall not incur any expenses or risk up to the Delivery Point.

13. **Obligation to Supply and Obligation to Receive.** Subject to the terms of this Agreement, GRU shall sell and deliver to Alachua, and Alachua shall purchase and receive from GRU, Wholesale Electric Service for Alachua's use and resale. GRU has informed Alachua that its generating assets have been financed with proceeds of tax-exempt bonds. Accordingly, Alachua represents to GRU that it will use all Wholesale Electric Service purchased pursuant to this Agreement for its native load exclusively pursuant to retail requirements contracts which do not give rise to 'private business use' pursuant to Section 141 of the Internal Revenue Code.

14. **Notices.** Except as otherwise provided in this Agreement, any notice, default, or termination from either Party must be sent in writing by certified mail with a return receipt requested, by personal delivery with receipt, by facsimile, or electronically with a confirmed electronic read receipt. For purposes of all notices, the Parties' representatives are identified below:

For Alachua:
City of Alachua
City Manager
15100 NW 142 Terrace
P.O. Box 9
Alachua, Florida 32615

For GRU:
Gainesville Regional Utilities

Chief Operating Officer
P.O. Box 147117
Gainesville, Florida 32614

Telephone: (386) 418-6100
Facsimile: (386) 418-6175
Email:

Telephone: (352) 393-1700
Facsimile: (352) 334-2277
Email: BrownTR@gru.com

15. **Non-Waiver.** Any failure or refusal of either Party to enforce any term or condition hereto shall not be considered a waiver thereof, or any waiver of any right to enforce any term or condition in the future.

16. **Indemnification.** Without waiving its sovereign immunity and subject to the limitations set forth in Section 768.28, Florida Statutes, both Parties hereby agree to indemnify the other Party for claims brought against the other Party only to the extent that they are found to result from the sole negligence of such Party, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third-party agents of either Party. This indemnification shall be interpreted as limited to only such traditional liabilities for which the Parties could be liable under the common law interpreting the limited waiver of sovereign immunity.

17. **Sovereign Immunity.** Nothing in this Agreement shall be construed or applied as a waiver of either Party's sovereign immunity against third party tort claims, including those rights and limitations of liability under Section 768.28, Florida Statutes, as it may be amended. If a Party to this Agreement pursues indemnity or a hold harmless defense from the other in connection with a third-party tort claim, then the Party from whom indemnity is sought shall have the right to assert against any such third party claimant, the defense of sovereign immunity on behalf of both the indemnitor and the indemnitee.

18. **Force Majeure.**

16.1 A Party shall be excused from performing its obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that it is unable to so perform or is prevented from performing by an event of Force Majeure. An event of "Force Majeure" means an event or circumstance that prevents or unduly frustrates the performance by a Party of its obligations under this Agreement (other than the duty to make payments when due, which shall not be excused by Force Majeure) which is not within the reasonable control of, or the result of the negligence of, such Party and which by the exercise of due diligence such Party is unable to overcome or avoid. Force Majeure includes, without limitation, hurricanes, named storms, tornadoes, flood, lightning, drought, earthquakes, fires, explosions, terrorist attacks, civil disturbances, strikes, acts of God, acts of the public enemy, orders, directives (including the state security coordinator), restraints and requirements of the government and governmental agencies, either federal, state or local, civil or military, or any other cause beyond a Party's control. Force Majeure shall not include (i) events affecting the cost of operating any generating facility, (ii) changes in market conditions which cause the price of Wholesale Electric Service to fluctuate including, without limitation, weather, fuel prices and supply and demand, or (iii) the inability of a Party to make a profit or avoid a loss in performing its obligations pursuant to this Agreement.

16.2 If either Party shall rely on the occurrence of Force Majeure as a basis for being excused from the performance of its obligations under this Agreement, then that Party shall (i) provide written notice to the other Party promptly but in no event later than five (5) calendar days after the occurrence of the event or condition giving an estimation of its expected duration and the probable impact on the performance of its obligations hereunder; (ii) exercise all reasonable efforts to continue to perform its obligations hereunder; (iii) expeditiously take reasonable action to correct or cure the event or condition excusing performance, provided that settlement of strikes or other labor disputes shall be completely within the sole discretion of the Party declaring Force Majeure; and, (iv) exercise all reasonable efforts to mitigate or limit damages to the other Party to the extent such action shall not adversely affect its own interests.

19. **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect. In the event any provision of this Agreement is found unlawful or otherwise unenforceable, all other provisions shall remain in full force and effect unless the Parties agree to the contrary in writing.

20. **Events of Default.** Each of the following shall be considered an “Event of Default”:

- a) A default shall occur in the performance of any material covenant or condition to be performed by either Party hereunder including failure to pay any amounts to be paid when due or the failure to provide electric service as set forth in this Agreement.
- b) A custodian, receiver, liquidator or trustee of either Party, is appointed or takes possession of all or substantially all of the property of either and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or either Party makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or either Party is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against either Party; or all or substantially all of the material property of either is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against either Party under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.
- c) Either Party files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency,

readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or subsequently in effect.

21. **Remedies.**

19.1 The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder. For purposes of this Section: (i) upon the occurrence of an Event of Default by either Party hereunder, the non-defaulting Party shall have the right to (i) collect all amounts due to from the defaulting Party hereunder; and, (ii) terminate this Agreement at any time during the continuation of such Event of Default upon written notice to the defaulting Party.

19.2 Notwithstanding any other provision of this Agreement, after the occurrence of an Event of Default and for so long as the Event of Default is continuing and has not been cured, the non-defaulting Party shall have the right, upon written notice to the defaulting Party, to suspend all performance under this Agreement until such Event of Default has been cured. In addition, if GRU is the defaulting Party, then Alachua shall have the right, but not the obligation, during the continuation of such default and prior to any termination of this Agreement, to purchase energy and capacity, in a commercially reasonable manner considering the circumstances of such default, from third parties at the Delivery Point in quantities sufficient to cover any shortfall in Wholesale Electric Service resulting from such default, and GRU shall reimburse Alachua for all costs, including both out-of-pocket and internal costs, incurred by Alachua related to such third-party purchases in excess of the cost that Alachua would otherwise have incurred for Wholesale Electric Service hereunder. If Alachua is the defaulting Party and, by reason of Alachua's default, GRU is not receiving all or a portion of electric energy payments in accordance with the terms hereof, then GRU shall have the right, but not the obligation, during the continuation of such default and prior to any termination of this Agreement to discontinue Wholesale Electric Service to Alachua.

19.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER INDEMNITY PROVISIONS OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COST OF CAPITAL; LOSS OF USE, LOSS OF GOODWILL, AND/OR CLAIMS OF CUSTOMERS.

19.4 The remedies provided for in this Section shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

22. **Assignment.** Neither Party may assign, transfer, and/or sell any of the rights pursuant to this Agreement, or associated with this Agreement, without the express prior written approval of the other Party, which consent shall not be unreasonably withheld.

23. **Limitation of Liability.** Unless expressly herein provided, neither Party, or their respective elected officials, officers or employees shall be liable for any consequential, incidental, punitive, exemplary or indirect damages, including without limitation, lost profits, lost revenues, attorneys' fees, cost of capital, loss of use, loss of goodwill, replacement power, claims of customers, or any other business interruption, by statute, in tort or contract, under indemnity provisions or otherwise.

24. **Entire Agreement.** This Agreement captures and contains the full and complete intention of the Parties hereto and no modifications or amendments to this Agreement shall be of any force or effect unless they are agreed to in writing and approved by the governing boards of both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or agents, and a duplicate original delivered to each party, as of the Effective Date above stated. The execution of this Agreement shall be subject to the approval of the governing boards of the City of Gainesville and the City of Alachua. The Effective Date of this Agreement shall be the date first written above, which shall be after this Agreement has been executed by all the Parties and approved by all pertinent governing boards.

THE CITY OF ALACHUA

**THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL
UTILITIES (GRU)**

Adam Boukari (date)
City Manager

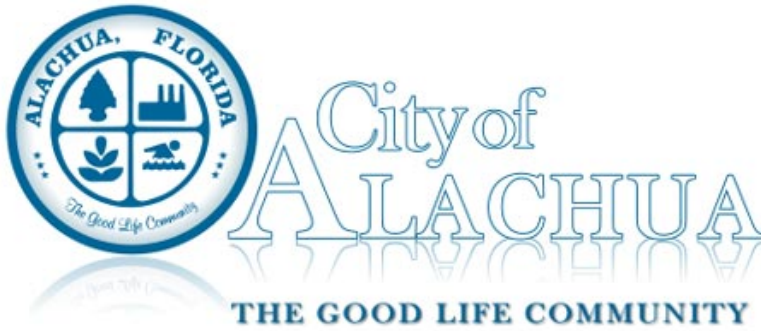
Edward J. Bielarski, Jr. (date)
General Manager of Utilities

Approved as to form:

Approved as to form and legality:

By: _____
(date)
City Attorney

By: _____
Lisa Bennett (date)
Utilities Attorney



Commission Agenda Item

MEETING DATE: 7/26/2021

SUBJECT: Resolution 21-21 Establishing 5.3900 as the Proposed Millage Rate for Fiscal Year 2021-2022 which is 5.37% more than the Rolled-Back Rate of 5.1155; Setting September 13, 2021 as the date for the first Public Hearing; Authorizing and Directing the City Manager to Transmit this Information to the Alachua County Property Appraiser on the Department of Revenue (DOR) 420 forms; Providing an Effective Date.

PREPARED BY: Robert A. Bonetti, Finance & Administrative Services Director

RECOMMENDED ACTION:

Adopt Resolution 21-21.

Summary

Section 200.065, Florida Statutes requires all taxing authorities to advise the Property Appraiser of the proposed millage rate, computed rolled-back millage rate, and, of the time, date and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget.

Florida Statutes state that no taxing authority within the county may hold a millage rate hearing on the same day as a school district or County Commission hearing date. The School Board of Alachua County is holding its budget hearings on August 3 and September 7, 2021. The Alachua County Board of County Commissioners is holding its budget hearings on September 14 and September 28, 2021. Therefore, the City of Alachua will hold its public hearings on September 13 and September 27, 2021 at 6:00 p.m. in the James A. Lewis Commission Chambers in City Hall.

The City Commission millage rate options are:

A) set millage rate at or below the majority vote maximum rate of 8.4071 - this applies to both the proposed and rolled-back millage rates; or,

B) set millage rate at a rate greater than 8.4071 but no more than 9.2478 - would require a two-thirds (2/3) vote at the September public hearings.

The City Manager's Fiscal Year 2021-2022 Tentative Budget is being developed based on a proposed General Fund millage rate of 5.3900 mills, which is the same millage rate as the current fiscal year. The General Fund rolled-back millage rate is 5.1155 mills. The rolled-back rate is the rate that would generate the same prior year ad valorem tax revenues exclusive of new construction, additions to structures, deletions, increases in the value of improvements and annexations. The proposed millage rate is 5.37% more than the rolled-back millage rate. The final details of the budget and the City's millage rate will be discussed and reviewed at budget workshops over the next two months.

This action, in and of itself, does not set the final millage. A proposed millage tonight should be viewed as simply setting a ceiling, since any upward adjustment to the millage rate in September would require a new Truth in Millage (TRIM) notice to be mailed to all residents. This cost would be the responsibility of the City.

By adopting the proposed resolution, the City Commission authorizes and directs the City Manager to provide a copy of the resolution to the Alachua County Property Appraiser for use in preparing the Notice of Proposed Property taxes, as required by Section 200.069, Florida Statutes and to execute, as the Administrating Official, any Department of Revenue forms necessary to complete its certification.

forms necessary to complete its certification.

FINANCIAL IMPACT: Yes

BUDGETED: No

FUNDING SOURCE: General Fund

ATTACHMENTS:

Description

- ▣ Resolution 21-21

RESOLUTION 21-21

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; ESTABLISHING 5.3900 AS THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2021-2022 WHICH IS 5.37% MORE THAN THE ROLLED-BACK RATE OF 5.1155; SETTING SEPTEMBER 13, 2021, AS THE DATE FOR THE FIRST PUBLIC HEARING; AUTHORIZING AND DIRECTING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE ALACHUA COUNTY PROPERTY APPRAISER ON THE DEPARTMENT OF REVENUE (DOR) 420 FORMS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, notification that the Alachua County Property Appraiser has electronically certified the preliminary 2021 taxable values for General City purposes was received on June 22, 2021; and,

WHEREAS, Section 200.065(2)(b), Florida Statutes, requires the City Commission to advise the Property Appraiser of its rolled-back millage rate, its proposed millage rate, and of the time, date and place at which a public hearing will be held to consider the tentative millage rates and the tentative budget;

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

SECTION 1. The rolled-back rate for General City purposes, as computed pursuant to Section 200.065(1), Florida Statutes, is 5.1155 mills.

SECTION 2. The proposed millage rate necessary to fund the General City budget for the Fiscal Year 2021-2022 is 5.3900 mills for the General Fund.

SECTION 3 The proposed millage rate necessary to fund the General City budget for the Fiscal Year 2021-2022 is 5.37% more than the rolled-back rate.

SECTION 4. A public hearing will be held to consider the proposed millage rate and the tentative budget for the City of Alachua on September 13, 2021, at 6:00 p.m. at the Alachua City Hall Commission Chambers located at 15100 N. W. 142nd Terrace, Alachua, FL 32615.

SECTION 5. The City Manager is hereby authorized and directed to provide a copy of this resolution to the Alachua County Property Appraiser for use in preparing the Notice of Proposed Property Taxes, as required by Section 200.069, Florida Statutes and to execute, as the Adminstrating Official, any Department of Revenue forms necessary to complete this certification.

SECTION 6. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 26th day of July, 2021.

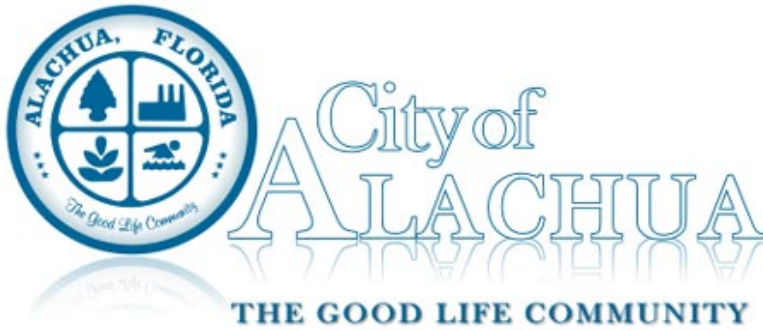
**CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA**

Gib Coerper, Mayor

SEAL

ATTEST:

Adam Boukari, City Manager/Clerk



Commission Agenda Item

MEETING DATE: 7/26/2021

SUBJECT: Resolution 21-20 TK Basin Preliminary Rate Resolution

PREPARED BY: Robert A. Bonetti, Finance and Administrative Services Director

RECOMMENDED ACTION:

Adopt Resolution 21-20.

Summary

The City Commission adopted Resolution 10-25 on Sept. 13, 2010, which served as the final proceeding for the imposition of the TK Basin Maintenance Assessment Area. Resolution 10-25 created the TK Basin Maintenance Assessment Area, ratified and confirmed the Initial Assessment Resolution (Resolution 10-20), approved the Maintenance Assessment Roll, imposed the Maintenance Assessments, provided for the method of collection, served as the final adjudication and directed the recording of the Resolution in the Official Records Book in the office of the Alachua County Clerk of Courts.

As required by City of Alachua Code of Ordinances Section 2-723 (meets the requirements provided under the Uniform Assessment Collection Act - F.S.S. 197.3632), the City must annually adopt a Preliminary Rate Resolution for each fiscal year. Resolution 21-20 serves as the Preliminary Rate Resolution for the TK Basin Maintenance Assessment for Fiscal Year 2021-2022.

The total assessment is estimated at \$25,000.00 for Fiscal Year 2021-2022. This amount is \$14,000 more than the total assessment for Fiscal Year 2020-2021. Assessment costs include the actual maintenance expenses of the basin as well as costs incurred to administer the special assessment program annually. The basin maintenance costs have dramatically increased as compared to costs prior to the pandemic.

The City has retained the legal services of Nabors, Giblin and Nickerson, a firm specializing in special assessment creation and implementation, to draft Resolution 21-20 and assist in the reimposition process. The legal expenses related to the reimposition are included in the total assessments collected.

The City Commission also approved an automatically renewing agreement with the Alachua County Tax Collector on Aug. 17, 2010 to reimburse the Tax Collector for necessary administrative and actual costs incurred to collect the assessment on the ad valorem tax bill. The reimbursement cost is 2% of the total assessment and is included in the total assessments to be collected.

Following the adoption of Resolution 21-20, the City Commission will consider the adoption of the Annual Rate Resolution, scheduled for the Sept. 13, 2021 City Commission meeting, which will be the final proceeding to approve the assessment and direct that it be placed on the November 2021 tax bill.

FINANCIAL IMPACT: Yes

BUDGETED: No

AMOUNT: \$25,000

FUNDING SOURCE: Other

ATTACHMENTS:

	Description
▢	Resolution 21-20

RESOLUTION 21-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE MAINTENANCE OF THE TK STORMWATER BASIN; DETERMINING THE ESTIMATED MAINTENANCE COST OF THE TK BASIN; DETERMINING THAT SUCH REAL PROPERTY WILL DERIVE A SPECIAL BENEFIT FROM THE MAINTENANCE OF SUCH IMPROVEMENTS; ESTABLISHING THE METHOD OF ASSESSING THE MAINTENANCE COSTS; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; DIRECTING THE ASSESSMENT COORDINATOR TO PREPARE A TENTATIVE MAINTENANCE ASSESSMENT ROLL BASED UPON THE METHODOLOGY SET FORTH HEREIN; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED MAINTENANCE ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission (the "Commission") of the City of Alachua, Florida (the "City") adopted the Master Capital Project and Service Assessment Ordinance, Ordinance No. 10-13 on April 12, 2010, to provide for the imposition of special assessments to fund the construction of Capital Projects and the provision of Related Services to benefit property within Assessment Areas; and

WHEREAS, pursuant to the Ordinance, the Commission created and imposed special assessments within the TK Basin Assessment Area on September 13, 2010, with the adoption of the Final Assessment Resolution; Resolution No. 10-25; and

WHEREAS, pursuant to provision of the Ordinance, the Commission is required to adopt a Preliminary Assessment Resolution for each fiscal year to initiate the annual implementation of the special assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA, AS FOLLOWS:

Resolution 21-20

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Master Capital Project and Service Assessment Ordinance, Ordinance No. 10-13, as codified in Chapter 2, Article IV, Division 2 of the City of Alachua Code of Ordinances (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 10-20), the Final Assessment Resolution (Resolution No. 10-25), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution initiates the annual process for updating the Maintenance Assessment Roll and directing the reimposition of special assessments within the TK Basin Assessment Area for the Fiscal Year beginning October 1, 2021 (hereinafter the "Preliminary Rate Resolution").

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 3. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 4. FINDINGS. The legislative determinations embodied in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution are affirmed and incorporated herein by reference.

Resolution 21-20

SECTION 5. PUBLIC HEARING. A public hearing will be conducted by the City Commission at 6:00 P.M., or as soon thereafter as the matter can be heard, on September 13, 2021, in the James A. Lewis Commission Chambers, at the City of Alachua City Hall located at 15100 NW 142nd Terrace, Alachua, Florida, to consider (A) reimposition of the Maintenance Assessments, and (B) collection of the Maintenance Assessments pursuant to the Uniform Assessment Collection Act.

SECTION 6. NOTICE BY MAIL.

(A) If required, upon completion of the tentative Maintenance Assessment Roll, the Assessment Coordinator shall, at the time and in the manner specified in the Ordinance, provide first class mailed notice of the public hearing authorized by Section 5 hereof to each real property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be in substantially the form attached hereto as Appendix A and provided no later than August 23, 2021.

(B) For Tax Parcels with exempt “home addresses” pursuant to Section 119.071(4), Florida Statutes, the Assessment Coordinator shall work with the Property Appraiser and/or Tax Collector for provision of notice.

SECTION 7. NOTICE BY PUBLICATION. Upon completion of the tentative Maintenance Assessment Roll, the Assessment Coordinator shall publish a notice of the public hearing authorized by Section 5 hereof in the manner and the time provided in the Ordinance. Such notice shall be in substantially the form attached hereto as Appendix B and provided no later than August 23, 2021.

SECTION 8. ANNUAL MAINTENANCE ASSESSMENTS.

(A) The estimated Maintenance Cost for the TK Basin Assessment Area is \$25,000.00 for the Fiscal Year commencing October 1, 2021. The Maintenance Cost will be funded through

Resolution 21-20

the imposition of the Maintenance Assessments against property located in the TK Basin Assessment Area based on the Tax Parcel's proportionate amount of Land Area as it relates to all Tax Parcel's within the TK Basin Assessment Area, as more particularly described in the preliminary assessment roll attached hereto as Appendix C and incorporated herein.

(B) The Tax Parcels described in the updated Maintenance Assessment Roll are hereby found to be specially benefited by the maintenance of the TK Basin Assessment Area in the amount of the estimated annual Maintenance Assessment set forth in the Maintenance Assessment Roll.

(C) The Maintenance Assessments shall be imposed against all property located within the TK Basin Assessment Area for each Fiscal Year and shall be computed in accordance with this Preliminary Rate Resolution. When imposed, the Maintenance Assessments for each Fiscal Year shall constitute a lien upon the Tax Parcels located in TK Basin Assessment Area pursuant to the Ordinance.

SECTION 9. COMPUTATION OF MAINTENANCE ASSESSMENTS. The annual Maintenance Assessments shall be computed for each Tax Parcel located in TK Basin Assessment Area in the manner set forth in Section 5.03 of the Initial Assessment Resolution, which is hereby affirmed and incorporated herein by reference.

SECTION 10. UPDATED MAINTENANCE ASSESSMENT ROLL. The Assessment Coordinator is hereby directed to prepare the updated Maintenance Assessment Roll in the manner provided in the Ordinance. The Assessment Coordinator shall apportion the Maintenance Cost among the parcels of real property within TK Basin Assessment Area as reflected on the Tax Roll in conformity with this Preliminary Rate Resolution. The estimate of Maintenance Cost and the updated Maintenance Assessment Roll shall be maintained on file in the office of the City Manager and be open to public inspection.

Resolution 21-20

SECTION 11. METHOD OF COLLECTION. The Maintenance Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 12. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 13. CONFLICTS. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 14. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 26th day of July, 2021.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor

ATTEST:

APPROVED AS TO FORM:

Adam Boukari, City Manager/Clerk

Marian B. Rush, City Attorney

Resolution 21-20

APPENDIX A FORM OF MAILED NOTICE

Resolution 21-20

**CITY OF ALACHUA, FLORIDA
15100 NW 142nd TERRACE
Alachua, Florida 32615
(386) 418-6100**

August 23, 2021

[Property Owner Name]
[Street Address]
[City, State and zip]

Re: Parcel Number [Insert Number]
TK Basin Maintenance Assessment Area

Dear Property Owner:

The City Commission of the City of Alachua, Florida (the "City") created the TK Basin Maintenance Assessment Area (the "Maintenance Assessment Area") to impose special assessments to fund the maintenance and operating costs of the TK basin stormwater local improvements within the Maintenance Assessment Area. The assessment for each parcel of real property is calculated based on the parcel's percentage of the total land area contained within the Maintenance Assessment Area. A more specific description of the maintenance costs and the method of computing the maintenance assessment for each parcel of real property are set forth in the Initial Assessment Resolution adopted by the Board on August 9, 2010. Copies of the Master Capital Project and Service Assessment Ordinance (Ordinance No. 10-13), the Initial Assessment Resolution (Resolution No. 10-20), the Final Assessment Resolution (Resolution No. 10-25), the Preliminary Rate Resolution (Resolution No. 21-20), and the updated Assessment Roll are available for inspection the Deputy Clerk's Office, located at 15100 142nd Terrace, Alachua, Florida. Information regarding the assessment for your specific real property is attached to this letter.

The City intends to continue collection of the maintenance assessments on your ad valorem tax bill. The maintenance assessment commenced collection with the tax bill mailed in November 2021 and will continue annually thereafter, as authorized by Section 197.3632, Florida Statutes. Failure to pay your assessments will cause a tax certificate to be issued against the real property which may result in a loss of title. The total maintenance assessment revenue to be collected in the Maintenance Assessment Area is estimated to be \$25,000 for the Fiscal Year commencing on October 1, 2021.

Resolution 21-20

The City will hold a public hearing at 6:00 P.M., or as soon thereafter as the matter can be heard, on September 13, 2021, in the James A. Lewis Commission Chambers, at the Alachua City Hall located at 15100 NW 142nd Terrace, Alachua, Florida, for the purpose of receiving comments on the reimposition of assessments in the Maintenance Assessment Area and their collection on the ad valorem tax bill. You are invited to attend and participate in the public hearing or to file written objections with the Clerk any time prior to the public hearing.

If you decide to appeal any decision made by the City with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the Deputy City Clerk's office at (386) 418-6104, at least seven days prior to the date of the hearing.

Questions regarding your assessment and the process for collection may be directed to the Clerk's office at (386) 418-6104.

ALACHUA, FLORIDA

Resolution 21-20

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

TK Basin Maintenance Assessment Area

[Property Owner Name]

Parcel Number [Insert Number]

Parcel Size

[insert acreage]

Portion of Land Area allocable to Parcel

[insert percentage]

The total annual Maintenance Assessment for the above parcel for Fiscal Year 2021-2022 is
\$_____.

The maximum annual Maintenance Assessment that can be imposed without further notice for
future fiscal years is \$_____ for the above parcel.

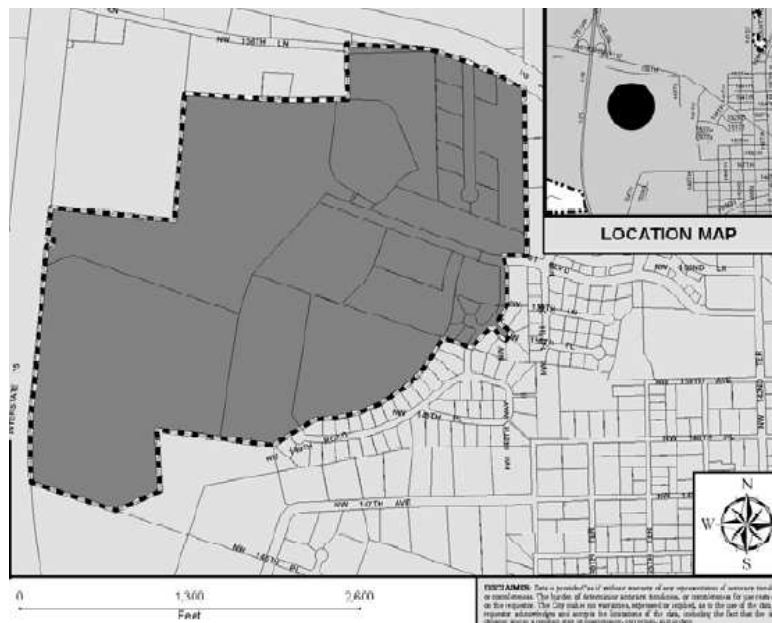
*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

Resolution 21-20

APPENDIX B
FORM OF PUBLISHED NOTICE

Resolution 21-20

TO BE PUBLISHED NO LATER THAN AUGUST 23, 2021



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF MAINTENANCE ASSESSMENTS IN THE TK BASIN MAINTENANCE ASSESSMENT AREA

Notice is hereby given that the City Commission of the City of Alachua, Florida will conduct a public hearing to consider reimposition of maintenance special assessments in the TK Basin Maintenance Assessment Area, as shown above, to continue funding the maintenance and operating costs of the TK stormwater basin within the Maintenance Assessment Area. The hearing will be held at 6:00 P.M., or as soon thereafter as the matter can be heard, on September 13, 2021, in the James A. Lewis Commission Chambers, at the Alachua City Hall located at 15100 NW 142nd Terrace, Alachua, Florida, for the purpose of receiving public comment on the reimposition and collection of the maintenance assessments on the ad valorem tax bill. All affected real property owners have a right to appear at the hearing and to file written objections with the Deputy City Clerk any time prior to the public hearing. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Deputy City Clerk's office at (386) 418-6103, at least seven days prior to the date of the hearing.

Resolution 21-20

The assessment for each parcel of real property is calculated based on the acreage of each Tax Parcel within the TK watershed. A more specific description of the maintenance costs and the method of computing the assessment for each parcel of real property are set forth in the Initial Assessment Resolution adopted by the Commission on August 9, 2010. Copies of the Master Capital Project and Service Assessment Ordinance (Ordinance No. 10-13), the Initial Assessment Resolution (Resolution No. 10-20), the Final Assessment Resolution (Resolution No. 10-25), the Preliminary Rate Resolution (Resolution No. 21-20) and the updated Maintenance Assessment Roll are available for inspection at the office of the Deputy City Clerk, located at City Hall, 15100 NW 142nd Terrace, Alachua, Florida.

The City intends to continue collection of the maintenance assessments on your ad valorem tax bill to be mailed in November 2021. The maintenance assessment commenced collection with the tax bill mailed in November 2010 and will continue annually thereafter, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the real property which may result in a loss of title.

If you have any questions, please contact the Deputy City Clerk at (386) 418-6103, Monday through Thursday between 7:30 a.m. and 6:00 p.m.

ALACHUA, FLORIDA

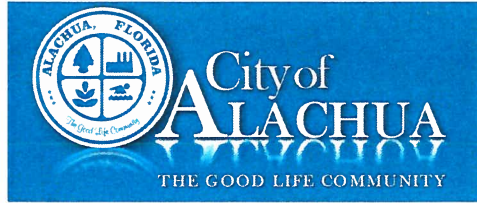
Resolution 21-20

APPENDIX C
PRELIMINARY ASSESSMENT ROLL

Resolution 21-20

PRELIMINARY ASSESSMENT ROLL

Parcel No.	Amount
03869-007-000	\$688.41
03869-009-000	\$1,938.41
03863-002-001	\$2,940.22
03869-007-001	\$1,208.33
03863-000-000	\$2,749.86
03869-000-000	\$6,384.06
03863-002-000	\$2,600.76
03869-006-000	\$411.23
03869-008-000	\$1,110.51
03868-000-000	\$3,101.45
03868-001-001	\$188.00
03868-001-002	\$163.87
03868-001-003	\$183.91
03868-001-004	\$205.30
03868-001-005	\$183.91
03868-001-006	\$184.03
03868-001-007	\$191.66
03868-001-008	\$231.79
03863-020-046	\$56.47
03863-020-047	\$58.64
03863-020-048	\$68.55
03863-020-049	\$67.48
03863-020-050	\$83.15
TOTAL	\$25,000.00



City Commission Meeting Sign In
July 26, 2021

	Name (Please Print)
Dave Deren (Please Print)	(Please Print)
CRAIG ROCHETER, SR (Please Print)	(Please Print)
CRAIG ROCHETER, JR (Please Print)	(Please Print)
Joe Hancock (Please Print)	(Please Print)
Sue Keesling (Please Print)	(Please Print)
Cap Wilson (Please Print)	(Please Print)
 (Please Print)	(Please Print)
(Please Print)	(Please Print)
(Please Print)	(Please Print)
(Please Print)	(Please Print)
(Please Print)	(Please Print)