Regular City Commission Meeting
Agenda
July 24, 2023

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

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

Meeting Date: July 24, 2023

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

City Commission Meeting

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

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

A. Legacy Park Summer Camp- Student Artist Appreciation

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

A. Appointment to Education Task Force (ETF)

IV. PUBLIC HEARINGS AND ORDINANCES

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

A. Minor Subdivision – Replat of Lot 53 of Wyndswept Hills: A request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Anna Diekemper and Anthony Meyer, property owners, for consideration of a minor subdivision / replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet; Tax Parcel 03863-020-053 (Quasi-Judicial Hearing).

B. Convergence Research Park Residential Phase 2 Final Plat: A request by Kevin Smith, PSM, of Causseaux, Hewett, & Walpole, Inc., applicant and agent, for San Felasco Research Ventures, LLC, property owner, for consideration of the Final Plat for Convergence Research Park Residential Phase 2, which proposes to subdivide a ±32.27 acre subject property into a total of 103 lots with associated common areas and road right-of-way; Consisting of portions of Tax Parcel Numbers 03970-000-000 and 03929-000-000 (Quasi-Judicial Hearing).

V. AGENDA ITEMS

A. Savannah Station Phase 2A, Unit 1 Sidewalk Infrastructure Acceptance and Return of Surety

B. Savannah Station Phase 2A, Unit 2 Sidewalk Infrastructure Acceptance and Return of Surety

C. Resolution 23-12 Establishing 5.9500 as the Proposed Millage Rate for Fiscal Year 2023-2024 which is 19.2% more than the Rolled-Back Rate of 4.9899; Setting September 6, 2023 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 23-13 TK Basin Preliminary Rate Resolution

E. Resolution 23-14: Amending the Fiscal Year 2022-2023 General Fund Budget for the receipt of unanticipated revenue; Increasing the General Fund Special Expense budget to appropriate expenses related to a grant received from Duke Energy Economic Development; Increasing the General Fund Alachua Police Department budget to appropriate expenses related to the Edward Byrne Memorial Justice Assistance grants received from the Florida Department of Law Enforcement; Providing an effective date.

F. RFB 2023-03 - City of Alachua Water Quality & Resiliency Improvement Project Award

G. RFB 2023-03 - City of Alachua Water Quality & Resiliency Improvement Project Engineering Construction Services

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

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: Legacy Park Summer Camp- Student Artist Appreciation
PREPARED BY: Diane L. Amendola, Assistant Deputy City Clerk

RECOMMENDED ACTION:
Mayor Coerper and Ms. Ladtetre McClain to present the certificates to the students.

Summary

In recognition of the student artists, the City is presenting art certificates to the children of the Legacy Park Summer Camp Program who had their artwork featured on display in the foyer of City Hall.

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: Appointment to Education Task Force (ETF)
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Appoint two applicants to the Education Task Force, for a three-year term expiring July 24, 2026, appoint two applicants to a two-year term expiring July 24, 2025, and appoint one applicant to a one-year term expiring July 24, 2024.

Summary

The Education Task Force (ETF) is a five-member board to the City Commission, with a regular three-year term of office. The primary purpose of the ETF is to serve the City Commission by recommending policies, procedures, and suggestions for improving the quality of childhood education in the City, including cooperation with all public, private, and charter schools, and early childhood centers that offer preschool, daycare or Head Start.

All five of the ETF member seats are currently vacant. In order to establish membership to this task force, the City advertised for applications in the Alachua County Today on May 4, May 11, and May 18, 2023. Notices of the vacancy were also posted on community bulletin boards and the City's website.

Initial appointments to the ETF will be as follows:

A) Two (2) seats serving a three (3) year term expiring on July 24, 2026;
B) Two (2) seats serving a two (2) year term expiring on July 24, 2025;
and,
C) One (1) seats serving a one (1) year term expiring on July 24, 2024;

The City received seven (7) applications. The names of the applicants are listed in alphabetical order:

David Aguilera
Tonya Floyd
Jeremy Grimm
Lynn Hayes

Jeffrey A. Means
Jessica A. Smith
Travis White

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

ATTACHMENTS:

Description

- App - Aguilera
- App - Floyd
- App - Grimm
- App - Hayes
- App - Means
- App - Smith
- App - White
- Ballot
- Ad - Alachua County Today
- Ad - Alachua County Today Second Run

APPLICATION FOR EDUCATIONAL TASK FORCE MEMBERSHIP

Name: David Aguilera Date: 05-08-2023

Physical Address: 10103 NW 209th Lane, Alachua, FL 32615

Mailing Address: 10103 NW 209th Lane, Alachua, FL 32615

Email Address: d.aguilera@bhaktischool.org

Phone (Daytime): 352-474-0538

Alternate Phone: 386-462-2886 x 9

Are you a resident of the City of Alachua? ☐ Yes ☒ No

Briefly state why you want to be a member of the Educational Task Force:

As the Head of School at Bhaktivedanta Academy for the last fifteen years, I have seen first hand the value of a quality early childhood education. I am excited to support the forward thinking initiative of the city council and staff to expand access to quality programs for its residents.

Applicant's Signature: D. Aguilera

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail the application to:

City of Alachua
ATTN: City Manager's Office
P.O. Box 9
Alachua, FL 32616

City of ALACHUA

APPLICATION FOR EDUCATIONAL TASK FORCE MEMBERSHIP

Name: Tanya Floyd Date: May 17, 2023

Physical Address: 25735 SW 20 AVE Newberry, FL 32669

Mailing Address: 25735 SW 20 AVE Newberry, FL 32669

Email Address: floydtm82@gmail.com

Phone (Daytime): 352-219-7016

Alternate Phone: 386-462-5002

Are you a resident of the City of Alachua? ☐ Yes ☑ No

Briefly state why you want to be a member of the Educational Task Force:

Over the past 19 years, I have served as an educator, school leader, and public school advocate in Alachua County. My experiences have fostered a passion for public education and equality. Throughout my nineteen years in the district, I have had the opportunity to collaborate and learn from five different school-based administrations. As an adjunct professor for the University of Florida College of Education, I have worked to develop aspiring educators. For the past four years, I have served the school district in the capacity of Principal at W. W. Irby Elementary School. During my first year as a school principal, I faced the challenges and uncertainties of a worldwide pandemic. This experience further strengthened and developed to new heights, my ability to adapt and problem-solve, while still providing a safe and nurturing environment for students and families to succeed. My two children are enrolled in the public school system and participate in city league sports. My involvement as a parent and sports coach has proven, once again to me, that a strong foundation for children, with a community-wide approach, yields the most powerful educational outcome. Education has the power and ability to impact generations of our families and this community. I look forward to the opportunity to serve the children and families of the city of Alachua in collaboration with other stakeholders.

Applicant's Signature: Tanya Floyd

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail the application to:

City of Alachua
ATTN: City Manager's Office
P.O. Box 9
Alachua, FL 32616

City of ALACHUA

APPLICATION FOR EDUCATION TASK FORCE BOARD MEMBERSHIP

Name: Jeremy Grimm Date: 5-23-23

Physical Address: 13802 NW 143RD PL, Alachua, FL 32615

Mailing Address: Same

Email Address: Jeremy.Grimm78@Gmail.com

Phone (Daytime): 330-323-5102

Alternate Phone: _____

Are you a resident of the City of Alachua? ☒ Yes ☐ No

Briefly state why you want to be a member of the Education Task Force Board: I Am trying to Be Better about public service. I Have History of Public service from my Past community. I Have served as A village Councilman in my Past, And the education task force will start Getting me involved in my new community. I Am also a Disabled Dialysis Patient so I think this will help me feel like I'm Doing something useful

Applicant's Signature: _____

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail the application to:

City of Alachua
ATTN: City Manager's Office
P.O. Box 9
Alachua, FL 32616

City of ALACHUA

APPLICATION FOR EDUCATION TASK FORCE BOARD MEMBERSHIP

Name: Lynn Hayes Date: 7/5/23

Physical Address: 13209 NW CR 235 Alachua, Fl. 32615

Mailing Address: 13209 NW CR 235 Alachua, Fl. 32615

Email Address: ly.hayes@cityofalachua.org

Phone (Daytime): 352-281-1221

Alternate Phone: (386) 418-0226

Are you a resident of the City of Alachua? ☑ Yes ☐ No

Briefly state why you want to be a member of the Education Task Force Board: I have worked (Formerly) for the School board of alachua county for 13.5 years. I've always been interested in the education and well being of our students across the entire district. I also have a son who is a Junior at Santa Fe High School. I do feel that I will be a valuable asset to this task force by helping to bring ideas into fruition throughout our City.

Applicant's Signature: Lynn Hayes

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail the application to:

City of Alachua
ATTN: City Manager's Office
P.O. Box 9
Alachua, FL 32616

City of ALACHUA

APPLICATION FOR EDUCATION TASK FORCE BOARD MEMBERSHIP

Name: JEFFREY A. MEANS Date: MAY 20, 2023

Physical Address: 22214 OLD BELLAMY ROAD ALACHUA, FL 32615

Mailing Address: - SAME AS ABOVE -

Email Address: jamzam4@aol.com

Phone (Daytime): 352-316-4868

Alternate Phone: 352-316-5175 (Wife's cell #)

Are you a resident of the City of Alachua? ☐ Yes ☒ No

Briefly state why you want to be a member of the Education Task Force Board: After spending my entire career as an educator, I'd like to use my experiences and expertise to help our local schools. I have held various positions in the public K-12 school system, and also have worked at the college level. Here's a listing of my primary experiences and employment over the past 30+ years:

- Middle school science teacher - 10 yrs. - Lake Butler Middle School
- Elem. ESE and Reading Coach - 9 yrs. - Alachua Elem. School
- K-8th Gr. School Principal - 12 yrs. - High Springs Comm. School
- Adjunct Professor/Instructor - 5 yrs. - Santa Fe College and Univ. of Florida

Applicant's Signature: Jeffrey A. Means

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail the application to:

City of Alachua
ATTN: City Manager's Office
P.O. Box 9
Alachua, FL 32616

City of ALACHUA

APPLICATION FOR EDUCATION TASK FORCE BOARD MEMBERSHIP

Name: Jessica A. Smith Date: 6/21/2023

Physical Address: 13550 NW 131st Place, Alachua, FL 32615

Mailing Address: 13550 NW 131st Place, Alachua, FL 32615

Email Address: Jessicasmith33@hotmail.com

Phone (Daytime): (352)474.9890

Alternate Phone: (352)265.8884

Are you a resident of the City of Alachua? X Yes ☐ No

Briefly state why you want to be a member of the Education Task Force Board:

I have a child in the Alachua County School District, and he has attended Irby Elementary for the past three years and has struggled with maintaining reading on grade level. I have a desire to improve the current schools that are located within our City. According to the last School Grades (2021-2022) published by ACPS, Alachua Elementary (which also includes Irby) is rated D; Mebane is C, and Santa Fe is C. I believe our children deserve better. Currently, all three schools in Alachua are under-enrolled likely due to the low overall grades of the schools. I know many families in Alachua (including myself) who have explored zoning exemptions and private school options. We need to find a way to help improve our community, especially with the expansion that is about to happen with new homes being built. With the upcoming zoning plans, it is vital to help improve our schools so that the children in our community have a place to learn and grow. I have been told by prior principals and teachers that the schools in Alachua are "scary" and not to send my child(ren), if possible. That is not a good reputation for our community. I would love to be on this Education Task Force Board to help find solutions for the families of Alachua.

Applicant's Signature:

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail the application to:

City of Alachua
ATTN: City Manager's Office
P.O. Box 9
Alachua, FL 32616

City of ALACHUA

APPLICATION FOR EDUCATIONAL TASK FORCE MEMBERSHIP

Name: Travis White Date: 05/04/23

Physical Address: 7519 NW 127th Pl. Alachua, FL. 32615.

Mailing Address: Same as above ↑

Email Address: trexsoccer@yahoo.com

Phone (Daytime): (386)-266-8652

Alternate Phone: Same as above ↑

Are you a resident of the City of Alachua? ☑ Yes ☐ No

Briefly state why you want to be a member of the Educational Task Force: As a life long resident and Alumnus of the public schools in Alachua; I feel deeply invested in the success of our children. I'm a current educator in the County recently named Teacher of Year for my school and I think an educator's perspective would benefit the task force. I also view this as an opportunity to continue my public service to the city already being a member for Park's Rec Advisory board and 14 years of volunteering at SFHS. I've been fortunate enough to have professional connections to Administrations at SFHS, AL Elem, Irby which could be helpful in collaborations.

Applicant's Signature: Travis White

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail the application to:

City of Alachua
ATTN: City Manager's Office
P.O. Box 9
Alachua, FL 32616

July 24, 2023 – Education Task Force Term Ballot

Vote for a maximum of three (3) applicants

_____ Jeremy Grimm

_____ Lynn Hayes

_____ Jessica A. Smith

_____ Travis White

Vote for a maximum of two (2) applicants

_____ David Aguilera

_____ Tonya Floyd

_____ Jeffrey A. Means

Please vote for a maximum of five candidates.

_____July 24, 2023

Signature

CENTER:
Continued from page A1

Newberry awarded $55K USDA grant

storage to the south, with possibly mini storage in-between," said Planning and Economic Development Director Bryan Thomas. He explained that Commercial General is usually reserved for small scale commercial, while Commercial Intensive is usually for automotive uses.

In his recommendation to enact this change on second reading, Thomas said that the CI Zoning District is compatible with the mixture of uses in the area along State Road 26 and is consistent with the Corridor Study and community visioning indicators. This application was unanimously approved by the Planning and Zoning Board on March 6 and unanimously approved again on first reading by the City Commission on April 10.

In other City business, Thomas presented the proposed timeline for revising the Newberry Comprehensive Plan, something the Commission has been talking about reviewing for some time.

The Comprehensive Plan is the community's expression of its vision for future growth. The Plan is intended to provide guidance from a high-level perspective, while the Land Development Regulations are the tools to implement that vision. Newberry's Comprehensive Plan has not been thoroughly revised since 2006 and contains elements that are no longer applicable to the current environment, as well as very specific language that is more suitable to being in the Land Development Regulations.

The process will bring multiple public and Commission open houses to provide the community with ample opportunities for input. In addition to public input, the revised Plan will incorporate the recently adopted Mission, Vision, and Core Values that were developed during last year's visioning workshops.

All workshops and meetings will take place at the Municipal Building and are scheduled to occur from 6 – 9 p.m. Public workshops and meetings will be held May 24, June 6, July 10 (provide update to the Commission) and Aug. 14 for a Commission workshop.

Upon approval by the Newberry City Commission, the Comprehensive Plan will be sent to the state for review and approval, which can take up to 45 days.

In other business, City Manager New announced that the City was awarded a $55,000 USDA Rural Business Development Grant. It will be used to fund a development business plan for the Agtech Park and also to "further develop our stakeholders to get enough momentum to get the initial round of infrastructure constructed and the first facilities, which we think will be the incubator building".

New also reported that the City was funded for two $1 million grants for a water storage tank and for a wastewater treatment plant expansion by the Florida Legislature in the 2023 Session that ended on May 5. He said the funding "will have to go before the governor's veto pen".

# # #

Email cwalker@alachuatoday.com

PORNOGRAPHY:
Continued from page A1

City of ALACHUA

Task Force Vacancy

Education Task Force

The Alachua City Commission is accepting applications for five (5) vacancies on its Educational Task Force. As this is the formation of a new task force, appointments will be for two (2) three-year terms, two (2) two-year terms, and one (1) one-year term. A minimum of three (3) members must reside in the City of Alachua and two (2) members may be residents of the greater Alachua area. Interested applicants must be willing to attend meetings on a regular basis to be determined by the Task Force and have a keen interest in education for children.

To apply, you may obtain an application and information from either our website www.cityofalachua.com, or contact the City of Alachua at (386) 418-6100 to obtain a copy. Applications must be received by the City on or before **May 25, 2023, for consideration**. You may send your application Attention: City Manager's Office, P.O. Box 9, Alachua, FL 32616 or drop it off at City Hall, located at 15100 NW 142 Terrace.

(Published: Alachua County Today - May 18, 2023)

Meet Neil Burk

pulled a knife on him.

The clerk told the deputy that Thompson came into the store looking

counter and that Thompson was yelling at him, but he couldn't understand what Thompson was saying

BOUKARI LAW, P.A.

www.BoukariLaw.com

Call us to see how we can help with your legal matter

H. Bryan Boukari, Attorney

- Real Estate Transactions
- Litigation
- Partition Actions
- & More

14804 Main Street, Alachua, Florida 32615
Tel: (386) 462-7LAW (7529)

City of Alachua

Task Force Vacancy

Education Task Force

The Alachua City Commission is accepting applications for five (5) vacancies on its Educational Task Force. Appointments will be for a three-year term. A minimum of three (3) members must reside in the City of Alachua and two (2) members may be residents of the greater Alachua area. Interested applicants must be willing to attend meetings on a regular basis to be determined by the Task Force and have a keen interest in education for children.

To apply, you may obtain an application and information from either our website www.cityofalachua.com, or contact the City of Alachua at (386) 418-6100 to obtain a copy. Applications must be received by the City on or before **July 13, 2023, for consideration.** You may send your application Attention: City Manager's Office, P.O. Box 9, Alachua, FL 32616 or drop it off at City Hall, located at 15100 NW 142 Terrace.

(Published: Alachua County Today - June 8, 2023 and June 15, 2023)

requirements

A public hearing to provide citizens an opportunity to comment on the proposed change of the scope of the Town's CDBG-CV-S38 project will be held on Tuesday, June 13, 2023, at 7:00 p.m. or as soon thereafter as possible at the Town of Micanopy Town Hall Meeting Room, located at 706 NE Cholokka Blvd, Micanopy, Florida. To obtain additional information concerning the application and the public hearing, contact Ms. Sara Owens, Town Manager, Town of Micanopy, 706 NE Cholokka Blvd, Micanopy, Florida, 32667. Telephone (352) 466-3121.

Citizens can submit written comments concerning the proposed reallocation of the CDBG-CV-S38 funding to Ms. Sara Owens, Town Manager, Town of Micanopy, 706 NE Cholokka Blvd, Micanopy, Florida, 32667 or can e-mail the comments to Ms. Owens at townhall@micanopytown.com.

The public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing impaired or the visually impaired should contact Ms. Owens, the Town Manager at (352) 466-3121 or by e-mail at townhall@micanopytown.com at least five calendar days prior to the meeting and an interpreter will be provided. Any non-English speaking person wishing to attend the public hearing should contact the Town Manager at (352) 466-3121 or by e-mail at townhall@micanopytown.com at least five calendar days prior to the meeting and a language interpreter will be provided. Any handicapped person requiring special accommodation at this meeting should contact the Town Manager at (352) 466-3121 or by e-mail at townhall@micanopytown.com at least five calendar days prior to the meeting.

The Town of Micanopy Is A Fair Housing/ Equal Opportunity/ Handicap Accessible Jurisdiction.

(Published: Alachua County Today - June 8, 2023)

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: Minor Subdivision – Replat of Lot 53 of Wyndswept Hills: A request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Anna Diekemper and Anthony Meyer, property owners, for consideration of a minor subdivision / replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet; Tax Parcel 03863-020-053 (Quasi-Judicial Hearing).
PREPARED BY: Justin Tabor, AICP, Principal Planner

RECOMMENDED ACTION:
Staff recommends that the City Commission approve the Replat of Lot 53 of Wyndswept Hills upon making the following motion:
Based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Replat of Lot 53 of Wyndswept Hills.

Summary

This application is a request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Anna Diekemper and Anthony Meyer, property owners, for consideration of a Minor Subdivision / Replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet. The purpose of the proposed replat is to modify the existing front setback line to address an encroachment.

The subject property consists of Tax Parcel Number 03863-020-053. The address of the property is 14881 NW 149th Road. There is an existing single-family residence on the subject property.

Section 2.4.10(G)(5) of the City's Land Development Regulations (LDRs) establishes the requirements for a final plat. An analysis of the application's compliance with the applicable standards of this section has been provided within the staff report.
On July 11, 2023, the Planning & Zoning Board voted 4-0 to forward the application to the City Commission with a recommendation to approve.

ATTACHMENTS:

Description

- Staff Report & Staff Supporting Materials
- Replat of Lot 53 of Wyndswept Hills
- Application & Supporting Materials
- Public Notice Materials for the 7/11/23 PZB Hearing
- Public Notice Materials for the 7/24/2023 City Commission Hearing

City of Alachua

Planning & Community Development Department

Staff Report

Planning & Zoning Board Hearing Date: July 11, 2023

Quasi-Judicial Hearing

SUBJECT:	A request for a Minor Subdivision / Replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet
APPLICANT/AGENT:	Sergio Reyes, P.E., EDA Consultants, Inc.
PROPERTY OWNER:	Nancy Bonner
LOCATION:	14881 NW 149th Road
PARCEL ID NUMBERS:	03863-020-053
FLUM DESIGNATION:	Moderate Density Residential
ZONING:	Residential Single Family – 3 (RSF-3)
OVERLAY:	N/A
ACREAGE:	±0.30 acres
PROJECT PLANNER:	Justin Tabor, AICP, Principal Planner
RECOMMENDATION:	Staff recommends that the Planning & Zoning Board forward the application to the City Commission with a recommendation to approve the Replat of Lot 53 of Wyndswept Hills.
RECOMMENDED MOTION:	*Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and recommends that the Planning and Zoning Board forward the application to the City Commission of the City of Alachua with a recommendation to approve the Replat of Lot 53 of Wyndswept Hills.*

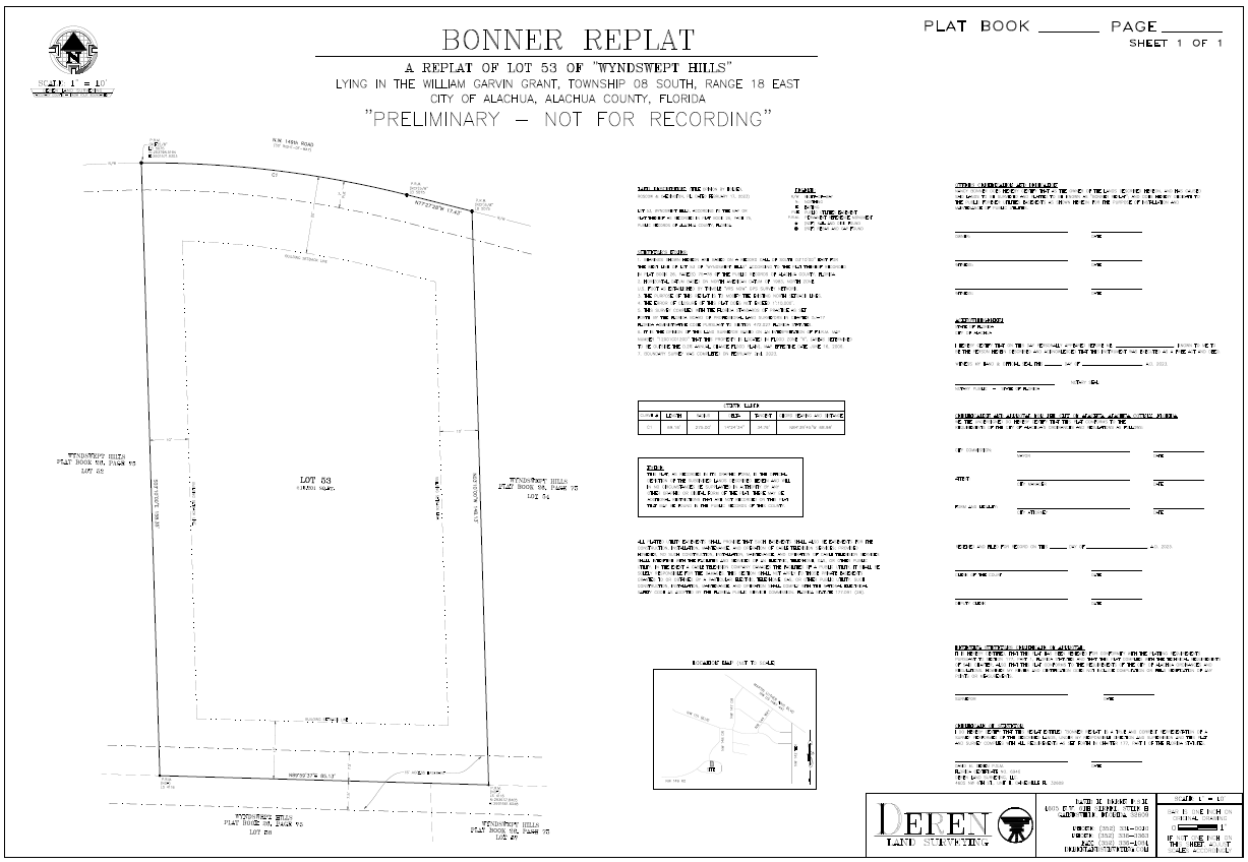
SUMMARY

This application is a request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Nancy Bonner, property owner, for consideration of a Minor Subdivision / Replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet. The purpose of the proposed replat is to modify the existing front setback line to address an encroachment.

The subject property consists of Tax Parcel Number 03863-020-053. The address of the property is 14881 NW 149th Road. There is an existing single family residence on the subject property.

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

Illustration 1 – Replat of Lot 53 of Wyndswept Hills



SURROUNDING USES

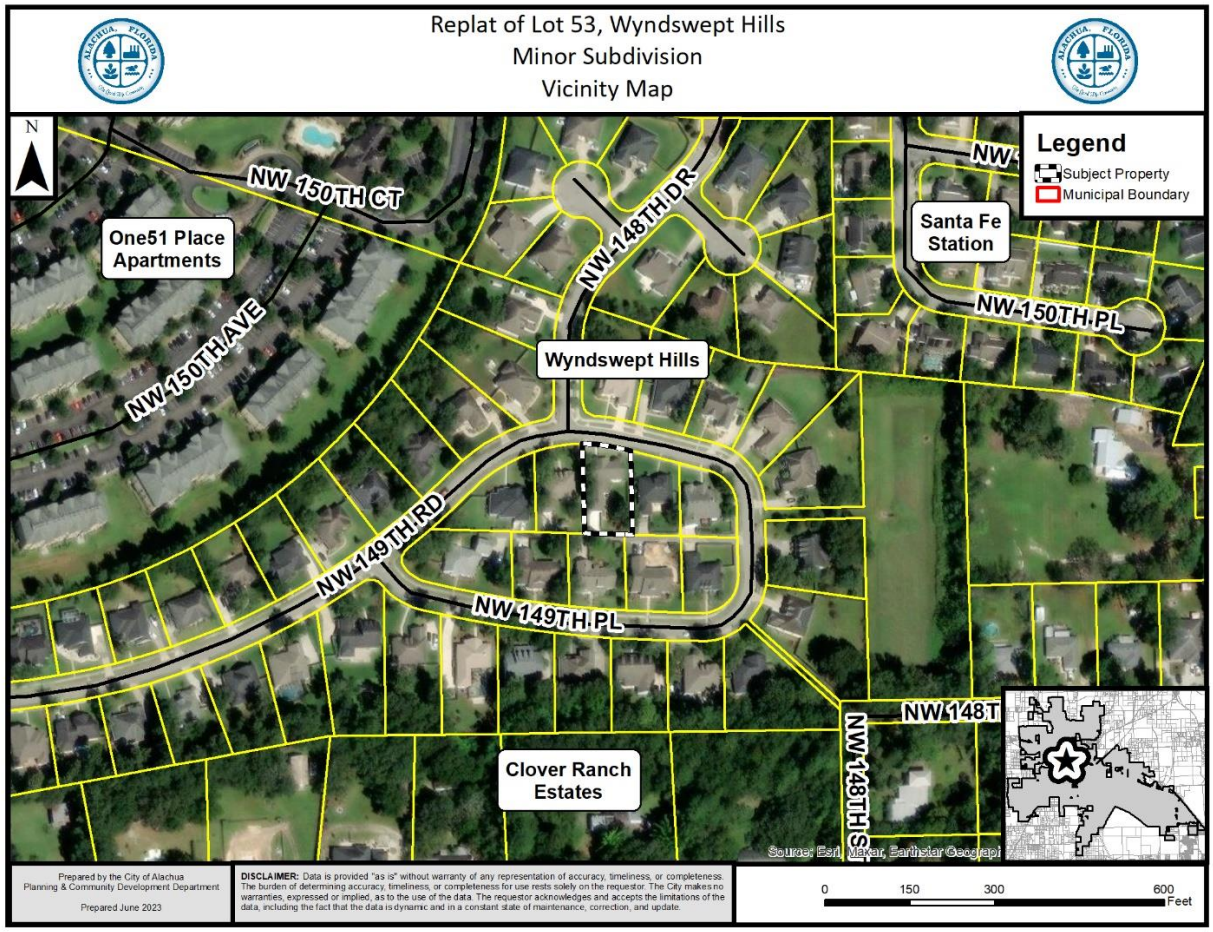
The existing uses, Future Land Use Map (FLUM) Designations, and zoning districts of the surrounding area are identified in Table 1. Map 1 provides an overview of the vicinity of the subject property. (NOTE: The information below is intended to provide a general overview of the area surrounding the subject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

to be all-inclusive, and may not identify all existing uses, FLUM Designations, and/or zoning districts surrounding the subject property.)

Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Residential	Moderate Density Residential	Residential Single Family – 3 (RSF-3)
South	Residential	Moderate Density Residential	Residential Single Family – 3 (RSF-3)
West	Residential	Moderate Density Residential	Residential Single Family – 3 (RSF-3)
East	Residential	Moderate Density Residential	Residential Single Family – 3 (RSF-3)

Map 1. Vicinity Map



NEIGHBORHOOD MEETING

According to Section 2.2.4 (C) of the LDRs, a neighborhood meeting for a minor subdivision final plat is optional. A neighborhood meeting was not 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

GOAL 1: Future Land Use Map 2035:
The City shall maintain a Future Land Use Map in order to effectively guide development in a sustainable manner and to ensure economic prosperity and stability while maintaining a high quality of life for all of its present and future citizens, businesses, and visitors.

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

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

Evaluation and Findings: The existing use is single family residential. No changes to the use of the property is proposed, and the application will not result in an increase in residential density.

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.

Evaluation and Findings: An environmental conditions and site suitability analysis has been provided in this report, and indicates that, based upon best available data, the development is not expected to have any adverse impacts upon natural features.

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

Evaluation and Findings: The subject property is located within the City's potable water and wastewater service areas and will be required to connect to the City of Alachua's potable water and wastewater system.

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

Evaluation and Findings: The development is located within the City's utility service area and will connect to potable water and wastewater facilities.

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 proposed replat will not result in the creation of any new vehicular trips.

ENVIRONMENTAL CONDITIONS ANALYSIS

Wetlands

According to best available data, there are no wetlands located within the area of proposed development. If any wetlands are identified within the area of proposed development, these areas will be subject to the applicable protection standards of the City of Alachua Comprehensive Plan and the Land Development Regulations (LDRs.)

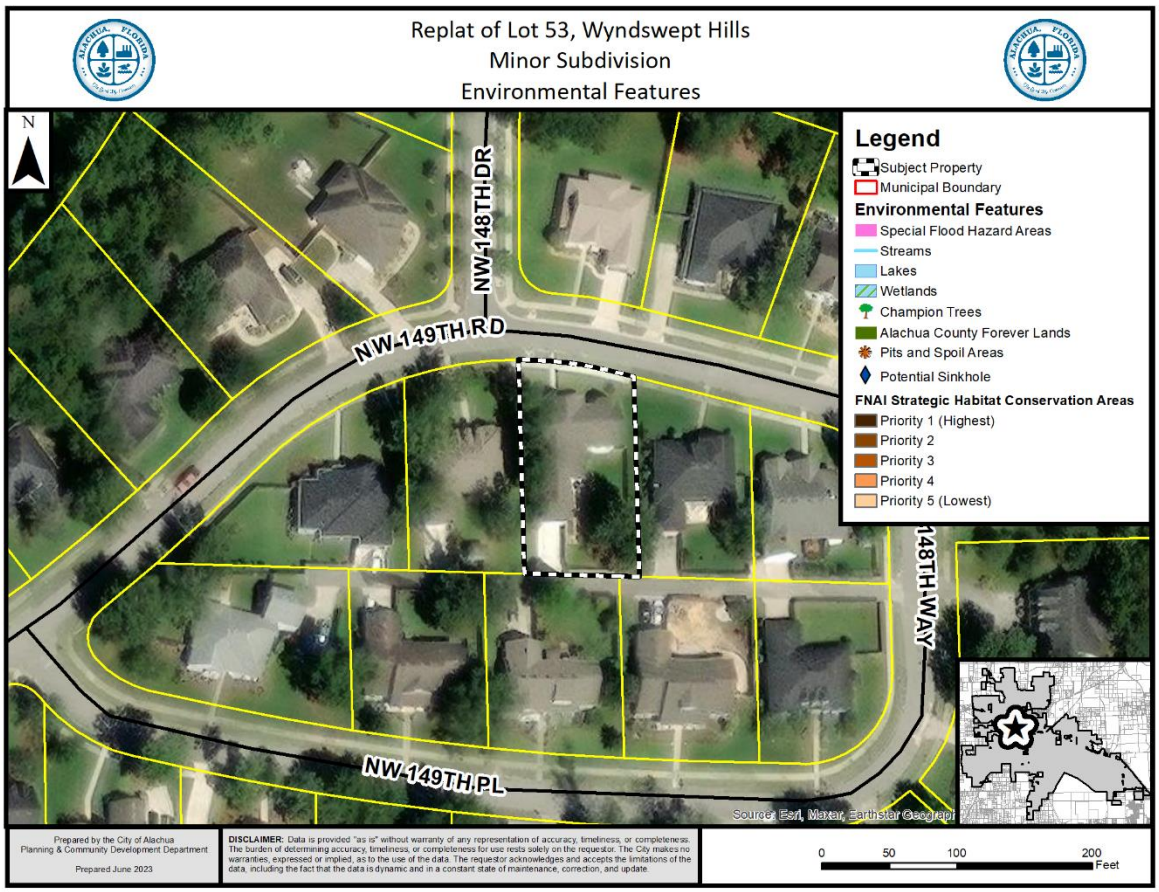
Evaluation: No wetlands have been identified in the area of proposed development, therefore, there are no issues related to wetland protection.

Strategic Ecosystems

Strategic Ecosystems were identified by an ecological inventory project in a report prepared for Alachua County Department of Growth Management in 1987 and updated in 1996. The purpose of the inventory was to identify, inventory, map, describe, and evaluate the most significant natural biological communities in private ownership in Alachua County.

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

Map 2. Environmental Features



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, and no areas of the site are located within a FNAI PNA priority area. While the FNAI PNA data layer provides an indicator of potential of lands to 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.

Soil Survey

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

There are two (2) soil types found within the development area:

Millhopper Fine Sand (0% – 5% slopes)
Hydrologic Soil Group: A
This soil type is moderately well drained and permeability is rapid at the surface. This soil type poses only slight limitations as sites for homes, local roads, and small commercial buildings.

Millhopper Sand (5% – 8% slopes)
Hydrologic Soil Group: A
This soil type is well drained and permeability is rapid at the surface. This soil type poses only slight limitations as sites for homes and small commercial buildings.

Evaluation: The soil types present on the subject property do not pose any significant limitations for development, therefore, there are no issues related to soil suitability.

Flood Potential

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

Evaluation: Since the subject property is located in Flood Zone X (areas determined to be outside of the 500-year floodplain), there are no issues related to flood potential.

Karst-Sensitive Features

Karst sensitive areas include geologic features, such as fissures, sinkholes, underground streams, and caverns, and are generally the result of irregular limestone formations.

Evaluation: The subject property is located within an area designated by the Suwannee River Water Management District (SRWMD) High Aquifer Recharge Map (HARP) as an area with a

medium to high aquifer recharge potential. While the subject property is located within an area where sinkholes may potentially allow hydrologic access to the Floridan Aquifer System, best available data indicates that no sinkholes or other known geologic features located on the subject property which could 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.

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

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

> 2.4.10(F)(3) *Minor Subdivision standards.* The final plat for subdivision shall be approved on a finding that the application complies with the standards in Article 7, Subdivision Standards, all other relevant provisions of these LDRs, and all other relevant City ordinances and regulations.

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

PUBLIC FACILITIES IMPACT

The proposed replat will not result in any additional utility demand or additional traffic. The intent of this replat is to adjust the front setback to address an existing encroachment. The replat will not result in an increase in density or residential units.

Section 10.2 of the City's LDRs defines a 'de minimis impact' as "*an impact of not more than ten average daily trips on the affected road from an existing parcel of record, contiguous commonly-held parcels, or a development proposal unless the impact exceeds the adopted level of service of a designated hurricane evacuation route*."

Since the proposed development will not result in any additional traffic, the development's impacts are considered de minimis.

EXHIBIT "A"

TO

REPLAT OF LOT 53, WYNDSWEPT HILLS
MINOR SUBDIVISION
STAFF REPORT

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

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

June 21, 2023

Sent by electronic mail to sreyes@edafl.com

Sergio Reyes, P.E.
EDA Consultants, Inc.
720 SW 2nd Ave, South Tower
Suite 300
Gainesville, FL 32601

RE: Planning & Zoning Board (PZB) Public Hearing: Replat of Lot 53 of Wyndswept Hills

Dear Mr. Reyes:

On June 6, 2023, the City of Alachua received your revised application and materials for the replat of Lot 53 of Wyndswept Hills. Based upon a review of the revised application, the City has determined that the application can now be scheduled for a hearing before the Planning and Zoning Board (PZB).

You must provide two (2) *double-sided, three-hole punched, color sets* of the **complete** application package, seven (7) sets of the plat, and a digital copy of all materials in PDF format on a CD or by emailing a Cloud / FTP link to download the materials to planning@cityofalachua.com *no less than 10 business days prior to the PZB Meeting at which your application is scheduled to be heard.* The application has been scheduled for the **July 11, 2023** PZB Meeting, therefore, the above referenced materials must be submitted to the City no later than ***Tuesday, June 27, 2023.*** Materials may be submitted earlier than this date.

In addition, Section 2.2.9(D) of the Land Development Regulations requires the applicant to place posted notice signs on the subject property at least 14 days prior to the public hearing. Therefore, posted notice signs must be placed on the property no later than ***Tuesday, June 27, 2023***. Staff will contact notify you when the signs are available for pick up at City Hall.

If you plan to utilize a PowerPoint presentation or would like other materials to be available for reference during the public hearing, please submit the presentation or materials no later than 12:00 PM on the last business day prior the PZB meeting (no later than ***Monday, July 10, 2023***). Any presentation or materials may be submitted by emailing them to planning@cityofalachua.com.

Should you have any questions, please feel free to contact me at (386) 418-6100, x 1602 or via email at jtabor@cityofalachua.com.

Sincerely,

Justin Tabor, AICP
Principal Planner

c: Mike DaRoza, City Manager (*by electronic mail*)
Kathy Winburn, Planning & Community Development Director (*by electronic mail*)
Adam Hall, AICP, Principal Planner (*by electronic mail*)
Robert Hartley, Hartley Brothers *(by electronic mail)*
Project File

RE: Wyndswept Hills - Lot 53 Resubmtital

Troy Wright, PSM <troy.wright@jbpro.com>

Wed 6/14/2023 10:01 AM

To:Justin Tabor <ju_tabor@cityofalachua.org>;

Justin,

Understood. We are good to go then.

Thank you,

Troy Wright, PSM
VP, Director of Survey

o (352) 375-8999
c (352) 214-1295

JBPro

Our Locations
Gainesville (HQ)
St. Augustine
Tallahassee

Our Services
Civil Engineering
Surveying
Planning & GIS
Construction Services

From: Justin Tabor <ju_tabor@cityofalachua.org>
Sent: Wednesday, June 14, 2023 9:24 AM
To: Troy Wright, PSM <troy.wright@jbpro.com>
Subject: Re: Wyndswept Hills - Lot 53 Resubmtital

Troy,

This is the updated replat. The two items mentioned are application requirements. The City is agreeable to these being waived as in this instance the adjacent properties are platted and the owner will soon be changing (property owner is selling and this replat is intended to resolve the existing encroachment for the sale).

Thank you.

Sincerely,

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616
386.418.6100 x 1602 | fax: 386.418.6130
jtabor@cityofalachua.com

City Hall Hours of Operation
Monday - Thursday, 7:30 AM - 6:00 PM

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Troy Wright, PSM <troy.wright@jbpro.com>
Sent: Tuesday, June 13, 2023 1:15:23 PM
To: Justin Tabor
Subject: RE: Wyndswept Hills - Lot 53 Resubmtital

Justin,

Did you send me the correct revised re-plat? The document sent does not have:

- the name and address of the subdivider
- Adjacent land acreage

These are the only outstanding comments.

Thank you,

Troy Wright, PSM
VP, Director of Survey

o (352) 375-8999
c (352) 214-1295

JBPro

Our Locations
Gainesville (HQ)
St. Augustine
Tallahassee

Our Services
Civil Engineering
Surveying
Planning & GIS
Construction Services

From: Justin Tabor <ju_tabor@cityofalachua.org>
Sent: Monday, June 12, 2023 12:34 PM
To: Troy Wright, PSM <troy.wright@jbpro.com>
Subject: Fw: Wyndswept Hills - Lot 53 Resubmtital

Troy,

EDA resubmitted the replat of Lot 53 of Wyndswept Hills. I have reviewed the revised replat and believe it addresses all comments. Please confirm your agreement and I'll have EDA print the mylar for your signature.

Thanks.

Sincerely,

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616
386.418.6100 x 1602 | fax: 386.418.6130
jtabor@cityofalachua.com

City Hall Hours of Operation
Monday - Thursday, 7:30 AM - 6:00 PM

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Stephanie Sutton <ssutton@edafl.com>
Sent: Tuesday, June 6, 2023 11:34 AM
To: Adam Hall; Justin Tabor
Cc: Melissa Watson; Sergio Reyes
Subject: Wyndswept Hills - Lot 53 Resubmtital

Hello Adam and Justin,

I've attached our response letter and the revised replat document for this project. Please let us know if you need hard copies or the entire package electronically.

Thank you,

Stephanie

Stephanie Sutton

Director of Operations

ssutton@edafl.com

720 SW 2nd Avenue
South Tower, Suite 300
Gainesville, Florida 32601
(352) 373-3541

June 6, 2023

Justin Tabor, AICP
City of Alachua
Planning and Community Development

Re: Project Assistance Team (PAT) Summary: Replat of Lot 53 of Wyndswept Hills

Dear Mr. Tabor,
The applicant's responses to the Project Assistance Team (PAT) comments issued on 5/30/2023 are below.

1. **Miscellaneous**
   a. Surveyor's Note 8 on the plat references the Alachua County ULDC and thus is not applicable to this property. Revise accordingly.
   b. The Owner's Certification and Dedication includes language dedicating street right of way for use of the public, however, no new street right of way will be created by the plat. Revise accordingly.
   c. There is an acknowledgement block below the utility easement note that appears to be unnecessary.
   d. As the property is served by water and wastewater, the County Health Department is not required to sign the plat. Recommend removing signature block for the County Health Department
   RESPONSE:
   a) The note has been updated as requested for the City of Alachua
   b) References to the ROW dedication have been removed.
   c) Utility easement acknowledgement block has been removed.
   d) The Health Department signature block has been removed.

2. **Public Services / Fire Rescue / Surveying Review Comments**
   a. The applicant must address all comments provided by Troy Wright, PSM, of JBrown Professional Group, Inc. in a letter dated May 17, 2023.
   RESPONSE: Name and address of subdivider, date, vicinity map, 15' access easement, adjacent land acreage, subdivision name, and recording information have been added to the plat as requested.

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

May 30, 2023

Sent by electronic mail to sreyes@edafl.com

Sergio Reyes, P.E.
EDA Consultants, Inc.
720 SW 2nd Ave, South Tower
Suite 300
Gainesville, FL 32601

RE: Project Assistance Team (PAT) Summary: Replat of Lot 53 of Wyndswept Hills

Dear Mr. Reyes:

On April 27, 2023, the City of Alachua received your application for the replat of Lot 53 of Wyndswept Hills. The application proposes to adjust the front setback from 25 feet to 20 feet on the subject property located at 14881 NW 149th Road (Tax Parcel No. 03863-020-053).

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. A meeting to review these comments can be scheduled upon request.

Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **5:00 PM** on **Thursday, June 8, 2023**. Materials may be submitted electronically to the project planner.

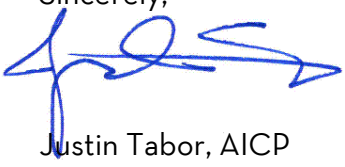
Please address the following:

1. *Miscellaneous*
   a. Surveyor's Note 8 on the plat references the Alachua County ULDC and thus is not applicable to this property. Revise accordingly.
   b. The Owner's Certification and Dedication includes language dedicating street right of way for use of the public, however, no new street right of way will be created by the plat. Revise accordingly.
   c. There is an acknowledgement block below the utility easement note that appears to be unnecessary.
   d. As the property is served by water and wastewater, the County Health Department is not required to sign the plat. Recommend removing signature block for the County Health Department.

2. *Public Services / Fire Rescue / Surveying Review Comments*
   a. The applicant must address all comments provided by Troy Wright, PSM, of JBrown Professional Group, Inc. in a letter dated May 17, 2023.

If you have any questions regarding the information above, please contact me at 386-418-6100 x 1602 or via e-mail at jtabor@cityofalachua.com. We look forward to receiving your revised application.

Sincerely,



Justin Tabor, AICP
Principal Planner

Attachments

c: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Robert Hartley, Hartley Brothers *(by electronic mail)*
Project File

Gainesville (HQ)
St. Augustine
Tallahassee

(844) Go-JBPro
contact@jbpro.com
3530 NW 43rd Street
Gainesville, FL 32606

May 17, 2023

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9
Alachua, Florida 32616]

RE: Request for Review - Replat of Lot 53 of Wyndswept Hills

Dear Mr. Tabor,

JBPro is pleased to provide the following comments for the Replat of Lot 53 of Wyndswept Hills.

1.
    a. No Comment
    b. No Comment
    c. No Comment
    d. Missing name and address of subdivider
    e. No date on replat drawing
    f. Missing vicinity map
    g. No comment
    h. No comment
    i. Missing adjacent land acreage, subdivision name, and recording information
    j. No Comment
    k. No Comment
    l. No Comment
    m. No Comment
    n. Add 15' access easement
    o. No Comment
    p. No Comment
    q. No Comment
    r. No Comment
    s. No Comment
    t. No Comment
    u. No Comment
    v. No Comment

If you have questions or require additional information, please contact either myself or Richard White. Thank you for your assistance.

Sincerely,

Troy Wright, PSM
Director of Survey, JBPro

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

May 2, 2023

Sent by electronic mail to csweger@edafl.com

Sergio Reyes, P.E.
EDA Consultants, Inc.
720 SW 2nd Ave, South Tower
Suite 300
Gainesville, FL 32601

RE: Completeness Review: Replat of Lot 53 of Wyndswept Hills

Dear Mr. Reyes:

On April 27, 2023 the City of Alachua received your application for the replat of Lot 53 of Wyndswept Hills. The application proposes to adjust the front setback from 25 feet to 20 feet on the subject property located at 14881 NW 149th Road (Tax Parcel No. 03863-020-053).

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 be performed, and the findings of the in-depth review will be discussed at a Project Assistance Team (PAT) Meeting, which will be sent under separate cover.

If you have any questions, please contact me at 386-418-6100 x 1602 or via e-mail at jtabor@cityofalachua.com.

Sincerely,

Justin Tabor, AICP
Principal Planner

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

April 27, 2023

City of Alachua
Planning and Community Development Department
PO Box 9
Alachua, FL 32616

Re: Bonner Replat – Wyndswept Hills Lot 53
Single Lot Replat/Minor Subdivision Application

Dear Planning staff:

The proposed project is a single lot replat / minor subdivision application to adjust the front setback on a residential lot with an existing home. The project is located at 14881 NW 149th Road, Alachua, FL on Tax Parcel No. 03863-020-053. The project site is approximately 0.30 (+/-) acres and contains an existing Single Family Residential home.

Included with this letter is all supporting information required for a Minor Subdivision application.

If you have any questions, please feel free to contact our office at any time.

Sincerely,

Sergio Reyes, PE
President

SCALE: 1" = 10'

DEREN LAND SURVEYING
"ACCURACY COUNTS - KNOW YOUR BOUNDARIES"

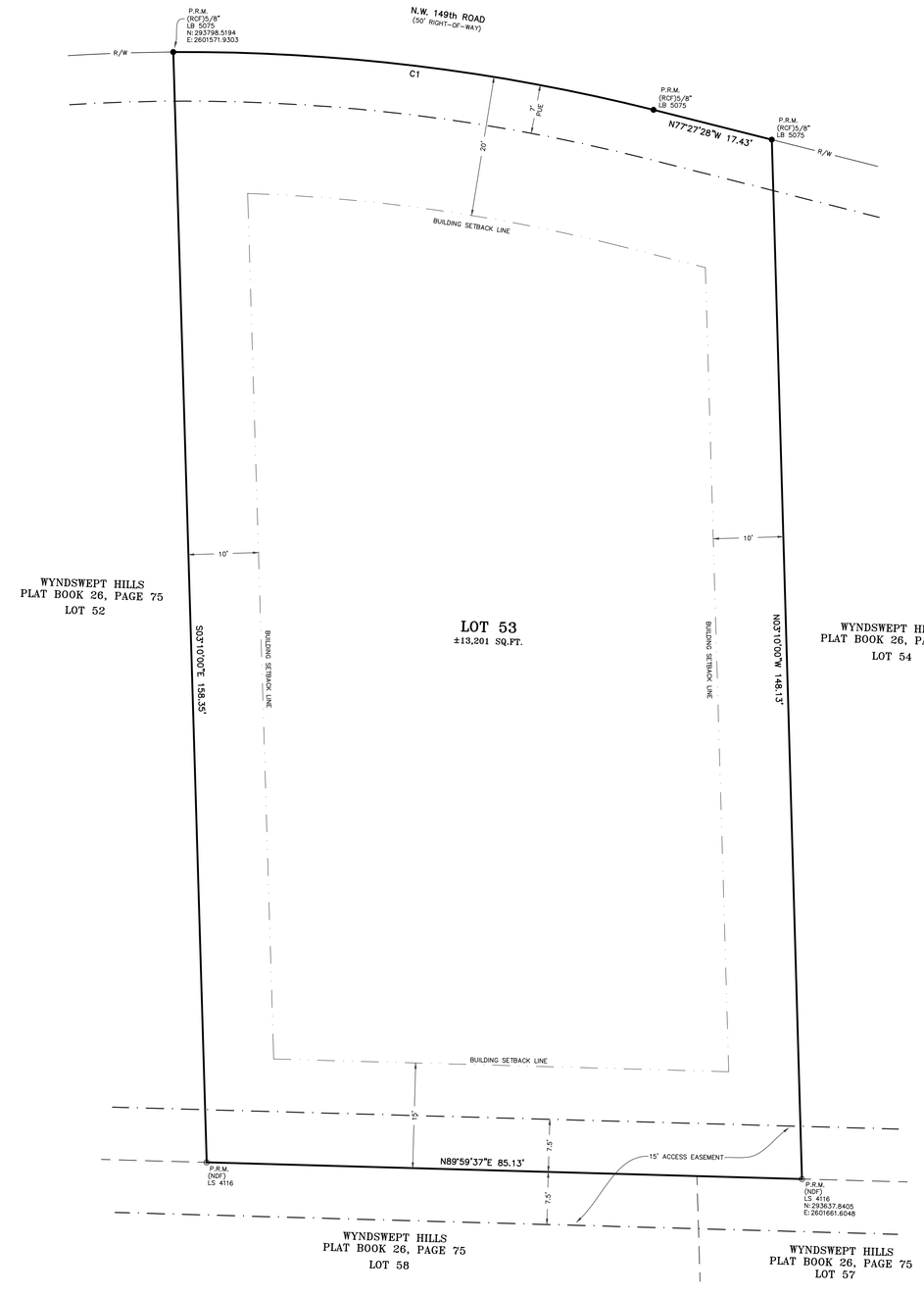
BONNER REPLAT

A REPLAT OF LOT 53 OF "WYNDSWEPT HILLS"

LYING IN THE WILLIAM GARVIN GRANT, TOWNSHIP 08 SOUTH, RANGE 18 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

"PRELIMINARY – NOT FOR RECORDING"

PLAT BOOK _____ PAGE _____
SHEET 1 OF 1



LAND DESCRIPTION: (TITLE OPINION BY HOLDEN, ROSCOW & CAEDINGTON, PL; DATED FEBRUARY 17, 2023)

LOT 53, WYNDSWEPT HILLS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 75, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LEGEND:

R/W	RIGHT-OF-WAY
N:	NORTHING
E:	EASTING
PUE	PUBLIC UTILITIES EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT
⊙	(NDF) NAIL AND DISK FOUND
●	(RCF) REBAR AND CAP FOUND

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON A RECORD CALL OF SOUTH 03°10'00" EAST FOR THE WEST LINE OF LOT 53 OF "WYNDSWEPT HILLS" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGE(S) 75-78 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. HORIZONTAL DATUM BASED ON NORTH AMERICAN DATUM OF 1983, NORTH ZONE, U.S. FOOT AS ESTABLISHED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK.
3. THE PURPOSE OF THIS REPLAT IS TO MODIFY THE EXISTING NORTH SETBACK LINES.
4. THE ERROR OF CLOSURE OF THIS PLAT DOES NOT EXCEED 1':10,000'.
5. 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.
6. IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. MAP NUMBER "12001C0120D" 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.
7. BOUNDARY SURVEY WAS COMPLETED ON FEBRUARY 2nd, 2023.

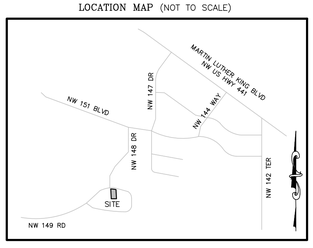
CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING AND DISTANCE
C1	69.16'	275.00'	14°24'34"	34.76'	N84°39'45"W 68.98'

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. 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).

LOCATION MAP (NOT TO SCALE)



OWNERS CERTIFICATION AND DEDICATION
NANCY BONNER DOES HEREBY CERTIFY THAT AS THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "BONNER REPLAT"; AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

_____ _____
OWNER: DATE

_____ _____
WITNESS: DATE

_____ _____
WITNESS: DATE

ACKNOWLEDGEMENT
STATE OF FLORIDA
CITY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, _____, KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT THIS INSTRUMENT WAS EXECUTED AS A FREE ACT AND DEED.

WITNESS MY HAND & OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2023.

_____ NOTARY SEAL:
NOTARY PUBLIC – STATE OF FLORIDA

CERTIFICATION AND APPROVAL FOR THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF ALACHUA'S ORDINANCES AND REGULATIONS AS FOLLOWS:

CITY COMMISSION: _____ _____
MAYOR DATE

ATTEST: _____ _____
CITY MANAGER DATE

FORM AND LEGALITY: _____ _____
CITY ATTORNEY DATE

RECEIVED AND FILED FOR RECORD ON THIS _____ DAY OF _____, A.D. 2023.

_____ _____
CLERK OF THE COURT DATE

_____ _____
DEPUTY CLERK DATE

REVIEWING SURVEYORS CERTIFICATE OF APPROVAL
IT IS HEREBY CERTIFIED, THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS PURSUANT TO SECTION 177, PART 1, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, ALSO THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF ALACHUA ORDINANCES AND REGULATIONS. HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

_____ _____
SURVEYOR DATE

CERTIFICATE OF SURVEYOR
I DO HEREBY CERTIFY THAT THIS REPLAT ENTITLED "BONNER 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 I OF THE FLORIDA STATUTES.

_____ _____
DAVID M. DEREN P.S.M. DATE
FLORIDA CERTIFICATE NO. 6946
DEREN LAND SURVEYING, LLC.
4605 NW 6TH ST., UNIT H, GAINESVILLE FL. 32609

DEREN LAND SURVEYING

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

SCALE: 1" = 10'

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

City of ALACHUA

THE GOOD LIFE COMMUNITY

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

Minor Subdivision Application

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

A. PROJECT

1. Project Name: Diekemper & Myer Replat - Wyndswept Hills Lot 53
2. Pre-Application Conference Date: 3/28/23
3. Phase/Unit Number (if applicable): _____
4. Address of Subject Property: 14881 NW 149th Road, Alachua, FL
5. Parcel ID Number(s): 03863-020-053
6. Existing Use of Property: single family residential
7. Future Land Use Map Designation: Moderate Density Residential
8. Zoning Designation: RSF-3
9. Acreage: 0.30

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ■ Agent
2. Name of Applicant(s) or Contact Person(s): Sergio Reyes Title: President
   Company (if applicable): eda consultants, inc.
   Mailing address: 720 SW 2nd Avenue, Suite 300, South Tower
   City: Gainesville State: FL ZIP: 32601
   Telephone: 352-373-3541 FAX: _____ e-mail: sreyes@edafl.com
3. If the applicant is agent for the property owner*:
   Name of Owner (title holder): Anna C. Diekemper & Anthony Meyer
   Mailing Address: 14881 NW 149th Road
   City: Alachua State: FL ZIP: 32615

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

C. ADDITIONAL INFORMATION

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

D. ATTACHMENTS

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

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

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

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

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

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

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

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

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

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

10. Proof of payment of taxes.

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

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

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

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

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

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

Signature of Applicant

Sergio Reyes, P.E. President

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 July 5, 2023, by Sergio Reyes who executed the same and has _____ produced _____ as identification or ☒ is personally known to me.

Signature of Notary

Print Name: Heather A. Hartman
Notary Public, State of Florida

My Commission Expires: Oct. 10, 2026

Heather A. Hartman
Comm.: # HH 320137
Expires: October 10, 2026
Notary Public - State of Florida

City of ALACHUA

THE GOOD LIFE COMMUNITY

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 14881 NW 149th Road, Alachua, FL

Parcel ID Number(s): 03863-020-053

Acreage: 0.30 +/-

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: AnnA C. Diekemper and Anthony Meyer Title:

Company (if applicable):

Mailing Address: 14881 NW 149th Road

City: Alachua State: FL ZIP: 32615

Telephone: FAX: e-mail:

C. AUTHORIZED AGENT

Name: Sergio Reyes Title: President

Company (if applicable): eda consultants, Inc.

Mailing address: 720 SW 2nd Ave, South Tower, Suite 300

City: Gainesville State: FL ZIP: 32601

Telephone: 352-373-3541 FAX: 352-373-7249 e-mail: sreyes@edafl.com

D. REQUESTED ACTION:

Minor Subdivision - Single Lot Replat

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.

Anna C. Diekemper

Signature of Applicant

ANNA C. DIEKEMPER

Anna C. Diekemper

Typed or printed name and title of applicant

Anthony Meyer

Signature of Co-applicant

ANTHONY MEYER

Anthony Meyer

Typed or printed name of co-applicant

State of FLORIDA County of ALACHUA

The foregoing application is acknowledged before me this 5th day of July, 2023, by ANNA C. DIEKEMPER and ANTHONY MEYER, who is/are personally known to me, or who has/have produced drivers license(s) as identification.

Signature of Notary Public, State of FL

STATE OF FLORIDA COMMISSION NUMBER HH 316506 MY COMMISSION EXPIRES 10-22-2026 LISA WALTON FORTNER NOTARY PUBLIC

SCALE: 1" = 10'
DEREN LAND SURVEYING
"ACCURACY COUNTS - KNOW YOUR BOUNDARIES"

BONNER REPLAT

A REPLAT OF LOT 53 OF "WYNDSWEPT HILLS"

LYING IN THE WILLIAM GARVIN GRANT, TOWNSHIP 08 SOUTH, RANGE 18 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

PRELIMINARY, NOT FOR RECORDING

PLAT BOOK _____ PAGE _____
SHEET 1 OF 1

LAND DESCRIPTION: (TITLE OPINION BY HOLDEN, ROSCOW & CAEDINGTON, PL; DATED JUNE 27, 2023)

LOT 53, WYNDSWEPT HILLS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 75, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LEGEND:

R/W	RIGHT-OF-WAY
N:	NORTHING
E:	EASTING
PUE	PUBLIC UTILITIES EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT
⊙	(NDF) NAIL AND DISK FOUND
●	(RCF) REBAR AND CAP FOUND

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON A RECORD CALL OF SOUTH 03°10'00" EAST FOR THE WEST LINE OF LOT 53 OF "WYNDSWEPT HILLS" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGE(S) 75-78 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. HORIZONTAL DATUM BASED ON NORTH AMERICAN DATUM OF 1983, NORTH ZONE, U.S. FOOT AS ESTABLISHED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK.
3. THE PURPOSE OF THIS REPLAT IS TO MODIFY THE EXISTING NORTH SETBACK LINES.
4. THE ERROR OF CLOSURE OF THIS PLAT DOES NOT EXCEED 1':10,000'.
5. 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.
6. IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. MAP NUMBER "12001C0120D" 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.
7. BOUNDARY SURVEY WAS COMPLETED ON FEBRUARY 2nd, 2023.

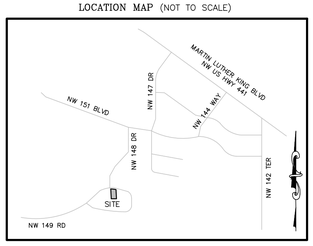
CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING AND DISTANCE
C1	69.16'	275.00'	14°24'34"	34.76'	N84°39'45"W 68.98'

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. 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).

LOCATION MAP (NOT TO SCALE)



OWNERS CERTIFICATION AND DEDICATION
ANTHONY MEYER AND ANNA C. DIEKEMPER DO HEREBY CERTIFY THAT AS THE OWNERS OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "BONNER REPLAT"; AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

_____ _____
OWNER: DATE

_____ _____
WITNESS: DATE

_____ _____
WITNESS: DATE

ACKNOWLEDGEMENT
STATE OF FLORIDA
CITY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, _____, KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT THIS INSTRUMENT WAS EXECUTED AS A FREE ACT AND DEED.

WITNESS MY HAND & OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2023.

_____ NOTARY SEAL:
NOTARY PUBLIC - STATE OF FLORIDA

CERTIFICATION AND APPROVAL FOR THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF ALACHUA'S ORDINANCES AND REGULATIONS AS FOLLOWS:

CITY COMMISSION: _____ _____
MAYOR DATE

ATTEST: _____ _____
CITY MANAGER DATE

FORM AND LEGALITY: _____ _____
CITY ATTORNEY DATE

RECEIVED AND FILED FOR RECORD ON THIS _____ DAY OF _____, A.D. 2023.

_____ _____
CLERK OF THE COURT DATE

_____ _____
DEPUTY CLERK DATE

MORTGAGE APPROVAL
I, FBC MORTGAGE, LLC, HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 5099, PAGE 449, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA DO HEREBY CONSENT TO THIS PLAT AND JOIN IN THE CERTIFICATION SHOWN HEREON.

_____ _____
WITNESS DATE

_____ _____
WITNESS DATE

_____ _____
MORTGAGE HOLDER DATE

REVIEWING SURVEYORS CERTIFICATE OF APPROVAL:
IT IS HEREBY CERTIFIED, THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS PURSUANT TO SECTION 177, PART 1, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, ALSO THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF ALACHUA ORDINANCES AND REGULATIONS. HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

_____ _____
SURVEYOR DATE

CERTIFICATE OF SURVEYOR
I DO HEREBY CERTIFY THAT THIS REPLAT ENTITLED "BONNER 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 I OF THE FLORIDA STATUTES.

_____ _____
DAVID M. DEREN P.S.M. DATE
FLORIDA CERTIFICATE NO. 6946
DEREN LAND SURVEYING, LLC.
4605 NW 6TH ST., UNIT H, GAINESVILLE FL. 32609

DEREN LAND SURVEYING

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

SCALE: 1" = 10'

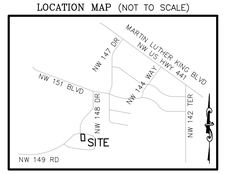
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

BOUNDARY SURVEY

PARCEL 03863-020-053
14881 N.W. 149th ROAD
ALACHUA, FLORIDA 32615

WILLIAM GARVIN GRANT, TOWNSHIP 08 SOUTH, RANGE 18 EAST
ALACHUA COUNTY, FLORIDA

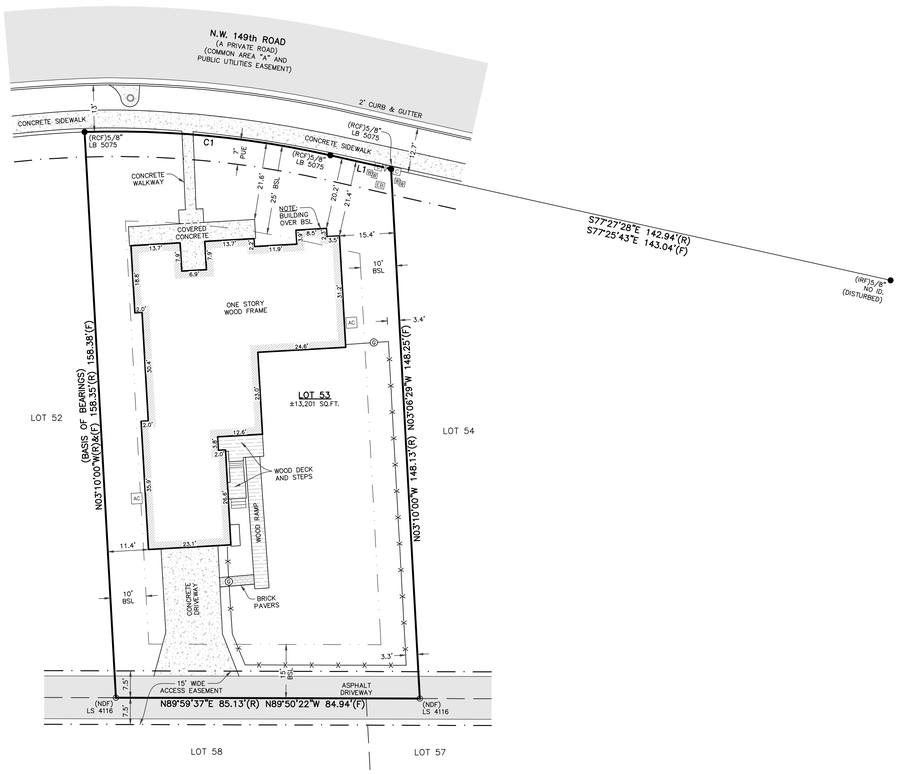
LOCATION MAP (NOT TO SCALE)



LAND DESCRIPTION: (TITLE OPINION BY HOLDEN, ROSCOW & CAEDINGTON, PL; DATED FEBRUARY 17, 2023)

LOT 53, WYNDSWEPT HILLS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 75, 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. MAP NUMBER "12001C0120D" 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.



LINE TABLE	
LINE #	LINE BEARING AND DISTANCE
L1	S77°27'28"E 17.43'(R) S77°17'27"E 17.38'(F)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING AND DISTANCE
C1	69.16'(R) 69.18'(F)	275.00'(R) 275.00'(F)	14°24'34"(R) 14°24'52"(F)	34.76'(R) 34.78'(F)	N84°39'45"W 68.98'(R) N84°35'00"W 69.00'(F)

LEGEND:
- (R) RECORD MEASUREMENT
- (F) FIELD MEASUREMENT
- ID. IDENTIFICATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITIES EASEMENT
- ● (RCF) REBAR AND CAP FOUND
- ● (IRF) IRON ROD FOUND
- ⊕ (NDF) NAIL AND DISK FOUND
- [W] WATER METER
- ▽ TELEPHONE PEDESTAL
- [C] CABLE TELEVISION BOX
- [EB] ELECTRIC BOX
- ○ STORM WATER MANHOLE
- [AC] AIR CONDITIONER
- ◎ GATE
- —X— FENCE LINE (6' WOOD)

SURVEYOR'S NOTES:
1. SURVEY BASED ON MONUMENTATION FOUND AND ACCEPTED AND ON "WYNDSWEPT HILLS" AS RECORDED IN PLAT BOOK 26, PAGES 75-78 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. BEARINGS ARE BASED ON A RECORDED CALL OF NORTH 03°10'00" WEST FOR THE WEST LINE OF LOT 53.
3. LAND DESCRIPTION OF RECORD AS PER OFFICIAL RECORDS BOOK 4300, PAGE 266.
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 INFORMATION AND IMPROVEMENTS. IT IS NOT TO BE USED FOR ARCHITECTURAL, ENGINEERING, DESIGN OR CONSTRUCTION PURPOSES.
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 PROPERTY IS SUBJECT TO A GENERAL ASSIGNMENT OF ELECTRIC UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2068, PAGE 2303 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

DATE OF BOUNDARY SURVEY: 08-28-2019
DATE OF BUILDING STAKE-OUT: 10-03-2019
DATE OF FINAL SURVEY: 02-02-2023

SCALE: 1" = 20'
DEREN LAND SURVEYING
"ACCURACY COUNTS - KNOW YOUR BOUNDARIES"

CERTIFY SURVEY TO:
HARTLEY BROTHERS INC.
NANCY BONNER

SCALE: 1" = 20'

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PAGE 1 OF 1

DATE: 02-28-2023
DRAWN BY: JAT
FIELD BOOK: 392/29; 395/13; 454/53

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

DAVID M. DEREN LICENSE NO. 6946 STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER FLA.CERT. 6946

JOB NO. 19393
ACAD FILE: 23-19393

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

DEREN LAND SURVEYING

HOLDEN, ROSCOW & CAEDINGTON, PL
ATTORNEYS AT LAW

JESSE CAEDINGTON
jesse@gnv-law.com
TARA R. LANGFORD
tara@gnv-law.com

5608 NORTHWEST 43RD STREET
GAINESVILLE, FLORIDA 32653
TELEPHONE 352.373.7788 / 352.377.5900
FACSIMILE 352.373.1114
www.gnv-law.com

CHARLES I. HOLDEN, JR.
charles@gnv-law.com
JOHN F. ROSCOW, IV
john@gnv-law.com

June 27, 2023

City of Alachua
Attn: Justin Tabor
15100 NW 142nd Terrace
Alachua, FL 32615

RE: Proposed Re-Plat – Lot 53 , Wyndswept Hills
14881 NW 149th Road, Alachua, FL 32615

Dear Mr. Tabor,

Pursuant to the proposed re-platting of the above referenced real property, please be advised that record title to the lands, which are the subject hereof, is vested in Anna C. Diekemper and Anthony Meyer, by virtue of the certain warranty deed recorded in Official Records Book 5099, page 447 of the public records of Alachua County, Florida. A copy of the deed is attached.

The subject property is encumbered by that certain mortgage in favor of FBC Mortgage LLC dated June 12, 2023, and recorded June 16, 2023 in Official Records Book 5099, page 449 of the public records of Alachua County, Florida. A copy of the mortgage is attached.

The subject property is currently described as follows:

Lot 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

The subject property is subject to the following:

1. All matters contained on the Plat of Wyndswept Hills, as recorded in Plat Book 26, Page 75, Affidavit recorded in O.R. Book 3280, Page 1457, Public Records of Alachua County, Florida.
2. Covenants, conditions and restrictions recorded January 13, 2006 in O.R. Book 3296, Page 1076, Public Records of Alachua County, Florida, which contain provisions creating easements and/or assessments.
3. General Assignment of Electric Utility Easements from Clay Electric Cooperative, Inc. to the City of Alachua recorded in O.R. Book 2056, Page 1873; Reassignment of Electric Utility Easements

from the City of Alachua to Clay Electric Cooperative, Inc. recorded in O.R. Book 2068, Page 2303, Public Records of Alachua County, Florida.

4. Terms and conditions of the Sanitary Sewer, Storm Sewer and Access Easement Agreement recorded in O.R. Book 3253, Page 610, Public Records of Alachua County, Florida.

A copy of the plat and other instruments are enclosed.

Taxes for the year 2022 for the subject property (parcel number 03863-020-053) were paid November 28, 2022, in the amount of $6573.74. Taxes for 2023 shall become due and payable November 1, 2023. A copy of the 2022 tax bill is also enclosed.

Sincerely,

John F. Roscow IV

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3498699 2 PG(S)
June 16, 2023 1:53:09 PM
Book 5099 Page 447
J.K. JESS IRBY ESQ. Clerk Of Court
ALACHUA COUNTY, Florida
Doc Stamp-Deed: $3,815.00

Prepared by and return to:
JOHN F. ROSCOW, IV
Attorney at Law
HOLDEN, ROSCOW & CAEDINGTON, PL
5608 Northwest 43rd Street
Gainesville, FL 32653
352-373-7788
File Number: **22-0969LF**
Will Call No.:

$18.50
3815.00

$545,100

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **12th** day of **June, 2023** between **NANCY W. BONNER, an unmarried woman** whose post office address is **2048 Garden Terrace Circle, Marvin, NC 28173**, grantor, and **ANNA C. DIEKEMPER, a single woman and ANTHONY MEYER, a single man, as joint tenants with right of survivorship,** whose post office address is **14881 NW 149th Road, Alachua, FL 32615**, 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 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

Parcel Identification Number: 03863-020-053

Subject to easements and testrictions of record.

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, 2022**.

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:

#1 Devyg Sitterud
Witness Name: Devyg Sitterud

Nancy W. Bonner (Seal)
NANCY W. BONNER

#2 Patricia S Campbell
Witness Name: PATRICIA S CAMPBELL

State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 9th day of June, 2023 by NANCY W. BONNER, an unmarried woman, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

CARLINE SITTERUD NOTARY PUBLIC UNION COUNTY, NC MY COMMISSION EXPIRES 05/30/2027

Notary Public

Printed Name: Carline Sitterud

My Commission Expires: 5.30.2027

DoubleTime®

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3486500 17 PG(S)
June 16, 2023 1:53:09 PM
Book 5098 Page 449
J.K. JESS IRBY, ESQ. Clerk Of Court
ALACHUA COUNTY, Florida
Doc Stamp-Mort: $1,907.50
Intang. Tax: $1,090.00

When recorded, return to:
FBC Mortgage, LLC
Mail stop code: DP4544
C/O DocProbe
1133 Ocean Avenue
Lakewood, NJ 08701
407-872-3383

This document was prepared by:
FBC Mortgage, LLC
189 S. Orange Avenue, Suite 970
Orlando, FL 32801
877-420-4539

146.00
1907.50
1090.00

Title Order No.: 22-0969LF
Escrow No.: 22-0969LF
LOAN #: 1115237556

[Space Above This Line for Recording Data]

MORTGAGE

MIN 1004591-0008800926-0
MERS PHONE #: 1-888-679-6377

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated June 12, 2023, together with all Riders to this document.
(B) "Borrower" is ANNA DIEKEMPER, A SINGLE WOMAN, AND ANTHONY MEYER, A SINGLE MAN.

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is FBC Mortgage, LLC.

Lender is a Limited Liability Company, organized and existing under the laws of Florida.
Lender's address is 189 S. Orange Avenue, Suite 970, Orlando , FL 32801.

(E) "Note" means the promissory note signed by Borrower and dated June 12, 2023. The Note states that Borrower owes Lender FIVE HUNDRED FORTY FIVE THOUSAND AND NO/100********** Dollars (U.S. $545,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2053.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ V.A. Rider
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	
☐ Other(s) [specify]		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the
County of **Alachua**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

which currently has the address of **14881 NW 149th Rd, Alachua,**
[Street] [City]
Florida **32615** ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay

to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,

whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance

coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either

to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

6-12-2023 (Seal)
DATE

ANNA DIEKEMPER
2225 Hawkins St. Unit # 226
Charlotte, NC 28203

6/12/2023 (Seal)
DATE

ANTHONY MEYER
2225 Hawkins St. Unit # 226
Charlotte, NC 28203

LOAN #: 1115237556

Witnesses:
Signed, sealed and delivered in the presence of:

#1 Wendy D Collins

Wendy D Collins
Printed Name

#2 David O Collins

David O Collins
Printed Name

State of NORTH CAROLINA

County of Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 12th day of JUNE, 2023 by ANNA DIEKEMPER AND ANTHONY MEYER, * who is/are personally known to me or who has/have produced drivers license(s) as identification.
* unmarried

David O Collins
Signature

David O Collins
Printed Name

notary
Title or Rank

20201980019 9
Serial Number, if any

DAVID O. COLLINS
NOTARY
My Comm. Exp. 07/15/2025
PUBLIC
UNION COUNTY, NC

Lender: FBC Mortgage, LLC
NMLS ID: 152859
Loan Originator: Jennifer Leigh Todd
NMLS ID: 1829263

LOAN #: 1115237556
MIN: 1004591-0000800926-0

ADJUSTABLE RATE RIDER
(1 Year Treasury Index – Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 12th day of June, 2023 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FBC Mortgage, LLC, a Limited Liability Company

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 14881 NW 149th Rd, Alachua, FL 32615.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.125 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of July, 2030 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current

Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **ONE AND ONE-FOURTH** percentage points (**1.250 %**) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest **ONE-EIGHTH OF ONE** percentage point (**0.125 %**). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.125 %** or less than **6.125 %.** Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.125 %. My interest rate will never be less than the start rate or 6.125 %.**

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Replacement Index and Replacement Margin

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

(1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.

(2) If a replacement Index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

LOAN #: 1115237556

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

ANNA DIEKEMPER — DATE: 6-12-2023 (Seal)

ANTHONY MEYER — DATE: 6/12/2023 (Seal)

LOAN #: 1115237556
MIN: 1004591-0000800928-0

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12th day of June, 2023 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to FBC Mortgage, LLC, a Limited Liability Company

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 14881 NW 149th Rd, Alachua, FL 32615.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as Wyndswept Hills

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

ANNA DIEKEMPER — 6-12-2023 — DATE — (Seal)

ANTHONY MEYER — 6/12/2023 — DATE — (Seal)

Exhibit A

Lot 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

Parcel Identification Number: 03863-020-053

John Power | TAX COLLECTOR
Serving Alachua County

2022 PAID REAL ESTATE 14958
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03863 020 053	14881 NW 149TH RD	1700

BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

EXEMPTIONS:
HOMESTEAD,
HOMESTEAD ADD'L 25K,
WIDOWS

SCAN TO PAY ONLINE

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.7662	330,439	50,500	279,939	2,174.06
LIBRARY GENERAL	1.0565	330,439	50,500	279,939	295.76
SCHOOL CAP PROJECT	1.5000	330,439	25,500	304,939	457.41
SCHOOL DISCRNRY & CN	0.7480	330,439	25,500	304,939	228.09
SCHOOL GENERAL	3.2500	330,439	25,500	304,939	991.05
SCHOOL VOTED	1.0000	330,439	25,500	304,939	304.94
CHILDREN'S TRUST	0.4612	330,439	50,500	279,939	129.11
SUWANNEE RIVER WATER MGT DIST	0.3368	330,439	50,500	279,939	94.28
CITY OF ALACHUA	5.3900	330,439	50,500	279,939	1,508.87
TOTAL MILLAGE	21.5087			AD VALOREM TAXES	$6,183.57

LEGAL DESCRIPTION

WYNDSWEPT HILLS PB 26 PG 75 LOT 53
OR 4791/0377

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT
550 COUNTY FIRE SERVICES	1.000	Varies	664.08
NON-AD VALOREM ASSESSMENTS			$664.08

PAY ONLY ONE AMOUNT.

COMBINED TAXES AND ASSESSMENTS	$6,847.65

IF PAID BY	Nov 30, 2022				
PLEASE PAY	$0.00				

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

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2022 PAID REAL ESTATE 14958
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03863 020 053	14881 NW 149TH RD

BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

PAY ONLY ONE AMOUNT

IF PAID BY	PLEASE PAY
☐ Nov 30, 2022	$0.00
☐	
☐	
☐	
☐	

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

Receipt # 22-0037083 $6,573.74 Paid 11/28/2022

Concurrency Impact Analysis
Wyndswept Hills- Lot 53 Replat

The proposed project is a single lot replat. The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Stormwater:

The stormwater system for the subdivision will not be affected by this proposed single lot replat/ minor subdivision application. No changes are proposed to existing conditions.

Potable Water:

The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Sanitary Sewer:

The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Solid Waste:

The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Recreation:

The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Traffic:

The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Wyndswept Hills – Lot 53 Replat

Statement of Proposed Uses

The lot has an existing a single family home – the proposed setback revision is consistent with the current zoning regulations.

Comprehensive Plan Consistency

Future Land Use Element:

Policy 1.2b: Moderate Density Residential (0 to 4 dwelling units per acre): The Moderate Density Residential land use category allows residential development at a maximum density of 4 dwelling units per acre. The following uses are allowed in the Moderate Density Residential land use category:
1. Single family detached dwelling units;
2. Accessory dwelling units;
3. Manufactured or modular homes meeting certain design criteria;
4. Mobile homes only within mobile home parks;
5. Duplexes and quadplexes;
6. Townhomes;
7. Residential Planned Developments; and,
8. Supporting community services such as schools, houses of worship, parks, and community centers.

Consistency: The lot impacted by the application has an existing single family residential unit, within a development meeting the density allowed by the Comprehensive Plan.

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

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

Consistency: The lot has an existing single family home and will not have any impact on concurrency and level of service requirements.

LEGAL DESCRIPTION

For: 14881 NW 149th Road
Alachua, FL 32615
Tax Parcel 03863-020-053

LAND DESCRIPTION: (TITLE OPINION BY HOLDEN, ROSCOW & CAEDINGTON, PL; DATED FEBRUARY 17, 2023)

LOT 53, WYNDSWEPT HILLS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 75, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

City of ALACHUA

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): Sergio Reyes Title: President

   Company (if applicable): eda consultants, inc.

   Mailing address: 720 SW 2nd Ave, South Tower, Ste 300

   City: Gainesville State: FL ZIP: 32601

   Telephone: 352-373-3541 FAX: _____ e-mail: sreyes@edafl.com

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

   Name of Owner (title holder): _____

   Mailing Address: _____

   City: _____ State: _____ ZIP: _____

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

B. PROJECT

1. Project Name: Bonner Replat - Wyndswept Hills Lot 53
2. Address of Subject Property: 14881 NW 149th Road, Alachua, FL
3. Parcel ID Number(s): 03863-020-053
4. Section 15 Township 8 Range 18 Grant _____ Acreage: 0.30
5. Existing Use of Property: Single Family Residential
6. Future Land Use Map Designation: Moderate Density Residential
7. Zoning Designation: RSF-3
8. Development Data (check all that apply):

   ■ Single Family Residential — Number of Units 0 - no additional proposed

   □ Multi-Family Residential — Number of Units _____

   □ Exempt (*see exempt developments on page 2*)

9. Review Type:

Preliminary Development Order	***Final Development Order***
□ Comprehensive Plan Amendment	□ Preliminary Plat
□ Large Scale	□ Final Plat
□ Small Scale	□ Site Plan
□ Site Specific Amendment to the Official Zoning Atlas (Rezoning)	

■ *Revised*

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: Northwest Alachua

    Middle: Melbane

    High: Santa Fe

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	0	units	x	0.12	Elementary School Multiplier*	0	Student Stations**
Middle School	0	units	x	0.06	Middle School Multiplier*	0	Student Stations**
High School	0	units	x	0.09	High School Multiplier*	0	Student Stations**

Student Generation Calculations: Multi-Family Residential Development

Elementary School		units	x	0.06	Elementary School Multiplier*		Student Stations**
Middle School		units	x	0.03	Middle School Multiplier*		Student Stations**
High School		units	x	0.03	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_Packets/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

Sergio Reyes, P.E

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 27 day of April, 2023 by Sergio Reyes

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

as identification.

Signature of Notary Public, State of Florida

Heather A. Hartman
Comm.: # HH 320137
Expires: October 10, 2026
Notary Public - State of Florida

City of ALACHUA
THE GOOD LIFE COMMUNITY

Certification

Alachua County Public Schools

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 Required:_____
□ Capacity Available	Available Capacity:_____
□ Capacity Available in 3 years	Available Capacity:_____
□ Capacity Available in Adjacent SCSA	Available Capacity:_____
Middle SCSA:_____	Capacity Required:_____
□ Capacity Available	Available Capacity:_____
□ Capacity Available in 3 years	Available Capacity:_____
□ Capacity Available in Adjacent SCSA	Available Capacity:_____
High SCSA:_____	Capacity Required:_____
□ Capacity Available	Available Capacity:_____
□ Capacity Available in 3 years	Available Capacity:_____
□ Capacity Available in Adjacent SCSA	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:_____

AYESHA SOLOMON
ALACHUA COUNTY
PROPERTY APPRAISER
KNOWLEDGEABLE - COMMUNITY FOCUSED - COMMITTED

Sign Up for Property Watch

Parcel Summary

Parcel ID	03863-020-053
Prop ID	14958
Location Address	14881 NW 149TH RD ALACHUA, FL 32615
Neighborhood/Area	(233215.04)
Subdivision	WYNDSWEPT HILLS
Brief Legal Description*	WYNDSWEPT HILLS PB 26 PG 75 LOT 53 OR 4791/0377 (Note: *The Description above is not to be used on legal documents.)
Property Use Code	SINGLE FAMILY (00100)
Sec/Twp/Rng	15-08-18
Tax District	ALACHUA (District 1700)
Millage Rate	21.5087
Acreage	0.300
Homestead	Y

View Map

Owner Information

BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values
Improvement Value	$347,838	$278,736	$0	$0	$0
Land Value	$61,500	$61,500	$61,500	$61,500	$61,500
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	**$409,338**	**$340,236**	**$61,500**	**$61,500**	**$61,500**
Assessed Value	$330,439	$320,814	$61,500	$52,701	$47,910
Exempt Value	$50,500	$50,000	$0	$0	$0
Taxable Value	$279,939	$270,814	$61,500	$52,701	$47,910
Maximum Save Our Homes Portability	$78,899	$19,422	$0	$8,799	$13,590

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

TRIM Notice

2022 TRIM Notice (PDF)

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
0100	SFR	0.00	1	0	0	RSF-3

Building Information

Type	SINGLE FAMILY	**Heat**	ELECTRIC
Total Area		**HC&V**	FORCED AIR
Heated Area	2,586	**HVAC**	CENTRAL
Exterior Walls	HARDIBOARD	**Bathrooms**	2.0-Baths
Interior Walls	DRYWALL	**Bedrooms**	4 BEDROOMS
Roofing	ASPHALT	**Total Rooms**	
Roof Type	GABLE/HIP	**Stories**	1.0
Frame		**Actual Year Built**	2020
Floor Cover	CARPET; CLAY TILE	**Effective Year Built**	2020

Type	SOH MISC	**Heat**	
Total Area	508	**HC&V**	
Heated Area		**HVAC**	
Exterior Walls		**Bathrooms**	
Interior Walls		**Bedrooms**	
Roofing		**Total Rooms**	
Roof Type		**Stories**	1.0
Frame		**Actual Year Built**	2020
Floor Cover		**Effective Year Built**	2020

Sub Area

Type	Description	Sq. Footage	Quality	Imprv Use	Imprv Use Descr
BAS	BASE AREA	2,316	4	0100	SINGLE FAMILY
FEP	FINISHED ENCL PORCH	270		0100	SINGLE FAMILY
FGR	FINISHED GARAGE	609		0100	SINGLE FAMILY
FOP	FINISHED OPEN PORCH	231		0100	SINGLE FAMILY

Type	Description	Sq. Footage	Quality	Imprv Use	Imprv Use Descr
0800	DRIVE/WALK	508		0100	SINGLE FAMILY

Sales

Sale Date	Sale Price	Instrument	Book	Page	Qualified	Vacant/Improved	Grantor	Grantee	Link to Official Records
7/2/2020	$400,000	WD	4791	0377	01 - EXAMINATION OF DEED	Vacant	HARTLEY BROTHERS INC	BONNER NANCY W	Link (Clerk)
9/13/2019	$65,000	WD	4717	0999	01 - EXAMINATION OF DEED	Improved	REALTY SOLUTIONS OF NORTH FLOR	HARTLEY BROTHERS INC	Link (Clerk)
9/2/2014	$36,900	WD	4300	266	01 - EXAMINATION OF DEED	Vacant	* RWSPMS LLC	REALTY SOLUTIONS OF NORTH FLOR	Link (Clerk)
11/1/2010	$100	MS	3992	1190	11 - CORRECTIVE DEED	Vacant	* STEPHENS ROGER W PATRICIA M	* RWSPMS LLC	Link (Clerk)
9/11/2008	$100	MS	3829	2133	U - UNQUALIFIED	Vacant	* WYNDSWEPT HILLS LLC	* STEPHENS ROGER W PATRICIA M	Link (Clerk)

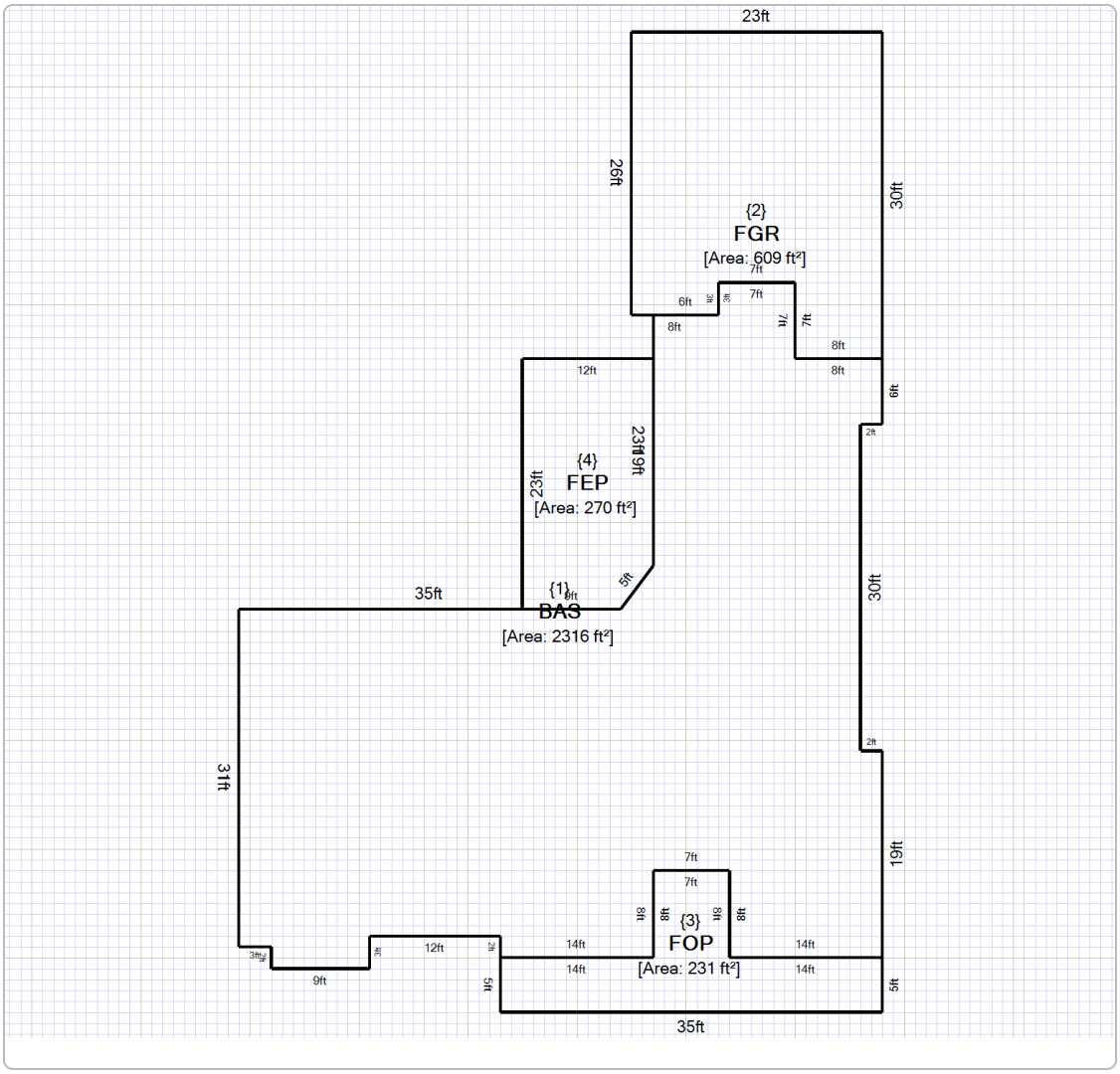
Official Public Records information is provided by the Alachua County Clerk's Office. Clicking on these links will direct you to their web site displaying the document details for this specific transaction.

Permits

Permit Number	Type	Primary	Active	Issue Date	Value
P08-20-7720	REMODEL SFD	Yes	No	8/19/2020	$0
P10-19-7145	SINGLE FAMILY - DETACHED	Yes	No	10/30/2019	$417,347

Our permitting information is pulled from the Alachua County Permitting Offices. Permitting information shown here is all the Property Appraiser has on file for this property. Any detailed questions about permits should be directed to the Permitting Offices.

Sketches



Map

Photos

No data available for the following modules: Extra Features.

This web application and the data herein is prepared for the inventory of real property found within Alachua County and is compiled from recorded deeds, plats, and other public records and data. Users of this web application and the data herein are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Alachua County Property Appraiser's Office assumes no legal responsibility for the information contained herein.
User Privacy Policy
GDPR Privacy Notice

Developed by Schneider GEOSPATIAL

Last Data Upload: 4/18/2023, 6:51:08 AM

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3496899 2 PG(S)
June 16, 2023 1:53:09 PM
Book 5099 Page 447
J.K. JESS IRBY ESQ Clerk Of Court
ALACHUA COUNTY, Florida
Doc Stamp-Deed: $3,815.00

Prepared by and return to:
JOHN F. ROSCOW, IV
Attorney at Law
HOLDEN, ROSCOW & CAEDINGTON, PL
5608 Northwest 43rd Street
Gainesville, FL 32653
352-373-7788
File Number: **22-0969LF**
Will Call No.:

$18.50
3815.00
$545.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **12th** day of **June, 2023** between **NANCY W. BONNER, an unmarried woman** whose post office address is **2048 Garden Terrace Circle, Marvin, NC 28173**, grantor, and **ANNA C. DIEKEMPER, a single woman and ANTHONY MEYER, a single man, as joint tenants with right of survivorship,** whose post office address is **14881 NW 149th Road, Alachua, FL 32615**, 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 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

Parcel Identification Number: 03863-020-053

Subject to eaements and testrictions of record.

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, 2022**.

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:

#1 Witness Name: Devra Sitterud

#2 Witness Name: PATRICIA S CAMPBELL

Nancy W. Bonner (Seal)
NANCY W. BONNER

State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 9th day of June, 2023 by NANCY W. BONNER, an unmarried woman, who [_] is personally ~~known~~ or [X] has produced a driver's license as identification.

[Notary Seal]

CARLINE SITTERUD NOTARY PUBLIC MY COMMISSION EXPIRES 05/30/2027 UNION COUNTY, NC

Notary Public

Printed Name: Carline Sitterud

My Commission Expires: 5.30.2027

DoubleTime®

Search > Account Summary

Real Estate Account #03863 020 053

Owner:
BONNER NANCY W

Situs:
14881 NW 149TH RD
ALACHUA 32615

Parcel details
Property Appraiser
Homestead Exemption

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/28/2022** for **$6,573.74**.

Apply for the 2023 installment payment plan

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $6,573.74	11/28/2022	**Receipt** #22-0037083	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $6,421.70	11/08/2021	**Receipt** #21-0012116	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $1,390.52	11/18/2020	**Receipt** #20-0022534	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $1,351.65	04/15/2020	**Receipt** #19-0148085	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $1,225.09	12/28/2018	**Receipt** #18-0071230	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $1,117.10	11/12/2017	**Receipt** #17-0011829	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $941.15	11/29/2016	**Receipt** #16-0037173	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $869.20	11/30/2015	**Receipt** #15-0036941	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $776.22	11/21/2014	**Receipt** #14-0024877	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $667.27	11/14/2013	**Receipt** #13-0015202	Print (PDF)
2012					
2012 Annual Bill	$0.00	**Paid** $1,236.23	11/14/2013	**Receipt** #13-0015202	Print (PDF)
Certificate #1033		**Redeemed**	11/14/2013	**Face** $1,171.41, **Rate** 2.75%	
		Paid $1,236.23			
2011					
2011 Annual Bill	$0.00	**Paid** $1,306.38	11/14/2013	**Receipt** #13-0015202	Print (PDF)
Certificate #1148		**Redeemed**	11/14/2013	**Face** $1,196.90, **Rate** 5.75%	
		Paid $1,306.38			
2010					
2010 Annual Bill	$0.00	**Paid** $1,369.36	11/14/2013	**Receipt** #13-0015202	Print (PDF)
Certificate #1183		**Redeemed**	11/14/2013	**Face** $1,184.24, **Rate** 6.25%	
		Paid $1,369.36			
2009					
2009 Annual Bill	$0.00	**Paid** $1,343.75	01/31/2012	**Receipt** #2011-1038172	Print (PDF)
Certificate #1309		**Redeemed**	01/31/2012	**Face** $1,178.85, **Rate** 8.5%	
		Paid $1,343.75			
2008 Annual Bill	$0.00	**Paid** $1,094.15	05/27/2009	**Receipt** #2008-8090573	Print (PDF)
2007 Annual Bill	$0.00	**Paid** $1,636.98	11/30/2007	**Receipt** #2007-9032989	Print (PDF)
2006 Annual Bill	$0.00	**Paid** $470.19	02/16/2007	**Receipt** #2006-9101376	Print (PDF)
Total Amount Due	**$0.00**				

Convenience Fees

Credit/Debit Card and PayPal Transactions: A **2.5% processing fee (minimum $2.50)** applies.
Bank Account (E-Check) Transactions: A **$1 processing fee** applies.

© 2019–2023 Grant Street Group. All rights reserved.

Poll: Trump's GOP support dips

Most respondents think ex-president broke law

Jill Colvin and Linley Sanders
ASSOCIATED PRESS

The poll finds that U.S. adults overall are slightly more likely than they were earlier in the year to believe former President Donald Trump acted illegally in his handling of classified documents stashed at Mar-a-Lago. STEVEN SENNE/AP

NEW YORK – Former President Donald Trump's criminal indictment on charges of mishandling government secrets appears to have dented his popularity among Republicans – but only slightly – according to a new poll from The Associated Press-NORC Center for Public Affairs Research.

Sixty percent of Republicans now have a favorable view of Trump, down slightly from April, when 68% of Republicans said they had a favorable view of the 2024 GOP presidential front-runner. The poll found 38% of Republicans have an unfavorable view of Trump, an uptick from 30% in April.

The dip suggests some Republicans could be growing weary of Trump's never-ending legal drama after he became the first former president ever indicted on federal criminal charges. Trump, who was indicted on separate charges in New York this spring, pleaded not guilty this month to 37 felony counts accusing him of improperly storing classified documents at his Mar-a-Lago club in Palm Beach, Florida, concealing them from investigators and refusing to turn them over when subpoenaed.

Overall, Americans are more likely to have an unfavorable view of Trump than a favorable one, 63% to 33%, similar to April. The poll was conducted June 22-26, after the full indictment became public and after Trump's not guilty plea.

The poll also finds that U.S. adults overall are slightly more likely than they were earlier in the year to believe the former president acted illegally in his handling of classified documents stashed at Mar-a-Lago. Just over half, 53%, now say he broke the law, compared with 47% in the April AP-NORC poll. But most of that increase is attributable to Democrats.

An overwhelming majority of Democratic voters, 84%, now say they think Trump broke the law in connection to the documents, compared with 75% who said so in April.

When it comes to Republicans, however, only about a quarter say Trump acted illegally in the Mar-a-Lago case, about the same as in April. An additional 29% said he acted unethically but did not do anything illegal, while 26% said he did nothing wrong, with the rest saying they didn't know enough to say.

They include Patty Faber, a registered Republican who lives north of Phoenix and was dismissive of the charges.

"It's a bunch of hooey," said Faber, 62, who runs an RV park. "Should he have taken all that stuff home? No. But other presidents have also taken things home." She noted that President Joe Biden and former Vice President Mike Pence were also found to have classified documents in their possession – though neither has been accused of trying to conceal the documents from or lying to investigators.

Still, Faber, who has supported Trump in the past, said that while she would be "ecstatic" to see him return to the White House, she would much prefer the party nominate Florida Gov. Ron DeSantis, who is currently a distant second in the polls.

"He has a better chance of winning the general election. Trump is carrying too much baggage now," she said.

Others' feelings were more complicated. Nancy Tobeck, 74, a Republican in Crossville, Tennessee, believes Trump may have potentially broken the law. But if he did, she said, "I don't think it was deliberate."

"It's a hard one because I think he might have done something wrong by not giving them all over. But I also understand that he had things in there. So it's kind of half and half on that," she said. "I do believe that it is politically motivated, though."

Tobeck, who voted for Trump in 2016 and 2020, said the indictment had not changed her feelings about Trump because she had already soured on the former president after he refused to accept the results of the 2020 election.

Still, the numbers make clear the challenges faced by Trump's GOP rivals, who have struggled to respond to charges that would, in any other era, spell a candidate's demise. While former U.N. Ambassador Nikki Haley called Trump's alleged actions "reckless" and Pence has said he "can't defend" the "very serious allegations," the candidates have also criticized the Justice Department, reflecting deep GOP skepticism of federal law enforcement.

Besides the charges he faces in Florida, Trump was indicted in New York in March in connection with hush money payments made during the 2016 campaign to women who alleged sexual encounters with him. He faces additional potential charges in other jurisdictions.

In Georgia, a prosecutor is investigating efforts by Trump and his allies to overturn the results of the 2020 election. And in Washington, special counsel Jack Smith continues to investigate Trump's election lies and their aftermath, including the violent riot at the U.S. Capitol on Jan. 6, 2021.

The poll finds half of U.S. adults believe Trump broke the law in his alleged attempt to interfere in Georgia's vote count during the 2020 presidential election. Slightly fewer, 45%, say his actions related to the Jan. 6 insurrection were unlawful.

Just 35% of U.S. adults say he acted illegally in allegedly covering up the hush money payments – a slight decrease from the 41% who said he had in April, just after he was indicted.

Paul Schwartz, 38, a truck driver from Pocatello, Idaho, identifies as an independent but voted for Trump in 2016 and 2020 because he saw him as the better of bad options.

While he says he's no fan of Trump – "I've always disdained the man," he said – Schwartz sees the indictment as nothing but a "witch hunt" and "mudslinging that has no point."

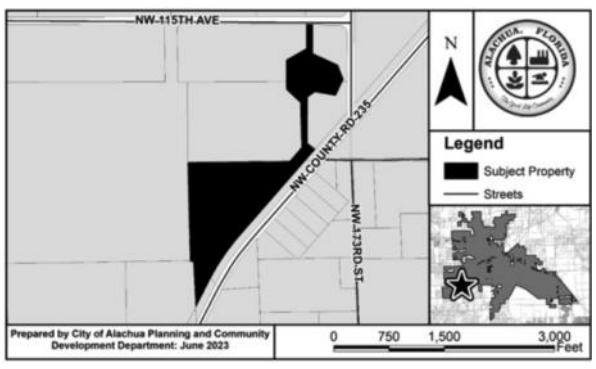
"I believe people are trying to swing opinions on things that are completely irrelevant to how someone governs the country," he said, arguing that what matters are candidates' positions on issues like abortion and immigration.

Plus, he said: "We know these are detestable human beings. They're politicians. That's a job requirement."

The poll of 1,220 adults was conducted June 22-26 using a sample drawn from NORC's probability-based AmeriSpeak Panel. The margin of sampling error for all respondents is 3.9 percentage points.

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

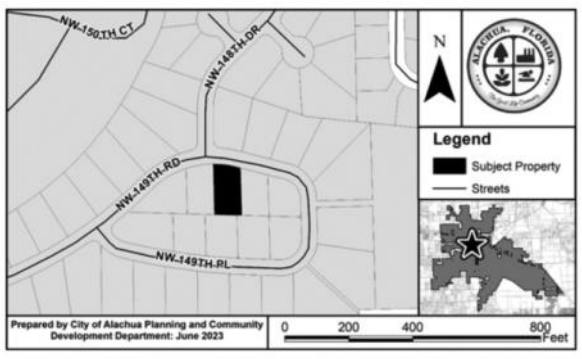
Notice is hereby given that the Planning & Zoning Board of the City of Alachua will hold a public hearing on July 11, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Logan B. Peters, P.E., of JBrown Professional Group, Inc., applicant and agent for Lane Enterprises, LLC and Waco Properties, Inc., property owners, for consideration of a Site Plan proposing the construction of a ±100,840 square foot building and associated site improvements on a ±45.12 acre subject property; consisting of Tax Parcel Number 03997-000-000 and portions of Tax Parcel Numbers 03983-008-000 and 03983-011-000; FLUM: Industrial; Zoning: Industrial General (IG).



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

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

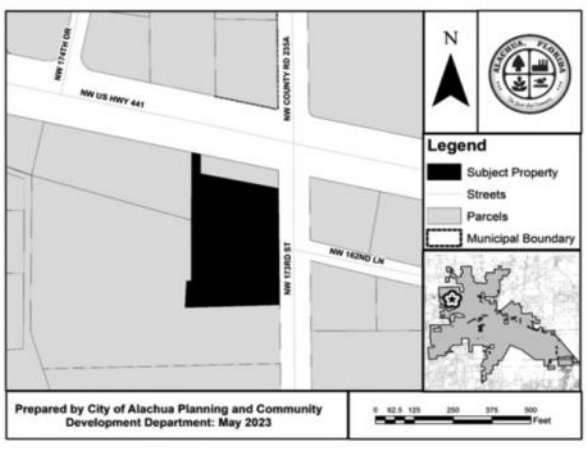
Notice is hereby given that the Planning & Zoning Board of the City of Alachua will hold a public hearing on July 11, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Nancy Bonner, property owner, for consideration of a minor subdivision / replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet on the subject property located at 14881 NW 149th Road; Tax Parcel 03863-020-053 FLUM: Moderate Density Residential Zoning: Residential Single Family – 3 (RSF-3).



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

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

Notice is hereby given that the Planning and Zoning Board of the City of Alachua will hold a public hearing on July 11, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Christopher Potts, P.E., of JBrown Professional Group, Inc., applicant, on behalf of Alachua 441/235 LLC, property owner, for consideration of a Site Plan to construct a ±6,174 square foot convenience store with gasoline sales and associated site improvements on a ±2.46 acre subject property located south of US 441, and west of CR 235A (portion of Tax Parcel No. 03044-003-000) FLUM: Commercial Zoning: Commercial Intensive (CI).



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

AFFIDAVIT FOR POSTED LAND USE SIGN

I Debbie Wallen, POSTED THE LAND USE
(name)
SIGN ON 6-22-23 FOR THE Replat of Lot 53, Wyndswept Hills
(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.

Debbie Wallen
(signature)

1 (one)
(number of signs)

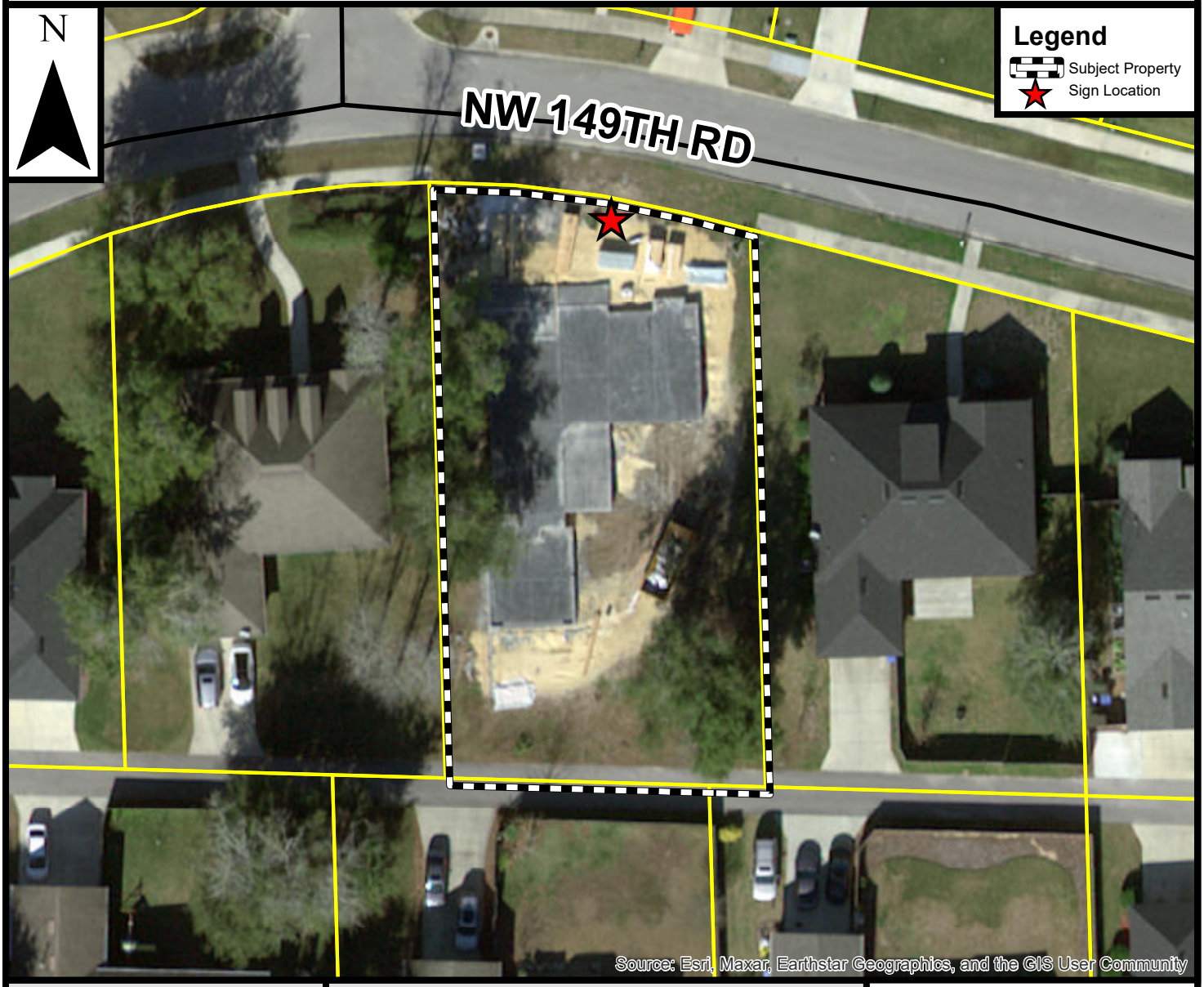
IMPORTANT INFORMATION REGARDING POSTED NOTICE SIGNS

Pursuant to Section 2.2.9(D) of the City's Land Development Regulations, posted notice signs must be placed on the land that is the subject of the application, along each street which is adjacent to or runs through the land in a manner that makes them clearly visible. Signs shall be posted at intervals of not more than 400 feet when the land subject to the application has less than 1,500 feet of road frontage. When the land subject to the application has 1,500 feet or more of road frontage, signs shall be posted at intervals of not more than 1,320 feet.

Signs shall be inspected by the City subsequent to their posting. The applicant shall be responsible for ensuring that the posted notice is maintained on the land subject to the application until the completion of the final public hearing on the application.

Signs must be removed by the applicant and returned to the City within ten days after the final decision on the application.

Replat of Lot 53, Wyndswept Hills
Minor Subdivision



Prepared by the City of Alachua
Planning & Community Development Department

Prepared June 2023

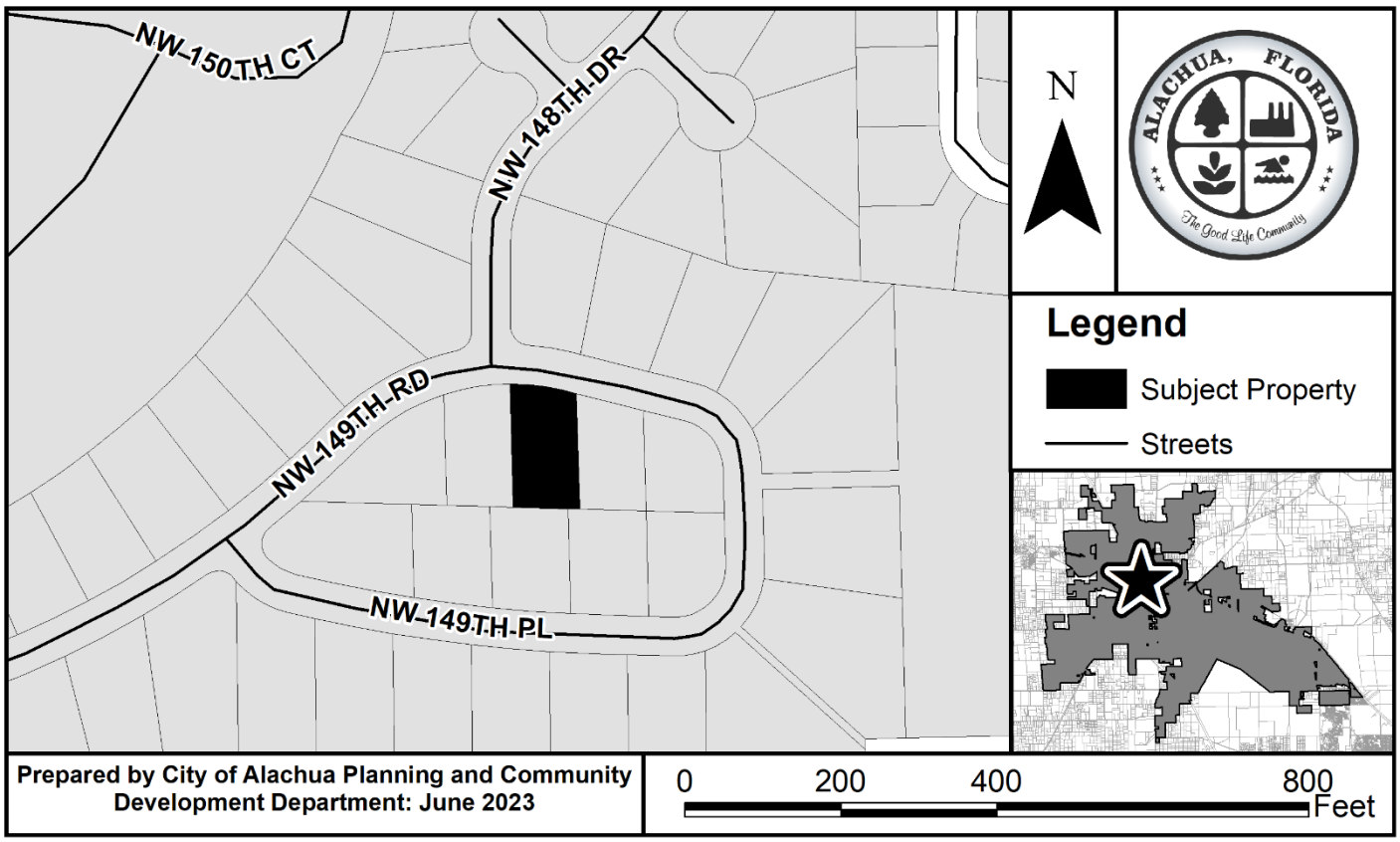
DISCLAIMER: Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The burden of determining accuracy, timeliness, or completeness for use rests solely on the requestor. The City makes no warranties, expressed or implied, as to the use of the data. The requestor acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and in a constant state of maintenance, correction, and update.

0 15 30 60 Feet

Mailed 6/26/23
JWT

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 11, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Nancy Bonner, property owner, for consideration of a minor subdivision / replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet on the subject property located at 14881 NW 149th Road; Tax Parcel 03863-020-053; FLUM: Moderate Density Residential; Zoning: Residential Single Family – 3 (RSF-3).



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

03863-020-010
DENNIS GUY DURRELL & VALERIE KAY
14812 NW 149TH RD
ALACHUA, FL 32615

03863-020-009
GRAYSON & JAVERS
14834 NW 149TH RD
ALACHUA, FL 32615

03863-020-015
YOUNG ANTWAN A & RENEE A
14843 NW 149TH PL
ALACHUA, FL 32615

03863-020-054
WELLS TYLER & COURTNEY
14857 NW 149TH RD
ALACHUA, FL 32615

03863-020-007
WHITE MARCI
14878 NW 149TH RD
ALACHUA, FL 32615

03863-020-017
KEENE BEVERLY A TRUSTEE
14907 NW 149TH PL
ALACHUA, FL 32615

03863-020-046
CHOPADA NISHA RAMAN
14921 NW 150TH LN
ALACHUA, FL 32615

03863-020-012
HILL THOMAS L II & STACY L
14949 NW 148TH WAY
ALACHUA, FL 32615

03863-020-060
CLAYTON DANIEL LEE & REBECKA
14970 NW 149TH PL
ALACHUA, FL 32615

03863-020-019
MILLAN TERANCE F & SUSAN B
14989 NW 149TH PL
ALACHUA, FL 32615

03863-020-003
PROWANT CHRISTOPHER A & CHRISTINA K
14816 NW 151ST LN
ALACHUA, FL 32615

03863-020-056
HANCOCK-SMITH & SMITH M/C
14838 NW 149TH PL
ALACHUA, FL 32615

03863-020-005
FORD & GOODE
14849 NW 151ST LN
ALACHUA, FL 32615

03863-020-057
MCKNIGHT MARY A
14864 NW 149TH PL
ALACHUA, FL 32615

03863-020-053
BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

03863-020-052
CUNNINGHAM SALLY ALEXIS
14913 NW 149TH RD
ALACHUA, FL 32615

03863-020-059
CASWELL CHAD W & LAURA K
14936 NW 149TH PL
ALACHUA, FL 32615

03863-020-047
MONTALVO MARITZA AMALY RIVERA
14953 NW 150TH LN
ALACHUA, FL 32615

03863-020-011
DAVIS & FLAHERTY
14971 NW 148TH WAY
ALACHUA, FL 32615

03864-003-000
SYLVA VICTORIA LIFE ESTATE
15006 NW 147TH AVE
ALACHUA, FL 32615

03863-020-004
PASCALE & PASCALE
14825 NW 151ST LN
ALACHUA, FL 32615

03863-020-055
NIEDERKOHR DEAN A JR & CAROLYN H
14839 NW 149TH RD
ALACHUA, FL 32615-0247

03863-020-008
TIGHE JEFFREY M & RACHEL L LIFE ESTATE
14856 NW 149TH RD
ALACHUA, FL 32615

03863-020-016
MAKOVIC JAMES E & SHANNON E
14875 NW 149TH PL
ALACHUA, FL 32615

03863-020-058
WILEY CHRIS DANIEL & TARA ELIZABETH
14892 NW 149TH PL
ALACHUA, FL 32615

03863-020-013
ESSEGBEY JAMES & JOSCELYN
14915 NW 148TH WAY
ALACHUA, FL 32615

03863-020-018
THOMPSON RONALD W & SANDRA J
14941 NW 149TH PL
ALACHUA, FL 32615

03863-020-051
AHLERS & SOWALSKY
14955 NW 149TH RD
ALACHUA, FL 32615

03863-020-043
PERRYMAN TONY B & TRENETTA L
14972 NW 149TH RD
ALACHUA, FL 32615

03863-020-044
HOWELL PAMELA C
15006 NW 148TH DR
ALACHUA, FL 32615

AVERY 5160
Easy Peel Address Labels
Bend along line to expose Pop-up Edge
Go to avery.com/templates
Use Avery Template 5160

03863-020-042
OSBURN & OSBURN
15014 NW 149TH RD
ALACHUA, FL 32615

03863-020-020
DEBOSE GREGORY J & LOLA J
15035 NW 149TH PL
ALACHUA, FL 32615

03863-020-021
SANDERS MARK STUART &
BEVERLY HALE
15077 NW 149TH RD
ALACHUA, FL 32615

03864-002-000
MARACIC GREGORY
PO BOX 1
ALACHUA, FL 32616-0001

03863-020-006
JONAS LARRY M & LINDA F
PO BOX 88
ALACHUA, FL 32616-0088

03863-020-045
MCCOLLUM TRUSTEE & MCCOLLUM
TRUSTEE
15028 NW 148TH DR
ALACHUA, FL 32615

03863-020-041
RUBINS ED
15040 NW 149TH RD
ALACHUA, FL 32615

03863-020-014
WAGNER RICHARD E
3416 S ASHWOOD DR
BLOOMINGTON, IN 47401

03864-001-000
ENNEIS REBECCA A LIFE ESTATE
PO BOX 1723
ALACHUA, FL 32616

03605-020-024
FITZGERALD KATHLEEN E
15030 NW 147TH DR
ALACHUA, FL 32615-5305

03863-020-040
ROVANSEK KIMBERLY
15068 NW 149TH RD
ALACHUA, FL 32615

03869-007-001
ALACHUA DEVELOPMENT LLC
5405 CYPRESS CENTER DR STE 320
TAMPA, FL 33609

03863-020-000
WYNDSWEPT HILLS HOMEOWNERS
ASSOCIATION INC
PO BOX 310
ALACHUA, FL 32616-0310

Pat: avery.com/patents
Étiquettes d'adresse Easy Peel
Repliez à la hachure afin de révéler le rebord Pop-up
Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

AVERY 5160
Easy Peel Address Labels
Bend along line to expose Pop-up Edge
Go to avery.com/templates
Use Avery Template 5160

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

Dan Rhine
288 Turkey Creek
Alachua, FL 32615

Tom Gorman
9210 NW 59th Street
Alachua, FL 32653

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

Peggy Arnold
410 Turkey Creek
Alachua, FL 32615

David Forest
23 Turkey Creek
Alachua, FL 32615

President
TCMOA
1000 Turkey Creek
Alachua, FL 32615

Linda Dixon, AICP
Assistant Director Planning
PO Box 115050
Gainesville, FL 32611

Craig Parenteau
FL Deptarment of Environmental Protection
4801 Camp Ranch Road
Gainesville, FL 32641

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

Lynn Coullias
7406 NW 126th Ave
Alachua, FL 32615

Lynda Coon
7216 NW 126 Avenue
Alachua, FL 32615

Tamara Robbins
PO Box 2317
Alachua, FL 32616

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

Bonnie Flynn
16801 NW 166th Drive
Alachua, FL 32615

Hugh & Jean Calderwood
14095 NW 174th Ave
Alachua, FL 32615

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

Shasta Schoellhorn
15907 NW 188th St.
Alachua, FL 32615

Carrie Luke
16611 NW 138th Ave.
Alachua, FL 32615

Dena Courtney
P.O. Box 1215
High Springs, FL 32655

George & Joan Walker
12910 NW 151 Rd
Alachua, FL 32615

Pat: avery.com/patents
Étiquettes d'adresse Easy Peel
Repliez à la hachure afin de révéler le rebord Pop-up
Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

commissioners on the topic.

Throughout the meeting there was a tug of war between Cornell, who wanted to discuss the meat processing facility and other environmental projects, and Marlowe, who seemed primarily interested in hearing that the County would move the repairs for CR 337 up to 2026.

At one point Marlowe opened the floor for citizens to comment on their experience with CR 337 and the need for the road to be made safer. Approximately 18 people addressed both Commissions to explain just how dangerous the roadway was and their concerns about safety.

Alachua County Public Works Director Ramon D. Gavarrete addressed plans approved by the County Commission. He said that a traffic study had been requested on CR 337 and it should be available in September. He suggested also that a four-way stop and turn lanes would likely remedy the problem with dangerous curves. He estimated the project cost would likely be $9 million.

County Commissioner Mary Alford moved to bump the timeline up on addressing the first segment of CR 337 and instruct City and County staff to work together on creating a funding and timeline solution to present to the commission.

Cornell proposed a substitute motion, which the commission split into two parts. The first part failed, Returning to the original timeline, the commission carried Alford's motion, 3-2.

County Commissioner Marihelen Wheeler asked about the possibility of the county purchasing the land from Newberry instead of leasing it. Newberry City Manager Mike New said for logistics purposes of providing utilities, it is best for the land to be leased, but he and Marlowe expressed openness to working out an agreement that was long-term and permanent enough to satisfy the County. New also mentioned that the County indicated they wanted to have the same type of arrangement with the City that they had when they purchased the property for IFAS, which was also leased.

By the time the floor was opened up for comments on the meat processing facility, midnight. Approximately 14 people, many of whom identified themselves as vegans, addressed the remaining commissioners to speak against the meat processing facility. One person mentioned an online petition against the facility and another explained that a survey had been done and citizens didn't know the facility was even being considered.

The facility was referred to as the "slaughterhouse" and "murder facility." Comments were made about facility workers experiencing PTSD, becoming aggressive because of their job and tending to be more likely to abuse drugs and alcohol.

Speaking on behalf of approving the meat processing facility was the General Coordinator for the Agricultural Justice Project, Leah Cohen. She said that of business.

A local rancher said that people will continue to eat meat whether the plant is approved or not. He pointed out that currently the cattle have to be shipped to another location to be slaughtered and then shipped back, which ends up costing the consumer quite a bit more because of the shipping costs and prices other meat processing facilities charge.

had already run past midnight, the meeting was adjourned.

The topic is on the agenda for a BoCC meeting scheduled for the following day in the County Commission chambers.

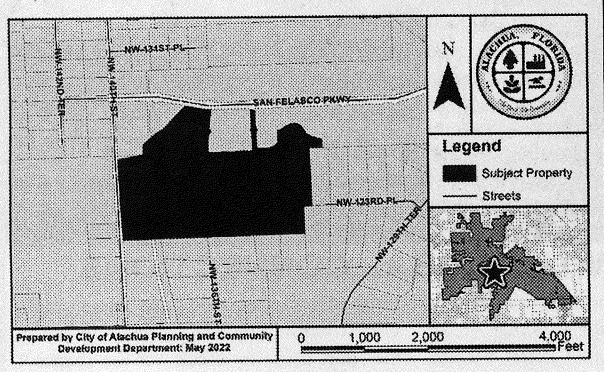
# # #

Email cwalker@alachuatoday.com

City of ALACHUA

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on July 24, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Kevin Smith, PSM, of Causseaux, Hewett, & Walpole, Inc., applicant and agent, for San Felasco Research Ventures, LLC, property owner, for consideration of the Final Plat for Convergence Research Park Residential Phase 2. The final plat proposes to subdivide the ±32.27 acre subject property into a total of 103 lots with associated common areas and road right-of-way. The subject property is located south of San Felasco Parkway, north of Shaw Farms of Alachua and Alachua Highlands, and east of County Road 241. Consisting of portions of Tax Parcel Numbers 03970-000-000 and 03929-000-000; Future Land Use Map (FLUM) Designation: Corporate Park; Zoning: Corporate Park (CP).



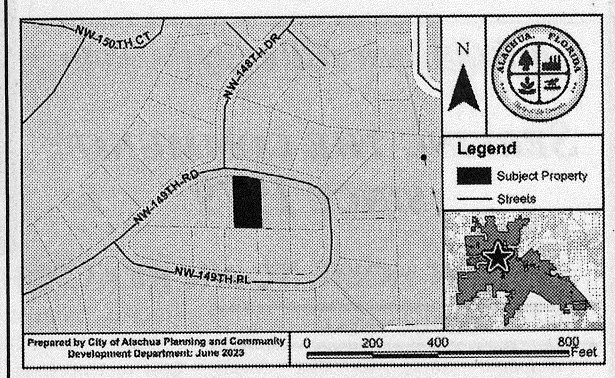
At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the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

(Published: Alachua County Today - July 13, 2023)

City of ALACHUA

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on July 24, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Anna Diekemper and Anthony Meyer, property owners, for consideration of a minor subdivision / replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet on the subject property located at 14881 NW 149th Road; Tax Parcel 03863-020-053; FLUM: Moderate Density Residential; Zoning: Residential Single Family – 3 (RSF-3).



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

(Published: Alachua County Today - July 13, 2023)

City of NEWBERRY

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE BY CITY COMMISSION, NEWBERRY, FLORIDA

NOTICE IS HEREBY GIVEN that the proposed Ordinance Number 2023-14, which title hereinafter appears, will be considered for final enactment on Monday, the 24th day of July 2023, at the City Commission meeting starting at 7:00 p.m., in the City Hall at 25440 Newberry Road, Newberry, Florida. A copy of said Ordinance may be inspected by any member of the public at the office of the Clerk of the Commission in the City Hall, Newberry, Florida. On the date first above mentioned, all interested parties may appear and be heard with respect to the proposed ordinance.

ORDINANCE NUMBER 2023-14

AN ORDINANCE OF THE COMMISSION OF CITY COMMISSIONERS OF CITY OF NEWBERRY, FLORIDA, REGARDING IMPACT FEES; CREATING A NEW CHAPTER 87 OF THE CITY OF NEWBERRY CODE OF ORDINANCES ENTITLED IMPACT FEES; PROVIDING GENERAL DEFINITIONS; PROVIDING RULES OF CONSTRUCTION AND GENERAL LEGISLATIVE FINDINGS; PROVIDING ADMINISTRATIVE PROVISIONS RELATED TO THE IMPOSITION, COLLECTION, AND USE OF IMPACT FEES; PROVIDING FOR EXEMPTIONS, ALTERNATIVE IMPACT FEES, AND DEVELOPER CONTRIBUTION CREDITS; PROVIDING FOR IMPACT FEE REVIEW HEARINGS AND NOTICE REQUIREMENTS GOVERNING THE ADOPTION OF IMPACT FEES OR INCREASE OF IMPACT FEE RATES; PROVIDING FOR THE REVIEW OF IMPACT FEES AND FOR ADMINISTRATIVE COSTS; PROVIDING DEFINITIONS AND LEGISLATIVE FINDINGS RELATED TO TRANSPORTATION IMPACT FEES; PROVIDING FOR THE IMPOSITION, COLLECTION, AND USE OF TRANSPORTATION IMPACT FEES; PROVIDING DEFINITIONS AND LEGISLATIVE FINDINGS RELATED TO PUBLIC BUILDING IMPACT FEES; PROVIDING FOR THE IMPOSITION, COLLECTION, AND USE OF PUBLIC BUILDING IMPACT FEES; PROVIDING FOR NOTICE OF IMPACT FEE RATES; PROVIDING FOR SEVERABILITY, CODIFICATION, LIBERAL CONSTRUCTION, AND PROVIDING AN EFFECTIVE DATE.

The public hearing(s) may be continued to one or more future dates. Any interested party shall be advised that the date, time, and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published.

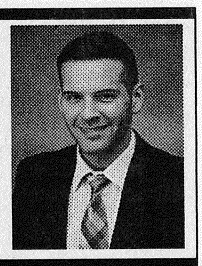
All persons are advised that, if they decided to appeal any decision made at the public hearing(s), they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation for attendance at this meeting should contact MV Transportation, Inc. at 352-375-2784, no later than 72 hours prior to the proceeding. If hearing impaired, call the Florida Relay System at 800-955-8770.

(Published: Alachua County Today - July 13, 2023)

BOUKARI LAW, P.A.
www.BoukariLaw.com

H. BRYAN BOUKARI
ATTORNEY
● REAL ESTATE TRANSACTIONS
● BOUNDARY LINE DISPUTES
● LANDLORD/TENANT
● PUBLIC EMPLOYMENT
● REAL ESTATE LITIGATION



14804 Main Street, Alachua, Florida ● Telephone (386) 462-7LAW (7529)

AFFIDAVIT FOR POSTED LAND USE SIGN

I Debbie Wallen, POSTED THE LAND USE
(name)
SIGN ON 6-22-23 FOR THE Replat of Lot 53, Wyndswept Hills
(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.

Debbie Wallen
(signature)

1 (one)
(number of signs)

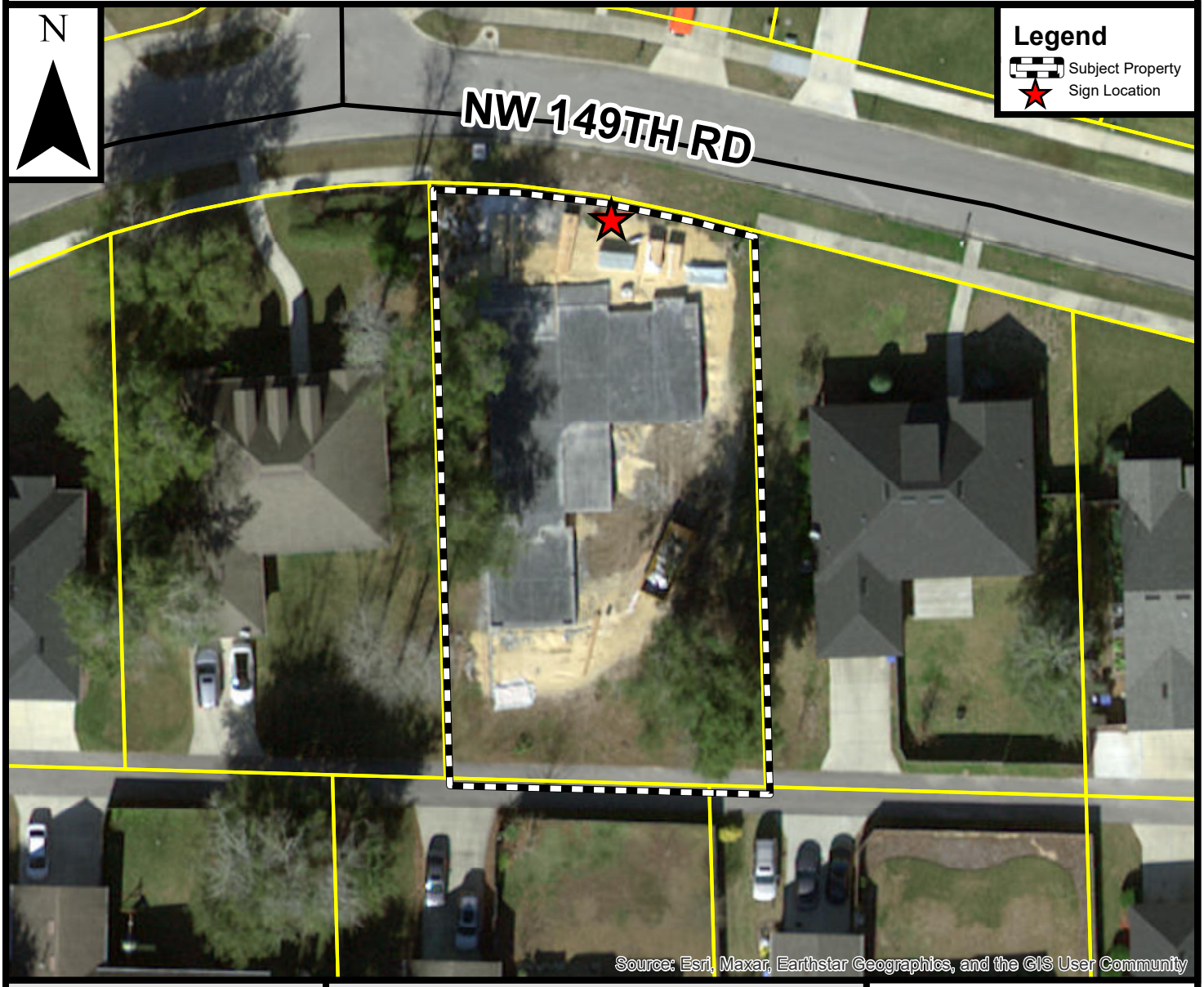
IMPORTANT INFORMATION REGARDING POSTED NOTICE SIGNS

Pursuant to Section 2.2.9(D) of the City's Land Development Regulations, posted notice signs must be placed on the land that is the subject of the application, along each street which is adjacent to or runs through the land in a manner that makes them clearly visible. Signs shall be posted at intervals of not more than 400 feet when the land subject to the application has less than 1,500 feet of road frontage. When the land subject to the application has 1,500 feet or more of road frontage, signs shall be posted at intervals of not more than 1,320 feet.

Signs shall be inspected by the City subsequent to their posting. The applicant shall be responsible for ensuring that the posted notice is maintained on the land subject to the application until the completion of the final public hearing on the application.

Signs must be removed by the applicant and returned to the City within ten days after the final decision on the application.

Replat of Lot 53, Wyndswept Hills
Minor Subdivision



Prepared by the City of Alachua
Planning & Community Development Department

Prepared June 2023

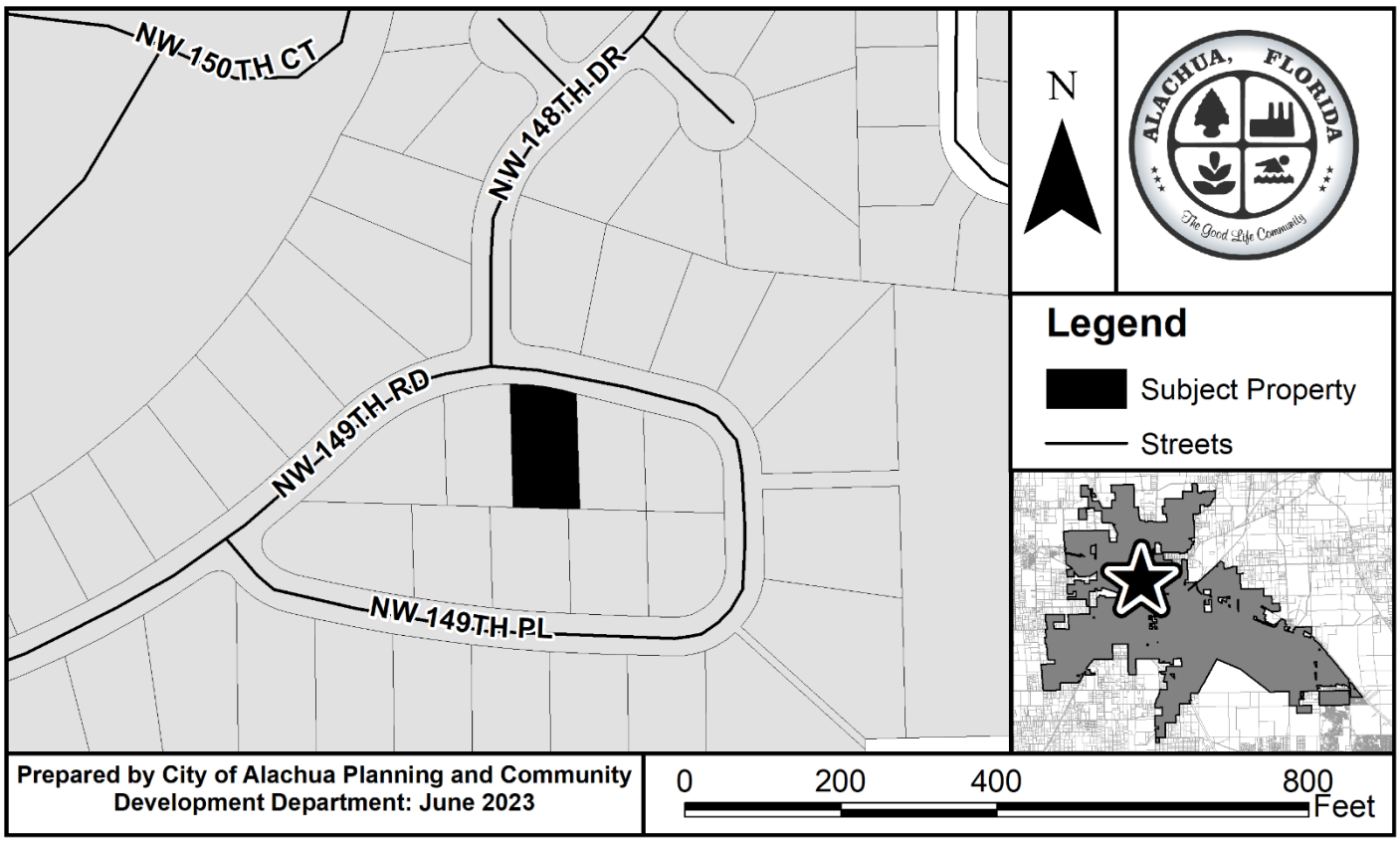
DISCLAIMER: Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The burden of determining accuracy, timeliness, or completeness for use rests solely on the requestor. The City makes no warranties, expressed or implied, as to the use of the data. The requestor acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and in a constant state of maintenance, correction, and update.

0 15 30 60 Feet

Mailed on 7/10/23
JWT

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on July 24, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Anna Diekemper and Anthony Meyer, property owners, for consideration of a minor subdivision / replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet on the subject property located at 14881 NW 149th Road; Tax Parcel 03863-020-053; FLUM: Moderate Density Residential; Zoning: Residential Single Family – 3 (RSF-3).



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

AVERY 5160
Easy Peel Address Labels
Bend along line to expose Pop-up Edge
Go to avery.com/templates
Use Avery Template 5160

03863-020-010
DENNIS GUY DURRELL & VALERIE KAY
14812 NW 149TH RD
ALACHUA, FL 32615

03863-020-009
GRAYSON & JAVERS
14834 NW 149TH RD
ALACHUA, FL 32615

03863-020-015
YOUNG ANTWAN A & RENEE A
14843 NW 149TH PL
ALACHUA, FL 32615

03863-020-054
WELLS TYLER & COURTNEY
14857 NW 149TH RD
ALACHUA, FL 32615

03863-020-007
WHITE MARCI
14878 NW 149TH RD
ALACHUA, FL 32615

03863-020-017
KEENE BEVERLY A TRUSTEE
14907 NW 149TH PL
ALACHUA, FL 32615

03863-020-046
CHOPADA NISHA RAMAN
14921 NW 150TH LN
ALACHUA, FL 32615

03863-020-012
HILL THOMAS L II & STACY L
14949 NW 148TH WAY
ALACHUA, FL 32615

03863-020-060
CLAYTON DANIEL LEE & REBECKA
14970 NW 149TH PL
ALACHUA, FL 32615

03863-020-019
MILLAN TERANCE F & SUSAN B
14989 NW 149TH PL
ALACHUA, FL 32615

03863-020-003
PROWANT CHRISTOPHER A & CHRISTINA K
14816 NW 151ST LN
ALACHUA, FL 32615

03863-020-056
HANCOCK-SMITH & SMITH M/C
14838 NW 149TH PL
ALACHUA, FL 32615

03863-020-005
FORD & GOODE
14849 NW 151ST LN
ALACHUA, FL 32615

03863-020-057
MCKNIGHT MARY A
14864 NW 149TH PL
ALACHUA, FL 32615

03863-020-053
BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

03863-020-052
CUNNINGHAM SALLY ALEXIS
14913 NW 149TH RD
ALACHUA, FL 32615

03863-020-059
CASWELL CHAD W & LAURA K
14936 NW 149TH PL
ALACHUA, FL 32615

03863-020-047
MONTALVO MARITZA AMALY RIVERA
14953 NW 150TH LN
ALACHUA, FL 32615

03863-020-011
DAVIS & FLAHERTY
14971 NW 148TH WAY
ALACHUA, FL 32615

03864-003-000
SYLVA VICTORIA LIFE ESTATE
15006 NW 147TH AVE
ALACHUA, FL 32615

03863-020-004
PASCALE & PASCALE
14825 NW 151ST LN
ALACHUA, FL 32615

03863-020-055
NIEDERKOHR DEAN A JR & CAROLYN H
14839 NW 149TH RD
ALACHUA, FL 32615-0247

03863-020-008
TIGHE JEFFREY M & RACHEL L LIFE ESTATE
14856 NW 149TH RD
ALACHUA, FL 32615

03863-020-016
MAKOVIC JAMES E & SHANNON E
14875 NW 149TH PL
ALACHUA, FL 32615

03863-020-058
WILEY CHRIS DANIEL & TARA ELIZABETH
14892 NW 149TH PL
ALACHUA, FL 32615

03863-020-013
ESSEGBEY JAMES & JOSCELYN
14915 NW 148TH WAY
ALACHUA, FL 32615

03863-020-018
THOMPSON RONALD W & SANDRA J
14941 NW 149TH PL
ALACHUA, FL 32615

03863-020-051
AHLERS & SOWALSKY
14955 NW 149TH RD
ALACHUA, FL 32615

03863-020-043
PERRYMAN TONY B & TRENETTA L
14972 NW 149TH RD
ALACHUA, FL 32615

03863-020-044
HOWELL PAMELA C
15006 NW 148TH DR
ALACHUA, FL 32615

Pat: avery.com/patents
Étiquettes d'adresse Easy Peel
Repliez à la hachure afin de révéler le rebord Pop-up
Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

AVERY 5160
Easy Peel Address Labels
Bend along line to expose Pop-up Edge
Go to avery.com/templates
Use Avery Template 5160

03863-020-042
OSBURN & OSBURN
15014 NW 149TH RD
ALACHUA, FL 32615

03863-020-020
DEBOSE GREGORY J & LOLA J
15035 NW 149TH PL
ALACHUA, FL 32615

03863-020-021
SANDERS MARK STUART &
BEVERLY HALE
15077 NW 149TH RD
ALACHUA, FL 32615

03864-002-000
MARACIC GREGORY
PO BOX 1
ALACHUA, FL 32616-0001

03863-020-006
JONAS LARRY M & LINDA F
PO BOX 88
ALACHUA, FL 32616-0088

03863-020-045
MCCOLLUM TRUSTEE & MCCOLLUM
TRUSTEE
15028 NW 148TH DR
ALACHUA, FL 32615

03863-020-041
RUBINS ED
15040 NW 149TH RD
ALACHUA, FL 32615

03863-020-014
WAGNER RICHARD E
3416 S ASHWOOD DR
BLOOMINGTON, IN 47401

03864-001-000
ENNEIS REBECCA A LIFE ESTATE
PO BOX 1723
ALACHUA, FL 32616

03605-020-024
FITZGERALD KATHLEEN E
15030 NW 147TH DR
ALACHUA, FL 32615-5305

03863-020-040
ROVANSEK KIMBERLY
15068 NW 149TH RD
ALACHUA, FL 32615

03869-007-001
ALACHUA DEVELOPMENT LLC
5405 CYPRESS CENTER DR STE 320
TAMPA, FL 33609

03863-020-000
WYNDSWEPT HILLS HOMEOWNERS
ASSOCIATION INC
PO BOX 310
ALACHUA, FL 32616-0310

Pat: avery.com/patents
Étiquettes d'adresse Easy Peel
Repliez à la hachure afin de révéler le rebord Pop-up
Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

Étiquettes faciles à peler
Utilisez le gabarit AVERY® 5160®

Repliez à la hachure afin de révéler le rebord Pop-Up™

Sens de chargement

www.avery.com
1-800-GO-AVERY

Linda Dixon, AICP
Assistant Director Planning
PO Box 115050
Gainesville, FL 32611

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

Joseph & Phyllis Strickland
14103 NW 156th Place
Alachua, FL 32615

Lynda Coon
7216 NW 126 Avenue
Alachua, FL 32615

Tamara Robbins
PO Box 2317
Alachua, FL 32616

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

Lynn Horton
19005 NW 139th Avenue
Alachua, FL 32615

Jean Calderwood
14095 NW 174th Ave
Alachua, FL 32615

Easy Peel® Labels
Use Avery® Template 5160®

Feed Paper

Bend along line to expose Pop-Up Edge™

AVERY® 5160®

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: Convergence Research Park Residential Phase 2 Final Plat: A request by Kevin Smith, PSM, of Causseaux, Hewett, & Walpole, Inc., applicant and agent, for San Felasco Research Ventures, LLC, property owner, for consideration of the Final Plat for Convergence Research Park Residential Phase 2, which proposes to subdivide a ±32.27 acre subject property into a total of 103 lots with associated common areas and road right-of-way; Consisting of portions of Tax Parcel Numbers 03970-000-000 and 03929-000-000 (Quasi-Judicial Hearing).
PREPARED BY: Justin Tabor, AICP, Principal Planner

RECOMMENDED ACTION:
Based upon the competent substantial evidence presented at this hearing and the presentation before this Commission, and Staff's recommendation, the Commission finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and:

1. Approves the Final Plat of Phase 2 of Convergence Research Park Residential ("Final Plat");
2. Approves the "Subdividers Agreement for Convergence Research Park Residential Phase 2" ("Subdividers Agreement");
3. Authorizes the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement;
4. Accepts the Common Law Performance Bond from San Felasco Research Ventures, LLC in the amount of $5,592,000.00 as the surety instrument for infrastructure improvements, other than the house sidewalks; and
5. Accepts the Common Law Performance Bond from San Felasco Research Ventures, LLC in the amount of $233,654.40 as the surety instrument for the house sidewalks.

Summary

This application is a request by Kevin Smith, PSM, of Causseaux, Hewett, & Walpole,

Inc., applicant, and agent for San Felasco Research Ventures, LLC, property owner, for consideration of the final plat of Phase 2 of Convergence Research Park Residential, which proposes to subdivide a ±32.27 acre subject property into a total of 103 lots with associated common areas and road right-of-way.

The subject property consists of portions of Parcel Numbers 03970-000-000 and 03929-000-000 and is located south of San Felasco Parkway, north of Shaw Farms of Alachua and Alachua Highlands, and east of County Road 241.

The preliminary plat for the Convergence Research Park Residential subdivision was approved by the City Commission on October 12, 2021. The Convergence Research Park Residential subdivision is comprised of three (3) phases and will consist of lots ranging in size from ±5,750 square feet to ±15,500 square feet, with the majority of lots between ±5,750 square feet and ±10,000 square feet. The subdivision includes a series of common areas throughout the subject property and along the northern, eastern, and western boundaries. Pedestrian pathways ranging in width from eight (8) feet to twelve feet are proposed within these common areas. A stub-out of the pedestrian pathway system is provided to the east of the project area. The pedestrian network will also connect to existing sidewalks located along San Felasco Parkway. The final plat for Phase 1 was approved by the City Commission on June 13, 2022. Infrastructure improvements within Phase 1 have been completed and a certificate of completion was issued on December 22, 2022. Residential construction is currently ongoing in Phase 1.

Two (2) vehicular access points will be provided to San Felasco Parkway for the Convergence Research Park Residential subdivision. The first of these connections was constructed with Phase 1. The second connection will be constructed as part of the Phase 2 improvements. Development within the subdivision will connect to potable water and wastewater facilities. Stormwater for the Convergence Research Park Residential subdivision will be conveyed to and treated within three (3) stormwater management facilities located in common areas located in the southern, eastern, and western boundaries of the site. Two (2) of these basins were constructed with Phase 1. An existing stormwater basin constructed as part of the development of San Felasco Parkway will be expanded as part of the Phase 2 improvements. An analysis of the development's impact on other public facilities, including transportation, potable water, sanitary sewer, solid waste, and public schools, is provided in the staff report.

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

ATTACHMENTS:

Description

- Final Plat - Convergence Research Park Residential Phase 2
- Staff Report & Staff Supporting Materials
- Application & Supporting Materials
- Subdividers Agreement for Convergence Research Park Residential Phase 2
- Letter of Title Opinion

- Public Notice Materials for the 7/24/2023 City Commission Hearing

CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE II

LOCATED IN FRACTIONAL SECTIONS 23 & 26 F.R. SANCHEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW Professional Consultants

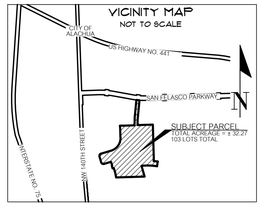
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com

est. 1988 FLORIDA CA-5075

PLAT BOOK__,PAGE __

SHEET ONE OF THREE

VICINITY MAP
NOT TO SCALE



DESCRIPTION: (BY THIS SURVEYOR)

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 26, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 26; THENCE NORTH 88°11'56" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 26, A DISTANCE OF 40.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (A.K.A. NORTHWEST 140TH STREET); HAVING AN 80 FOOT RIGHT-OF-WAY; THENCE SOUTH 02°05'16" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 327.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11419.16 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°39'24" EAST, 630.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°09'44", AN ARC LENGTH OF 630.26 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°14'16" EAST, A DISTANCE OF 370.10 FEET TO THE SOUTH LINE OF SAID LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 88°16'47" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 435.44 FEET; THENCE NORTH 88°20'20" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 345.34 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING THE SOUTH LINE OF AFOREMENTIONED LANDS AND THROUGH THE FOLLOWING TWENTY (20) COURSES AND DISTANCES (1) NORTH 11°04'32" WEST, 130.63 FEET; (2) THENCE NORTH 16°41'56" WEST, 125.00 FEET; (3) THENCE SOUTH 73°18'04" WEST, 34.32 FEET; (4) THENCE NORTH 16°41'56" WEST, 70.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 14.14 FEET; (5) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 15.71 FEET; (6) THENCE NORTH 16°41'56" WEST, 95.00 FEET; (7) THENCE SOUTH 73°18'04" WEST, 194.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 61°41'56" WEST, 77.78 FEET; (8) THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (9) THENCE NORTH 16°41'56" WEST, 170.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 77.78 FEET; (10) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (11) THENCE NORTH 73°18'04" EAST, 279.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°48'15" EAST, 307.84 FEET; (12) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°59'38", AN ARC LENGTH OF 319.10 FEET; TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°18'15" EAST, 131.69 FEET; (13) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°00'22", AN ARC LENGTH OF 132.51 FEET; (14) THENCE NORTH 1°41'56" WEST, 236.37 FEET; (15) THENCE NORTH 4°15'02" WEST, 75.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1535.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 87°01'31" EAST, 68.36 FEET; (16) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°33'06", AN ARC LENGTH OF 68.36 FEET; (17) THENCE NORTH 88°18'04" EAST, 315.00 FEET; (18) THENCE NORTH 1°41'56" WEST, 47.49 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 130.96 FEET; (19) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 131.05 FEET; (20) THENCE NORTH 5°31'15" EAST, A DISTANCE OF 487.64 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN FELASCO PARKWAY (VARYING RIGHT-OF-WAY) AND THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 84°28'45" EAST, 80.00 FEET; THENCE EAST ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED PARKWAY, THROUGH A CENTRAL ANGLE OF 2°41'47", AND AN ARC LENGTH OF 80.01 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 5°31'15" WEST, A DISTANCE OF 487.64 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 120.89 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 120.97 FEET; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 400.00 FEET TO THE NORTHWEST CORNER OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, RECORDED IN PLAT BOOK 38, PAGE 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY FLORIDA; THENCE THROUGH THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE WEST BOUNDARY OF AFOREMENTIONED PLAT (1) SOUTH 1°41'56" EAST, 896.43 FEET; (2) THENCE SOUTH 5°24'03" WEST, 60.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1720.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°48'07" EAST, 107.88 FEET; (3) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°35'39", AN ARC LENGTH OF 107.90 FEET; (4) THENCE SOUTH 8°59'43" WEST, 125.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1595.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 88°17'10" WEST, 404.30 FEET; (5) THENCE WEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'44", AN ARC LENGTH OF 405.39 FEET; (6) THENCE SOUTH 15°55'58" EAST, 293.99 FEET TO THE SOUTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466, PAGE 377 AND THE SOUTHWEST CORNER OF AFOREMENTIONED PLAT, PUBLIC RECORDS OF ALACHUA COUNTY; THENCE ALONG THE SOUTH LINE OF SAID O.R. BOOK AND PAGE SOUTH 88°20'20" WEST, A DISTANCE OF 747.60 FEET BACK TO THE **POINT OF BEGINNING**.

CONTAINING 32.27 ACRES, MORE OR LESS.

SUBDIVIDER:

SAN FELASCO RESEARCH VENTURES, LLC.
PO BOX 238
LAKE BUTLER, FLORIDA 32054

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM F.I.R.M. PANEL NO. 12001C0140D, EFFECTIVE DATE: JUNE 16, 2006.

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

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

SURVEYOR'S NOTE:

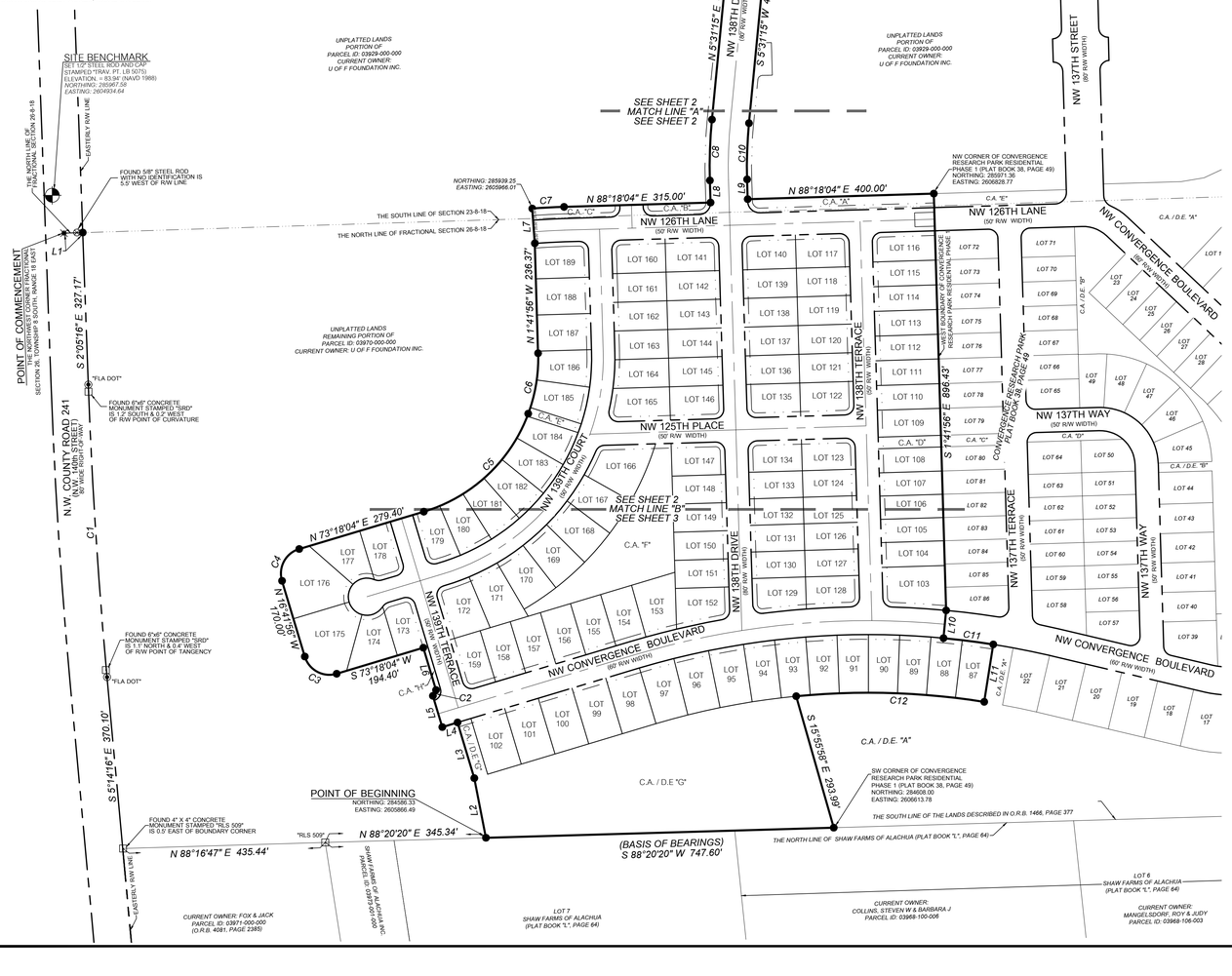
1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH, STATE PLANE FLORIDA NORTH ZONE. LINE FOR BASIS OF BEARINGS IS THE SOUTHERLY LINE OF SUBJECT PARCEL YIELDING A BEARING OF SOUTH 88°20'20" WEST.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1':10.000'.
3. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AS PROJECTED FROM FDOT BENCHMARK BM0267/AD1; PUBLISHED ELEVATION = 78.22 FEET (NAVD88).
4. ALL LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091(9) OF THE FLORIDA STATUTES.
5. THE COMMON AREAS SHOWN HEREON WILL BE CONVEYED TO SAN FELASCO HOMEOWNERS ASSOCIATION, INC. BY A SEPARATE DOCUMENT, UNLESS OTHERWISE STATED IN THE OWNERS CERTIFICATION AND DEDICATION.
6. NO BUILDING SHALL BE CONSTRUCTED WITHIN 5 FEET OF A SANITARY SEWER CLEANOUT.
7. COMMON AREAS SHOWN HEREON AND HEREIN CONTAIN A TOTAL OF 232,132 SQUARE FEET (5.329 ACRES).
8. STREET NAMES SHOWN HEREON WERE FURNISHED BY ALACHUA COUNTY'S ENHANCED 911 OFFICE.
9. THIS PLAT CONSISTS OF THREE SHEETS. EACH SHEET IS INCOMPLETE WITHOUT THE OTHER.
10. INDIVIDUAL LOT SIDE LINES ARE RADIAL, UNLESS OTHERWISE NOTED.
11. *FFE = MINIMUM FFE TO BE AT LEAST 6" ABOVE THE LOWEST UPSTREAM SANITARY SEWER MANHOLE TOP OR THE LOT MUST HAVE AN APPROVED SEWAGE BACKWATER VALVE (BWV) INSTALLED ON THE SANITARY SEWER LATERAL, UPSTREAM OF THE CLEANOUT; THE FFE MUST MEET THE ELEVATION LISTED (OR HAVE THE BACKWATER VALVE) AND BE 18 INCHES ABOVE THE CLEANOUT INVERT ELEVATION FOR THAT LOT, WHICHEVER IS HIGHER.
12. **FFE = TWO MINIMUM FLOOD ELEVATIONS AND A LOWEST LOT ELEVATION WERE CALCULATED FOR LOTS WITHIN THE 100 YEAR FLOOD PLAIN AND ADJACENT TO STORMWATER BASINS. THE MINIMUM FFES WERE CALCULATED BY ADDING 1 FOOT TO THE DESIGN HIGH WATER ELEVATIONS AND THE LOWEST LOT ELEVATION. THE FFE SHOWN ON EACH LOT IS THE HIGHEST OF THE THREE CALCULATED MINIMUM FFES.
13. NOTE THAT ALL LOTS HAVE THE *FFE SHOWN FOR SANITARY SEWER REQUIREMENTS. ONLY LOTS ADJACENT TO STORMWATER BASINS AND/OR FLOOD PLAINS HAVE THE **FFE SHOWN FOR THE FLOOD ELEVATION. EACH LOT MUST BE EVALUATED ON A CASE BY CASE BASIS AND WITH THE ELEVATIONS SHOWN ON THE LOT INFORMATION ABOVE TO DETERMINE THE FINAL APPROPRIATE FFE FOR THE LOT.
14. BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
    - FRONT: 20' - SIDE: 5' - SIDE (STREET): 10' - REAR: 10'

LEGEND:

FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
PB. = PLAT BOOK
PG. = PAGE
(NR) = NON-RADIAL
P.U.E. = PUBLIC UTILITY EASEMENT
B.S.L. = BUILDING SETBACK LINES
MFFE = MINIMUM FINISHED FLOOR ELEVATION
C.A. = COMMON AREA
D.E. = DRAINAGE EASEMENT
S.F. = SQUARE FEET
23-8-18 = SECTION 23, TOWNSHIP 8 SOUTH, RANGE 18 EAST

● = SET 5/8" STEEL ROD & CAP (MARKED CHW PRM LB 5075)
▲ = SET NAIL AND DISK (MARKED CHW PCP LB 5075)
◉ = FOUND 5/8" STEEL ROD & CAP (MARKED AS NOTED)
▣ = FOUND 4"X4" CONCRETE MONUMENT (MARKED AS NOTED)
◔ = BENCHMARK

GRAPHIC SCALE
0 75 150 300
1" = 150'



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 88°11'56" E	40.45'
L2	N 11°04'32" W	130.63'
L3	N 16°41'56" W	125.00'
L4	S 73°18'04" W	34.32'
L5	N 16°41'56" W	70.00'
L6	N 16°41'56" W	95.00'
L7	N 4°15'02" W	75.00'
L8	N 1°41'56" W	47.49'
L9	S 1°41'56" E	42.49'
L10	S 5°24'03" W	60.00'
L11	S 8°59'43" W	125.00'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	630.26'	11419.16'	3°09'44"	315.21'	630.18'	S 3°39'24" E
C2	15.71'	10.00'	90°00'00"	10.00'	14.14'	N 28°18'04" E
C3	86.39'	55.00'	90°00'00"	55.00'	77.78'	N 61°41'56" W
C4	86.39'	55.00'	90°00'00"	55.00'	77.78'	N 28°18'04" E
C5	319.10'	345.00'	52°59'38"	171.99'	307.84'	N 46°48'15" E
C6	132.51'	345.00'	22°00'22"	67.08'	131.69'	N 9°18'15" E
C7	68.36'	1535.00'	2°33'06"	34.19'	68.36'	N 87°01'31" E
C8	131.05'	1040.00'	7°13'11"	65.61'	130.96'	N 1°54'40" E
C9	80.01'	1700.00'	2°41'47"	40.01'	80.00'	S 84°28'45" E
C10	120.97'	960.00'	7°13'11"	60.56'	120.89'	S 1°54'40" W
C11	107.90'	1720.00'	3°35'39"	53.97'	107.88'	S 82°48'07" E
C12	405.39'	1595.00'	14°33'44"	203.79'	404.30'	N 88°17'10" W

OWNER'S CERTIFICATION AND DEDICATION

SAN FELASCO RESEARCH VENTURES, LLC., DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE II" - AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHT-OF-WAYS AS SHOWN HEREON; AND DOES HEREBY DEDICATE THE USE OF DRAINAGE EASEMENTS TO THE PUBLIC FOR THE RIGHT TO DISCHARGE STORM WATER, MAINTENANCE OF THE DRAINAGE EASEMENTS WILL BE THE SOLE RESPONSIBILITY OF SAN FELASCO HOMEOWNERS ASSOCIATION, INC.; AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON SHALL BE MADE ACCESSIBLE TO PUBLIC SERVICE VEHICLES.

WITNESS _____ _____

BY:

WITNESS _____

ACKNOWLEDGEMENT (STATE OF FLORIDA, COUNTY OF ALACHUA)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, _____, KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT HE EXECUTED THIS INSTRUMENT AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____DAY OF _____ A.D. 2023

_____
NOTARY PUBLIC-STATE OF FLORIDA

COMMISSION EXPIRES:_____

COMMISSION NO.:_____

MORTGAGEE'S APPROVAL

AGAMERICA LENDING LLC, HOLDER OF THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4964, PAGE 1053, CORRECTED IN BOOK 4969, PAGE 2370 AND ASSIGNED IN BOOK 4969, PAGE 1782, AND THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4964, PAGE 1086, ASSIGNMENT IN BOOK 4964, PAGE 1785 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.

DATED: _____ MORTGAGEE: _____

BY: _____

WITNESS _____

TITLE: _____

WITNESS _____

ACKNOWLEDGEMENT (STATE OF FLORIDA, COUNTY OF ALACHUA)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, _____, KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT HE EXECUTED THIS INSTRUMENT AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____DAY OF _____ A.D. 2023

_____
NOTARY PUBLIC-STATE OF FLORIDA

COMMISSION EXPIRES:_____

COMMISSION NO.:_____

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

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

_____
MAYOR

ATTEST:

_____ _____
CITY MANAGER FILED FOR RECORD ON

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

_____
EXAMINED ON

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:

_____
CITY ATTORNEY

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS _____DAY OF _____, A.D. 2023

_____
CLERK OF THE COURT

_____ _____
BY DATE

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR & MAPPER

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

BY: _____ DATE_____

SURVEYOR'S CERTIFICATION

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

_____ _____
DATE

ANDREW KEVIN SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7132
CHW, INC. LB NO. 5075
11801 RESEARCH DRIVE
ALACHUA, FL 32615

Tech: kevin Plot Date: Jun 19,2023 7:56am Filename: C:\Jobs\Resources\Temp\AcPublish_16680\21-0155.15 PHASE 2 PLAT.dwg

CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE II

LOCATED IN FRACTIONAL SECTIONS 23 & 26
F.R. SANCHEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

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

PLAT BOOK__,PAGE __
SHEET TWO OF THREE

GRAPHIC SCALE
0 25 50 100
1" = 50'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C5	319.10'	345.00'	52°59'38"	171.99'	307.84'	N 46°48'15" E
C6	132.51'	345.00'	22°00'22"	67.08'	131.69'	N 9°18'15" E
C7	68.36'	1535.00'	2°33'06"	34.19'	68.36'	N 87°01'31" E
C8	131.05'	1040.00'	7°13'11"	65.61'	130.96'	N 1°54'40" E
C9	80.01'	1700.00'	2°41'47"	40.01'	80.00'	S 84°28'45" E
C10	120.97'	960.00'	7°13'11"	60.56'	120.89'	S 1°54'40" W
C13	126.01'	1000.00'	7°13'11"	63.09'	125.92'	S 1°54'40" W
C14	66.13'	1485.00'	2°33'06"	33.07'	66.13'	S 87°01'31" W
C15	634.87'	485.00'	75°00'01"	372.16'	590.50'	N 35°48'05" E
C16	675.00'	1750.00'	22°05'59"	341.75'	670.82'	S 84°21'04" W
C17	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C18	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C19	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 43°18'04" E
C20	67.25'	1510.00'	2°33'06"	33.63'	67.24'	S 87°01'31" W
C21	65.02'	1460.00'	2°33'06"	32.52'	65.02'	S 87°01'31" W
C22	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C23	607.37'	460.00'	75°39'04"	357.14'	564.20'	N 36°07'36" E
C24	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 43°18'04" W
C25	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C26	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 43°18'04" E
C27	36.46'	20.00'	104°26'31"	25.80'	31.62'	S 39°28'40" E
C28	128.55'	510.00'	14°26'31"	64.62'	128.21'	N 5°31'20" E
C29	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 46°41'56" E
C30	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 43°18'04" E
C31	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C32	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 43°18'04" W
C33	39.27'	25.00'	90°00'00"	25.00'	35.36'	S 46°41'56" E
C34	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 43°18'04" W
C35	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C36	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 43°18'04" W
C37	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C38	22.76'	20.00'	65°12'55"	12.79'	21.56'	S 55°41'37" W
C48	446.97'	510.00'	50°12'55"	238.98'	432.81'	N 48°11'37" E
C57	18.85'	510.00'	2°07'05"	9.43'	18.85'	N 0°38'23" W
C58	62.00'	510.00'	6°57'56"	31.04'	61.96'	N 3°54'07" E
C59	47.70'	510.00'	5°21'31"	23.87'	47.68'	N 10°03'50" E
C60	76.71'	460.00'	9°33'18"	38.45'	76.62'	N 3°04'43" E
C61	80.98'	460.00'	10°05'11"	40.59'	80.87'	N 12°53'58" E
C62	19.99'	460.00'	2°29'22"	9.99'	19.98'	N 19°11'14" E
C63	75.91'	460.00'	9°27'20"	38.04'	75.83'	N 25°09'35" E
C64	74.94'	460.00'	9°20'02"	37.55'	74.85'	N 34°33'16" E
C65	74.94'	460.00'	9°20'05"	37.56'	74.86'	N 43°53'19" E
C66	36.60'	345.00'	6°04'42"	18.32'	36.58'	N 70°15'43" E
C67	56.20'	345.00'	9°20'02"	28.16'	56.14'	N 62°33'21" E
C68	56.24'	345.00'	9°20'21"	28.18'	56.17'	N 53°13'10" E
C69	56.17'	345.00'	9°19'42"	28.15'	56.11'	N 43°53'08" E
C70	56.20'	345.00'	9°20'02"	28.16'	56.14'	N 34°33'16" E
C71	51.67'	345.00'	8°34'50"	25.88'	51.62'	N 25°35'50" E
C72	6.02'	345.00'	0°59'59"	3.01'	6.02'	N 20°48'26" E
C73	13.99'	345.00'	2°19'27"	7.00'	13.99'	N 19°08'43" E
C74	60.98'	345.00'	10°07'37"	30.57'	60.90'	N 12°55'11" E
C75	57.53'	345.00'	9°33'18"	28.83'	57.47'	N 3°04'43" E
C76	181.38'	485.00'	21°25'39"	91.76'	180.32'	N 9°00'54" E
C77	453.49'	485.00'	53°34'22"	244.85'	437.15'	N 46°30'54" E
C78	464.68'	625.00'	42°35'54"	243.67'	454.05'	S 38°28'28" W
C79	134.17'	625.00'	12°18'00"	67.35'	133.91'	S 23°19'31" W
C80	82.63'	625.00'	7°34'28"	41.37'	82.57'	S 33°15'46" W
C84	56.87'	510.00'	6°23'22"	28.47'	56.84'	N 26°16'51" E
C85	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 33°15'46" E
C86	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 40°50'14" E
C87	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 48°24'43" E
C91	74.93'	460.00'	9°19'59"	37.55'	74.85'	N 53°13'21" E
C140	40.00'	1700.00'	1°20'54"	20.00'	40.00'	S 83°48'18" E
C141	40.00'	1700.00'	1°20'54"	20.00'	40.00'	S 85°09'12" E

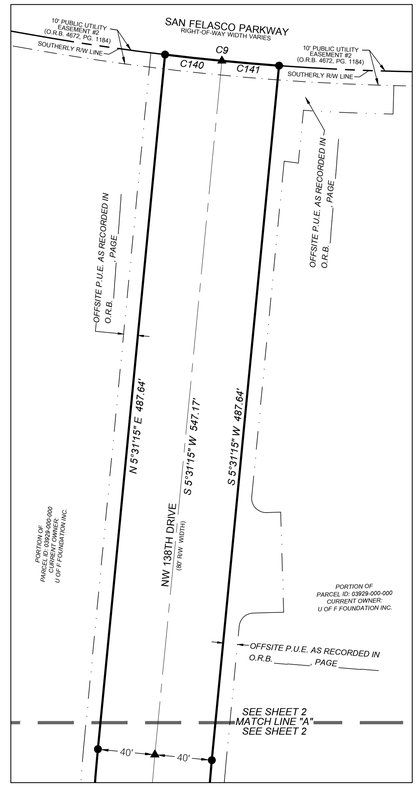
LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L7	N 4°15'02" W	75.00'
L8	N 1°41'56" W	47.49'
L9	S 1°41'56" E	42.49'
L10	S 5°24'03" W	60.00'
L12	N 1°41'56" W	5.00'
L13	N 1°41'56" W	5.00'

SURVEYOR'S NOTE:

1. THIS PLAT CONSISTS OF THREE SHEETS, EACH SHEET IS INCOMPLETE WITHOUT THE OTHER. SEE SHEET ONE FOR COMPLETE SURVEYOR'S NOTES.

LEGEND:

FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
PB. = PLAT BOOK
PG. = PAGE
(NR) = NON-RADIAL
P.U.E. = PUBLIC UTILITY EASEMENT
B.S.L. = BUILDING SETBACK LINES
MFFE = MINUMU FINISHED FLOOR ELEVATION
C.A. = COMMON AREA
D.E. = DRAINAGE EASEMENT
S.F. = SQUARE FEET
● = SET 5/8" STEEL ROD & CAP (MARKED CHW PRM LB 5075)
▲ = SET NAIL AND DISK (MARKED CHW PCP LB 5075)
◉ = FOUND 5/8" STEEL ROD & CAP (MARKED AS NOTED)
⊡ = FOUND 4"X4" CONCRETE MONUMENT (MARKED AS NOTED)
◔ = BENCHMARK



Tech: kenn Plot Date: Jun 19,2023 7:36am Filename: C:\Acad\Resources\Temp\AcPublish_18900\21-0105.13 PHASE 2 PLAT.dwg

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C2	15.71'	10.00'	90°00'00"	10.00'	14.14'	N 28°18'04" E
C3	86.39'	55.00'	90°00'00"	55.00'	77.78'	N 61°41'56" W
C4	86.39'	55.00'	90°00'00"	55.00'	77.78'	N 28°18'04" E
C5	319.10'	345.00'	52°59'38"	171.99'	307.84'	N 46°48'15" E
C6	132.51'	345.00'	22°00'22"	67.08'	131.69'	N 9°18'15" E
C11	107.90'	1720.00'	3°35'39"	53.97'	107.88'	S 82°48'07" E
C12	405.39'	1595.00'	14°33'44"	203.79'	404.30'	N 88°17'10" W
C15	634.87'	485.00'	75°00'01"	372.16'	590.50'	N 35°48'05" E
C16	675.00'	1750.00'	22°05'59"	341.75'	670.82'	S 84°21'04" W
C23	607.37'	460.00'	75°39'04"	357.14'	564.20'	N 36°07'36" E
C39	30.25'	20.00'	86°39'21"	18.87'	27.45'	S 45°01'36" E
C40	116.67'	1780.00'	3°45'20"	58.36'	116.65'	N 86°28'37" W
C41	31.58'	20.00'	90°28'39"	20.17'	28.40'	N 43°32'24" E
C42	188.16'	1780.00'	6°03'24"	94.17'	188.08'	S 85°45'01" W
C43	33.36'	20.00'	95°34'45"	22.05'	29.63'	S 49°29'18" E
C44	28.46'	20.00'	81°32'02"	17.24'	26.12'	N 39°04'06" E
C45	202.99'	1780.00'	6°32'02"	101.61'	202.88'	S 76°34'06" W
C46	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 61°41'56" E
C47	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 28°18'04" W
C48	446.97'	510.00'	50°12'55"	238.98'	432.81'	N 48°11'37" E
C49	31.19'	20.00'	89°20'56"	19.77'	28.12'	S 61°22'24" E
C50	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 28°18'04" E
C51	17.33'	25.00'	39°42'54"	9.03'	16.98'	S 86°50'28" E
C52	181.12'	40.00'	259°25'49"	48.15'	61.54'	S 16°41'56" E

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C53	17.33'	25.00'	39°42'54"	9.03'	16.98'	S 53°26'37" W
C54	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 61°41'56" W
C55	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 28°18'04" E
C56	663.42'	1720.00'	22°05'59"	335.89'	659.32'	S 84°21'04" W
C65	74.94'	460.00'	9°20'05"	37.56'	74.86'	N 43°53'19" E
C66	36.60'	345.00'	6°04'42"	18.32'	36.58'	N 70°15'43" E
C67	56.20'	345.00'	9°20'02"	28.16'	56.14'	N 62°33'21" E
C77	453.49'	485.00'	53°34'22"	244.85'	437.15'	N 46°30'54" E
C78	464.68'	625.00'	42°35'54"	243.67'	454.05'	S 38°28'28" W
C80	82.63'	625.00'	7°34'28"	41.37'	82.57'	S 33°15'46" W
C81	82.63'	625.00'	7°34'28"	41.37'	82.57'	S 40°50'14" W
C82	82.63'	625.00'	7°34'28"	41.37'	82.57'	S 48°24'43" W
C83	82.63'	625.00'	7°34'28"	41.37'	82.57'	S 55°59'11" W
C86	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 40°50'14" E
C87	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 48°24'43" E
C88	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 55°59'11" E
C89	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 63°33'39" E
C90	52.99'	510.00'	5°57'11"	26.52'	52.96'	N 70°19'29" E
C91	74.93'	460.00'	9°19'59"	37.55'	74.85'	N 53°13'21" E
C92	74.94'	460.00'	9°20'02"	37.55'	74.85'	N 62°33'21" E
C93	54.03'	460.00'	6°43'46"	27.05'	54.00'	N 70°35'15" E
C94	156.83'	1750.00'	5°08'05"	78.47'	156.78'	N 87°09'59" W
C95	280.60'	1750.00'	9°11'13"	140.60'	280.29'	S 85°40'22" W
C96	237.57'	1750.00'	7°46'41"	118.97'	237.38'	S 77°11'25" W

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C97	94.86'	1780.00'	3°03'12"	47.44'	94.85'	S 87°15'07" W
C98	93.30'	1780.00'	3°00'12"	46.66'	93.29'	S 84°13'25" W
C99	99.49'	1780.00'	3°12'09"	49.76'	99.48'	S 78°14'03" W
C100	67.97'	1780.00'	2°11'17"	33.99'	67.97'	S 75°32'20" W
C101	35.53'	1780.00'	1°08'37"	17.76'	35.53'	S 73°52'23" W
C102	2.84'	1720.00'	0°05'40"	1.42'	2.84'	S 73°20'55" W
C103	76.49'	1720.00'	2°32'53"	38.25'	76.48'	S 74°40'11" W
C104	76.49'	1720.00'	2°32'53"	38.25'	76.48'	S 77°13'04" W
C105	76.61'	1720.00'	2°33'07"	38.31'	76.60'	S 79°46'03" W
C106	67.26'	1720.00'	2°14'26"	33.63'	67.26'	S 82°09'50" W
C107	67.38'	1720.00'	2°14'40"	33.69'	67.37'	S 84°24'23" W
C108	67.38'	1720.00'	2°14'40"	33.69'	67.37'	S 86°39'03" W
C109	67.38'	1720.00'	2°14'40"	33.69'	67.37'	S 88°53'43" W
C110	67.38'	1720.00'	2°14'40"	33.69'	67.37'	N 88°51'37" W
C111	67.38'	1720.00'	2°14'40"	33.69'	67.37'	N 86°36'57" W
C112	67.38'	1720.00'	2°14'40"	33.69'	67.37'	N 84°22'17" W
C113	67.38'	1720.00'	2°14'40"	33.69'	67.37'	S 82°07'37" E
C114	62.48'	1595.00'	2°14'40"	31.24'	62.48'	N 82°07'37" W
C115	62.48'	1595.00'	2°14'40"	31.24'	62.48'	N 84°22'17" W
C116	62.48'	1595.00'	2°14'40"	31.24'	62.48'	N 86°36'57" W
C117	62.48'	1595.00'	2°14'40"	31.24'	62.48'	N 88°51'37" W
C118	62.48'	1595.00'	2°14'40"	31.24'	62.48'	S 88°53'43" W
C119	62.48'	1595.00'	2°14'40"	31.24'	62.48'	S 86°39'03" W
C120	62.48'	1595.00'	2°14'40"	31.24'	62.48'	N 84°24'23" E

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C121	309.88'	1595.00'	11°07'54"	155.43'	309.39'	N 78°52'01" E
C122	63.10'	1595.00'	2°16'00"	31.55'	63.09'	N 82°09'03" E
C123	70.31'	1595.00'	2°31'33"	35.16'	70.31'	N 79°45'17" E
C124	70.93'	1595.00'	2°32'53"	35.47'	70.92'	N 77°13'04" E
C125	70.93'	1595.00'	2°32'53"	35.47'	70.92'	N 74°40'11" E
C126	2.63'	1595.00'	0°05'40"	1.32'	2.63'	N 73°20'55" E
C127	26.86'	1720.00'	0°53'41"	13.43'	26.86'	N 85°02'47" W
C128	40.52'	1720.00'	1°20'59"	20.26'	40.52'	N 83°55'27" W
C129	31.98'	1595.00'	1°08'55"	15.99'	31.98'	N 83°51'30" E
C130	30.50'	1595.00'	1°05'45"	15.25'	30.50'	N 84°58'50" E
C132	16.97'	25.00'	38°53'22"	8.83'	16.64'	S 87°15'14" E
C133	0.36'	25.00'	0°49'32"	0.18'	0.36'	S 67°23'47" E
C134	50.08'	40.00'	71°43'46"	28.92'	46.87'	S 77°09'06" W
C135	40.48'	40.00'	57°59'08"	22.17'	38.78'	S 12°17'39" W
C136	40.48'	40.00'	57°59'08"	22.17'	38.78'	S 45°41'30" E
C137	50.08'	40.00'	71°43'46"	28.92'	46.87'	N 69°27'03" E
C138	0.92'	25.00'	2°06'10"	0.46'	0.92'	S 34°38'15" W
C139	16.41'	25.00'	37°36'45"	8.51'	16.12'	S 54°29'42" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L2	N 11°04'32" W	130.63'
L3	N 16°41'56" W	125.00'
L4	N 73°18'04" E	34.32'
L5	N 16°41'56" W	70.00'
L6	N 16°41'56" W	95.00'
L10	S 5°24'03" W	60.00'
L14	S 73°18'04" W	5.00'
L15	N 73°18'04" E	10.00'
L16	S 73°18'04" W	32.86'
L17	N 73°18'04" E	32.86'

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

PLAT BOOK __, PAGE __
SHEET THREE OF THREE

CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE II

LOCATED IN FRACTIONAL SECTIONS 23 & 26
F.R. SANCHEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

N

GRAPHIC SCALE
0 25 50 100
1" = 50'

SURVEYOR'S NOTE:

1. THIS PLAT CONSISTS OF THREE SHEETS. EACH SHEET IS INCOMPLETE WITHOUT THE OTHER. SEE SHEET ONE FOR COMPLETE SURVEYOR'S NOTES.

LEGEND:

FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
PB. = PLAT BOOK
PG. = PAGE
(NR) = NON-RADIAL
P.U.E. = PUBLIC UTILITY EASEMENT
B.S.L. = BUILDING SETBACK LINES
MFFE = MINIMUM FINISHED FLOOR ELEVATION
C.A. = COMMON AREA
D.E. = DRAINAGE EASEMENT
S.F. = SQUARE FEET
● = SET 5/8" STEEL ROD & CAP (MARKED CHW PRM LB 5075)
▲ = SET NAIL AND DISK (MARKED CHW PCP LB 5075)
◉ = FOUND 5/8" STEEL ROD & CAP (MARKED AS NOTED)
▣ = FOUND 4"X4" CONCRETE MONUMENT (MARKED AS NOTED)
= BENCHMARK

Tech: kenn Plot Date: Jun 19,2023 7:35am Filename: C:\Vestal\Resources\Temp\AcPublish_18580\21-0105.13 PHASE 2 PLAT.dwg

City of Alachua

Planning & Community Development Department

Staff Report

City Commission Hearing Date: July 24, 2023
Quasi-Judicial Hearing

SUBJECT:	A request for consideration of the final plat of Phase 2 Convergence Research Park Residential which proposes to subdivide a ±32.27 acre subject property into a total of 103 lots with associated common areas and road right-of-way
APPLICANT/AGENT:	Kevin Smith, PSM, Causseaux, Hewett, & Walpole, Inc.
PROPERTY OWNER:	San Felasco Research Ventures, LLC
LOCATION:	South of San Felasco Parkway; north of Shaw Farms of Alachua and Alachua Highlands; east of County Road 241
PARCEL ID NUMBERS:	Portions of 03970-000-000 and 03929-000-000
FLUM DESIGNATION:	Corporate Park
ZONING:	Corporate Park (CP)
OVERLAY:	N/A
ACREAGE:	±32.27 acres
PROJECT PLANNER:	Justin Tabor, AICP, Principal Planner
RECOMMENDATION:	Staff recommends that the City Commission: 1. Approve the Final Plat of Phase 2 of Convergence Research Park Residential ("Final Plat"); 2. Approve the "Subdividers Agreement for Convergence Research Park Residential Phase 2" ("Subdividers Agreement"); 3. Authorize the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; 4. Accept the Common Law Performance Bond from San Felasco Research Ventures, LLC in the amount of $5,592,000.00 as the surety instrument for infrastructure improvements, other than the house sidewalks; and 5. Accept the Common Law Performance Bond from San Felasco Research Ventures, LLC in the amount of $233,654.40 as the surety instrument for the house sidewalks.

RECOMMENDED MOTION:

Based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and therefore this Commission:

1. *Approves the Final Plat of Convergence Research Park Residential Phase 2 ("Final Plat");*
2. *Approves the "Subdividers Agreement for Convergence Research Park Residential Phase 2" ("Subdividers Agreement");*
3. *Authorizes the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement;*
4. *Accepts the Common Law Performance Bond from San Felasco Research Ventures, LLC in the amount of $5,592,000.00 as the surety instrument for infrastructure improvements, other than the house sidewalks; and*
5. *Accepts the Common Law Performance Bond from San Felasco Research Ventures, LLC in the amount of $233,654.40 as the surety instrument for the house sidewalks.*

SUMMARY

This application is a request by Kevin Smith, PSM, of Causseaux, Hewett, & Walpole, Inc., applicant and agent for San Felasco Research Ventures, LLC, property owner, for consideration of the final plat of Phase 2 of Convergence Research Park Residential, which proposes to subdivide a ±32.27 acre subject property into a total of 103 lots with associated common areas and road right-of-way.

The subject property consists of portions of Parcel Numbers 03970-000-000 and 03929-000-000, and is located south of San Felasco Parkway, north of Shaw Farms of Alachua and Alachua Highlands, and east of County Road 241.

The preliminary plat for the Convergence Research Park Residential subdivision was approved by the City Commission on October 12, 2021. The Convergence Research Park Residential subdivision is comprised of three (3) phases, and will consist of lots ranging size from ±5,750 square feet to ±15,500 square feet, with the majority of lots between ±5,750 square feet and ±10,000 square feet. The subdivision includes a series of common areas throughout the subject property and along the northern, eastern and western boundaries. Pedestrian pathways ranging in width from eight (8) feet to twelve feet are proposed within these common areas. A stub-out of the pedestrian pathway system is provided to the east of the project area. The pedestrian network will also connect to existing sidewalks located along San Felasco Parkway. The final plat for Phase 1 was approved by the City Commission on June 13, 2022. Infrastructure improvements within Phase 1 have been completed and a certificate of completion was issued on December 22, 2022. Residential construction is currently ongoing in Phase 1.

Two (2) vehicular access points will be provided to San Felasco Parkway for the Convergence Research Park Residential subdivision. The first of these connections was constructed with Phase 1. The second connection will be constructed as part of the Phase 2 improvements. Development within the subdivision will connect to potable water and wastewater facilities. Stormwater for the Convergence Research Park Residential subdivision will be conveyed to and treated within three (3) stormwater management facilities located in common areas located in the southern, eastern, and western boundaries of the site. Two (2) of these basins were constructed with Phase 1. An existing stormwater basin constructed as part of the development of San Felasco Parkway will be expanded as part of the Phase 2 improvements. An analysis of the development's impact on other public facilities, including transportation, potable water, sanitary sewer, solid waste, and public schools, is provided within this report.

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

Illustration 1. Sheet 1, Convergence Research Park Residential Phases 1 – 3 Preliminary Plat

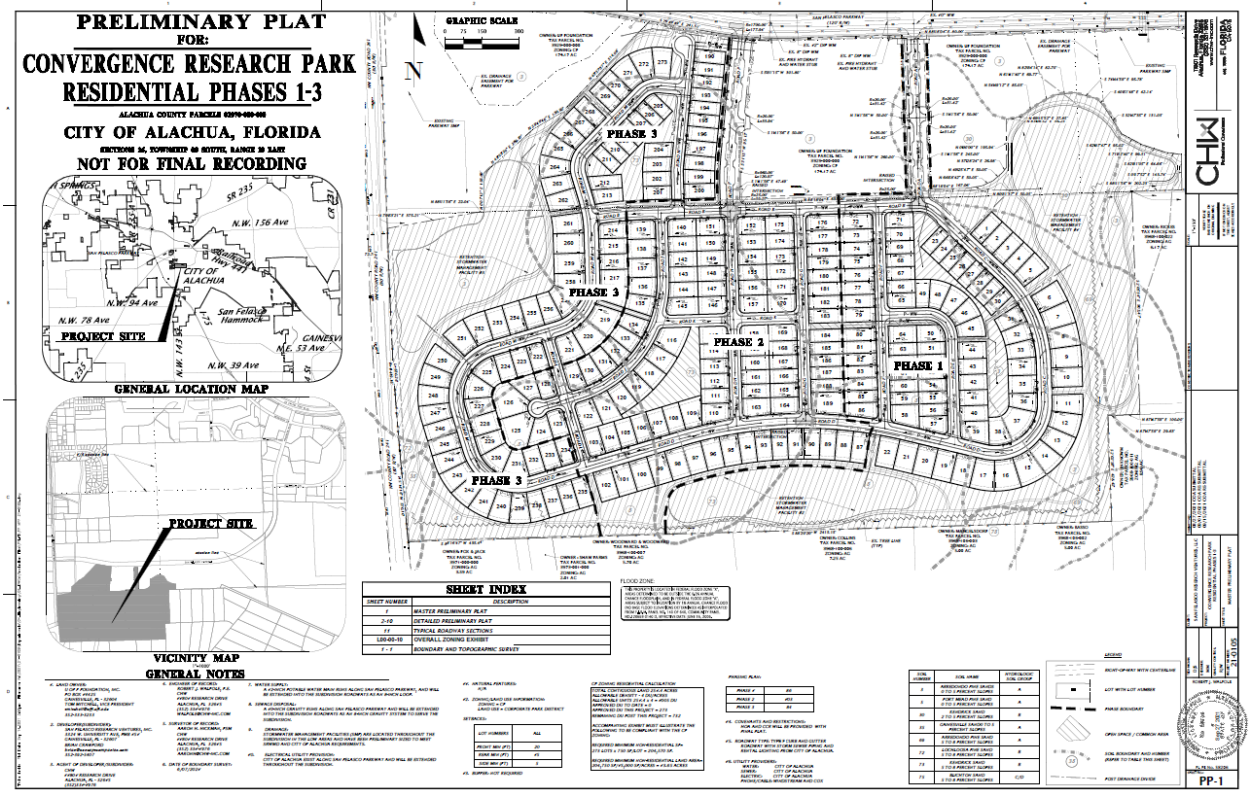
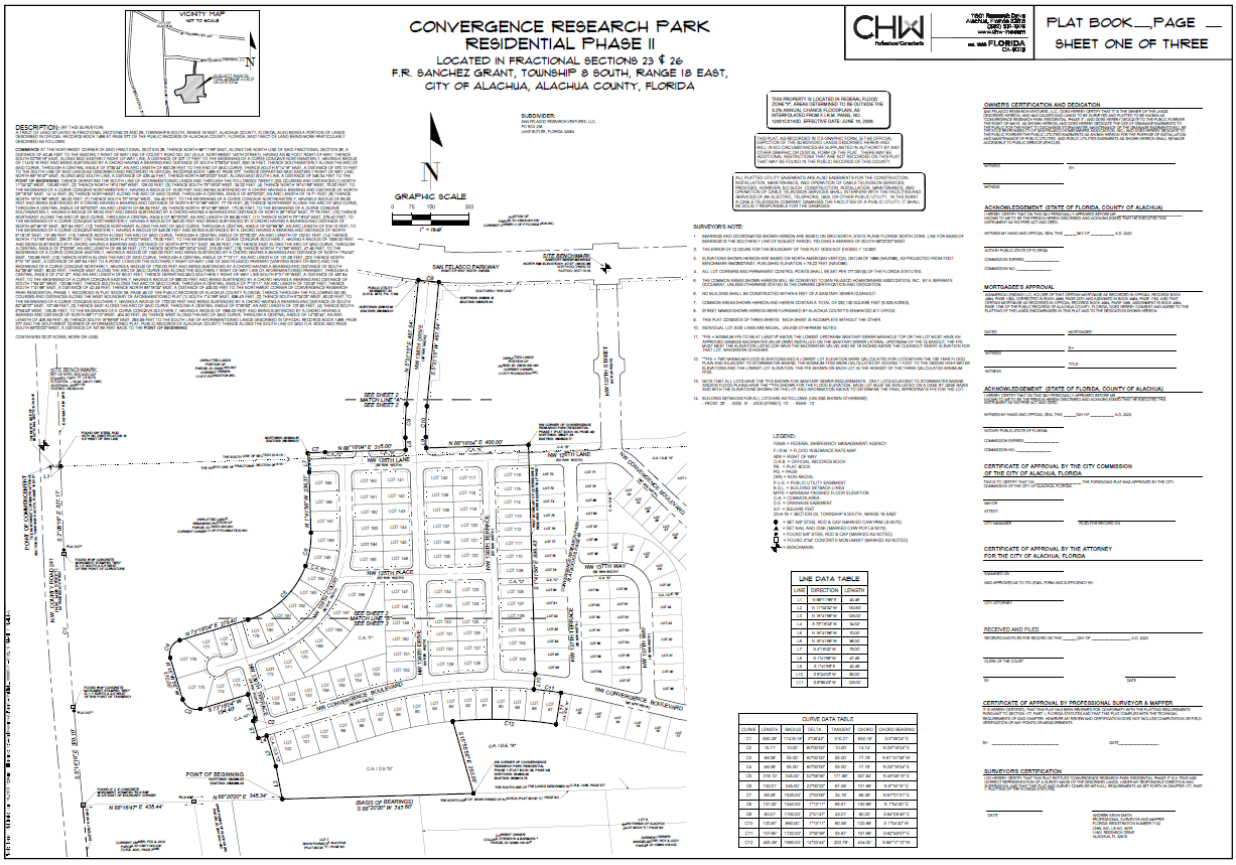


Illustration 2. Sheet 1, Convergence Research Park Residential Phase 2 Final Plat



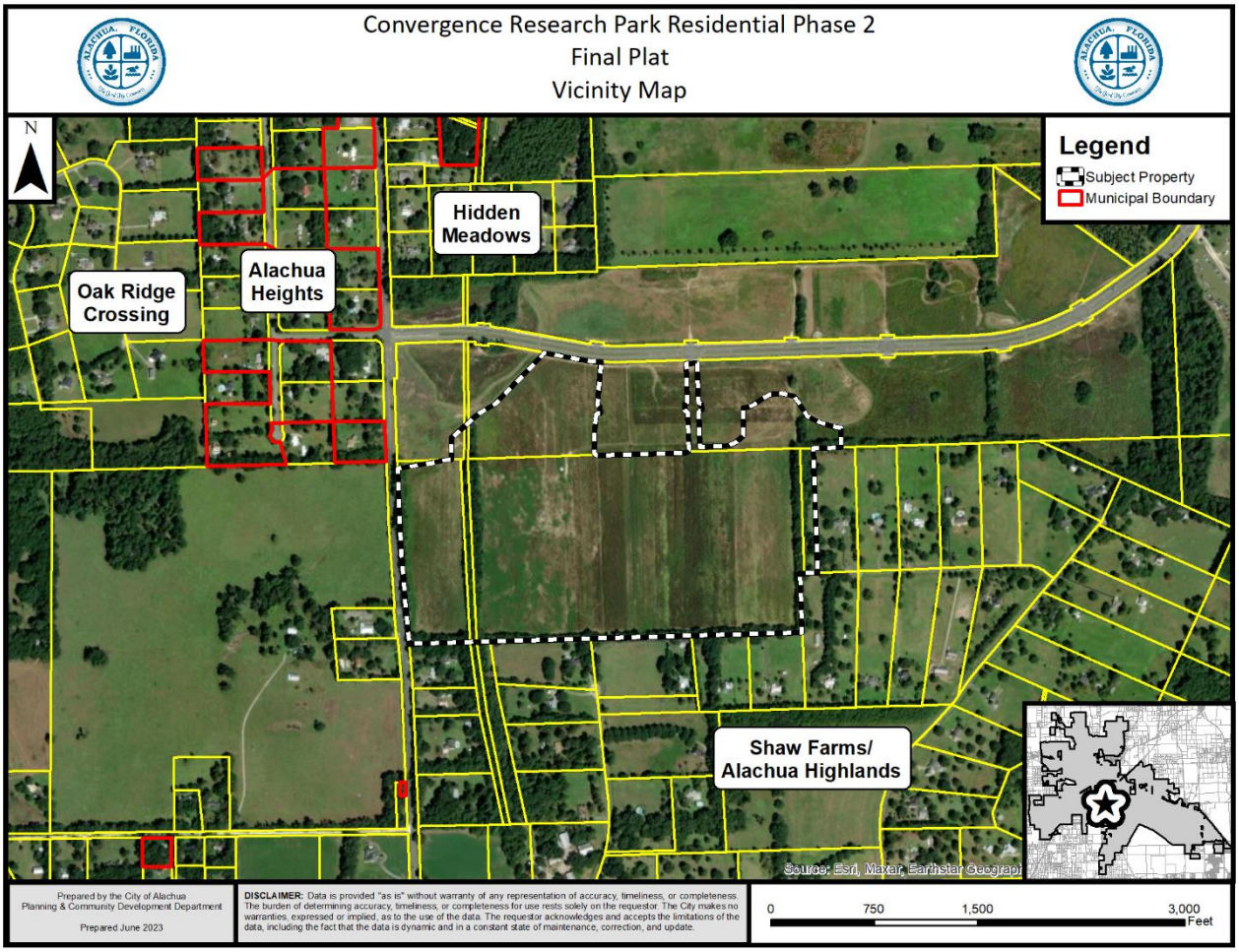
SURROUNDING USES

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

Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Vacant Land	Corporate Park	Corporate Park (CP)
South	Shaw Farms of Alachua	Agriculture	Agricultural (A)
West	Convergence Research Park Residential Phase 1	Corporate Park	Corporate Park (CP)
East	County Road 241; Single-Family Residential	Agriculture; Rural/Agriculture (County)	Agricultural (A); Agricultural (County)

Map 1. Vicinity Map



CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Future Land Use Element

GOAL 1: Future Land Use Map 2035:

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

Objective 1.4: *Corporate Park*

The City shall establish one mixed-use land use category: Corporate Park. This land use category shall provide a range of research and development, technology

and biotechnology industries, office, supporting retail, and limited residential uses located near major transportation corridors. The Corporate Park category is intended to:

1. provide appropriate locations for mixed use office-oriented development to promote and foster the growth of established industries within the City, including but not limited to research and development and technology and biotechnology, with provisions for a variety of residential uses; and,
2. provide a variety of employment opportunities to the citizens of Alachua and the North Central Florida Region.

Policy 1.4.a: The Corporate Park land use category may include office/business parks, biotechnology and other technologies, business incubators, a limited amount of retail sales and services, single-family and multi-family residential, live-work units, building industry uses, and accessory storage facilities (including outdoor storage yards) either as allowed uses or with a special exception permit. Such uses shall be developed in a manner compatible with surrounding land uses, and to minimize potential nuisances or damage to the environment.

Policy 1.4.b: Development within the Corporate Park land use category should be designed in a campus-like or "corporate park" setting with generous, linked open space to maximize value and to promote visual quality and compatibility with the surrounding area. Pedestrian-friendly features, such as buildings placed near the street, sidewalks, and trails leading to nearby uses, such as retail and housing, is encouraged.

Policy 1.4.d: Development within the Corporate Park land use category that consists of greater than 50 acres of contiguous land may provide clustered residential development. Residential uses within the Corporate Park land use category shall be limited to a gross density of 4 dwelling units per gross acre. Residential development must be developed consistent with the specific criteria identified within the Land Development Regulations for residential development in the Corporate Park zoning district.

Evaluation and Findings: The subject property has a Corporate Park FLUM Designation, which permits clustered residential development, including single-family residential uses, when a parcel of land is comprised of more than 50 acres of contiguous land with a Corporate Park FLUM Designation. The Convergence Research Park Residential subdivision is designed to provide linked open space that include trails which will lead to future nearby uses.

Policy 1.4.f: The City shall develop performance standards for uses in the Corporate Park land use category in order to address the following:

1. Integration of vehicular and non-vehicular access into the site and access management features of site in terms of driveway cuts and cross access between adjacent sites, including use of frontage

roads and/or shared access;
2. Buffering from adjacent existing/potential uses and use of landscaping to create an integrated design;
3. Open space provisions and balance of proportion between gross floor area and site size;
4. Adequacy of pervious surface area in terms of drainage requirements;
5. Placement of signage;
6. Adequacy of site lighting and potential impacts of lighting upon the surrounding area. Lighting should be designed to minimize impacts to preserve the ambiance and quality of the nighttime sky by reducing light trespass and light pollution on adjacent properties by utilizing lighting at appropriate intensities, directions and times to ensure light is not overused or impacting areas where it is not intended;
7. Safety of on-site circulation patterns (patron, employee, and delivery vehicles), including parking layout and drive aisles, and points of conflict;
8. Landscaping, as it relates to the requirements and goals of the Comprehensive Plan and Land Development Regulations;
9. Unique site features and resources which may constrain site development, such as soils, existing vegetation and historic significance;
10. Performance based zoning requirements, which may serve as a substitute for or accompany land development regulations in attaining acceptable site design;
11. Corporate Park uses shall be limited to an intensity of less than or equal to 0.50 floor area ratio for parcels 5 acres or greater, a 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less; and,
12. Complementary residential uses.

Evaluation and Findings: The applicant has demonstrated through the final plat, application, and supporting documentation that each of these sub-policies have been sufficiently addressed.

Objective 2.5: Open Space Standards: The City shall utilize open space requirements to preserve the rural character of Alachua, protect natural resources, and provide spaces for people to recreate and gather.

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

Evaluation and Findings: The preliminary plat demonstrates that sufficient open space areas will be provided to meet the minimum requirements of Policy 2.5.a.

Objective 5.1: Natural features: The City shall coordinate land use categories 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.

Evaluation and Findings: A 100% listed species report was conducted on May 25, 2023 by Flatwood Consulting Group Inc. for the area of Phase 2. The report included a 100% gopher tortoise survey. The report notes that no listed species were observed within the project area during the 100% listed species survey and 100% gopher tortoise survey. Therefore, potential impacts upon protected species has been adequately addressed. There are no concerns regarding topography, soils, flooding, or wetlands on the subject property.

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

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

Evaluation and Findings: The subject property is located within the City's potable water and wastewater service areas, as defined in Policies 1.2.a and 4.2.a of the Community Facilities Element of the Comprehensive Plan, and the development will connect to the City of Alachua's potable water and wastewater system.

GOAL 9: Water and Wastewater Service: The City will ensure that new development and redevelopment within the corporate limits shall connect to the City's potable water and wastewater systems, where potable water and wastewater service are available, as defined in Policy 1.2.a and Policy 4.2.b of the Community Facilities Element of the Comprehensive Plan.

Policy 9.2: Any new residential subdivision within the corporate limits, where potable water service is available, as defined in Policy 4.2.b of the Community Facilities Element of the City's Comprehensive Plan that is within a Residential land use category or the Agriculture land use category shall connect to the City's potable water system. Any new residential subdivision within the corporate limits, where wastewater service is available, as defined in Policy 1.2.a of the Community Facilities Element of the City's Comprehensive Plan that is within a Residential land use category shall connect to the City's wastewater system.

Evaluation and Findings: The subject property is within the potable water and wastewater service area. Any development will connect to the potable water and wastewater systems.

Housing Element

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

Evaluation and Findings: This project would support additional housing within the City, thereby furthering Policy 1.1.a.

Recreation Element

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

Evaluation and Findings: An analysis of the impacts to recreation facilities has been provided within this report. The development will not result in a failure of the City's adopted level of service for recreation and park area.

Transportation Element

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

Evaluation and Findings: An analysis of the impacts to transportation facilities has been provided within this report. The development will not result in a decrease in the level of service for transportation facilities monitored for concurrency.

Community Facilities Element

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

3. A gravity wastewater main, wastewater pumping station, or force main exists within 2,640 feet of the property line of any proposed residential subdivision comprised of more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and the gravity wastewater system, wastewater pumping station, or force main is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Evaluation and Findings: The subject property is located within the wastewater service area, and the development will connect to the wastewater system.

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

Facility Type	Level of Service Standard
Solid Waste Landfill	0.73 tons per capita per year

Evaluation and Findings: An analysis of the impacts to solid waste facilities has been provided within this report. The development will not result in a decrease in the level of service for solid waste disposal facilities.

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

3. A water main exists within 2,640 feet of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and water service is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Evaluation and Findings: The subject property is located within the potable water service area, and the development will connect to the potable water system.

Conservation and Open Space Element

Objective 1.3: Listed Species: The City shall protect species listed by State and Federal agencies as endangered, threatened or of special concern, and their habitats.

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

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

Policy 1.3.c: The City shall obtain data from the Florida Fish and Wildlife Conservation Commission, Alachua County Environmental Protection Department, Florida Department of Environmental Protection, to maintain a periodically updated inventory of listed species and habitats located

within City limits or immediately adjacent to City limits. The City will use the Florida Natural Areas Inventory as a base inventory.

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

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

Evaluation and Findings: A 100% listed species report was conducted on May 25, 2023 by Flatwood Consulting Group Inc. for the area of Phase 2. The report included a 100% gopher tortoise survey. The report notes that no listed species were observed within the project area during the 100% listed species survey and 100% gopher tortoise survey. Therefore, potential impacts upon protected species has been adequately addressed. There are no concerns regarding topography, soils, flooding, or wetlands on the subject property.

ENVIRONMENTAL CONDITIONS & SITE SUITIBILITY ANALYSIS

Wetlands

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

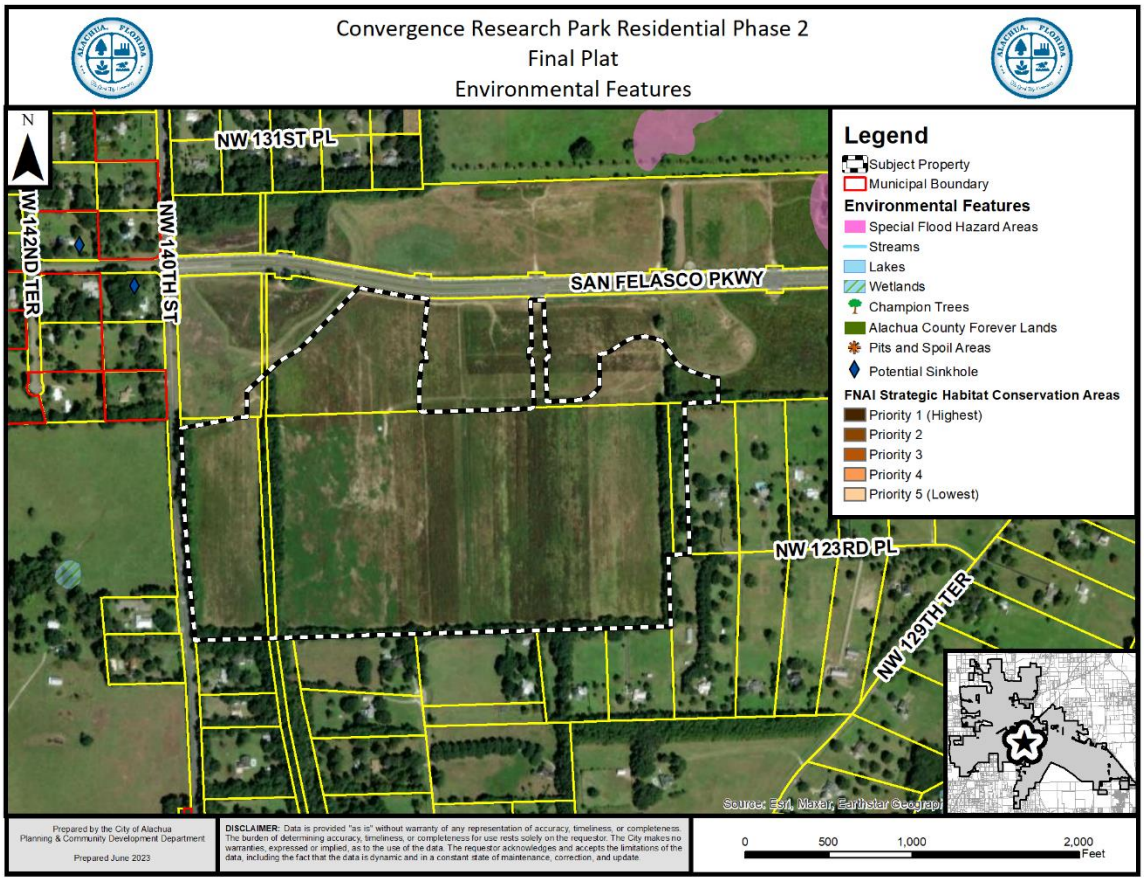
Evaluation: No wetlands have been identified on subject property. If wetlands are identified on subject property at a later time, the applicable standards in the City's Comprehensive Plan, Land Development Regulations, and Suwannee River Water Management District (SRWMD) regulations would apply to those areas identified as wetlands; therefore, there are no issues related to wetland protection.

Strategic Ecosystems

Strategic Ecosystems were identified by an ecological inventory project in a report prepared for Alachua County Department of Growth Management in 1987 and updated in 1996. The purpose of the inventory was to identify, inventory, map, describe, and evaluate the most significant natural biological communities in private ownership in Alachua County.

Evaluation: The subject property is not located within or adjacent to a Strategic Ecosystem, therefore, the development will not adversely impact any Strategic Ecosystem(s) identified within the ecological inventory report.

Map 2. Environmental Features



Regulated Plant & Animal Species

A 100% listed species report was conducted on May 25, 2023 by Flatwood Consulting Group Inc. for the area of Phase 2. The report included a 100% gopher tortoise survey. The report notes that no listed species were observed within the project area during the 100% listed species survey and 100% gopher tortoise survey. Therefore, potential impacts upon protected species has been adequately addressed. There are no concerns regarding topography, soils, flooding, or wetlands on the subject property.

A 100% listed species report was conducted on May 3, 2022 by Flatwood Consulting Group Inc. for the area of Phase 1. The report included a 100% gopher tortoise survey. The report notes that no listed species were observed within the project area during the 100% listed species survey and 100% gopher tortoise survey.

Evaluation: Based upon the findings of the 100% listed species survey and 100% gopher tortoise survey conducted by Flatwoods Consulting Group, Inc. on May 25, 2023, potential impacts upon protected species has been adequately addressed.

Soil Survey

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

There are three (3) soil types found within the project area:

Arredondo Fine Sand (0% - 5% slopes)
Hydrologic Soil Group: A
This soil type is well drained and permeability is rapid at the surface. This soil type poses only slight limitations as sites for homes and small commercial buildings.

Fort Meade Fine Sand (0% - 5% slopes)
Hydrologic Soil Group: A
This soil type is well drained and surface runoff is slow. This soil type poses only slight limitations as sites for homes and local roads.

Kendrick Sand (5% - 8% slopes)
Hydrologic Soil Group: A
This soil type is well drained and permeability is rapid at the surface. This soil type poses only moderate limitations as sites for homes and small commercial buildings because of the slope.

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

Flood Potential

Panel 140D of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated June 16, 2006, indicates that the subject property contains areas with Flood Zone "X" designations (areas determined to be outside of the 500-year floodplain).

Evaluation: The subject property is located in Flood Zone "X" (areas determined to be outside of the 500-year floodplain. Therefore, there are no issues related to flood potential.

Karst-Sensitive Features

Karst sensitive areas include geologic features, such as fissures, sinkholes, underground streams, and caverns, and are generally the result of irregular limestone formations. The subject property is located within an area where sinkholes may potentially allow hydrologic access to

the Floridan Aquifer System, however, best available data indicates that no sinkholes or known indicators of sinkhole activity are located on the subject property.

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

Wellfield Protection Zone

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

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

Historic Structures and Markers

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

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

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

(vi) Include the following certificates, which shall be signed by the subdivider and the LDR Administrator:
a. Certificate of subdivider's surveyor;
b. Certificate of City's review surveyor;
c. Certificate of approval by County Health Department, if applicable;
d. Certificate of approval by the Attorney for the City;
e. Certificate of approval by the City Commission; and
f. Certificate of filing with the Alachua County Clerk of Court.

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

PUBLIC FACILITIES IMPACT

The analysis of each public facility provided below represents an analysis of the impacts which would be generated by the proposed development, which consists of 103 single-family residential units.

At present, the impacts which would be generated by the proposed development are acceptable and are not anticipated to degrade the Level of Service (LOS) of any public facility. A final plat is a final development order so concurrency will be reserved, if the Plat is approved by the City Commission.

Table 2. Affected Comprehensive Plan Roadway Segments[1]

Segment Number[2,3]	Segment Description	Lanes	Functional Classification	Area Type	LOS
4	US 441 (from CR 25A East Intersection to SR 235)	4/D	Arterial	Comm	D
13	CR 241 (from CR 235 to South City Limit)	2/U	Major Collector	Comm	D

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

Table 3. Trip Generation[1]

Land Use	AADT (Enter/Exit)[2]	AM Peak Hour (Enter/Exit)[2]	PM Peak Hour (Enter/Exit)[2]
Single- Family, Detached (ITE Code 230)	1,037 (518/519)	77 (20/57)	102 (64/38)

1 Source: ITE Trip Generation, 10th Edition.
2 Formulas: AADT – 9.44 trips per dwelling unit x 103 dwelling units (50% entering/50% exiting); AM Peak Hour – 0.74 trips per dwelling unit x 103 dwelling units (17% entering/83% exiting); PM Peak Hour – 0.99 trips per dwelling unit x 103 dwelling units (67% entering/33% exiting).

Table 4a. Impact on Affected Comprehensive Plan Roadway Segments (AADT)

Traffic System Category	Segment 4 US 441 (from CR 25A East Intersection to SR 235)	Segment 13 CR 241 (from CR 235 to South City Limit))[1]
Average Annual Daily Trips		
Maximum Service Volume[2]	45,700	20,880
Existing Traffic[3]	18,586	6,218
Reserved Trips[4]	6,144	2,238
Available Capacity[4]	20,970	12,334
Increase in Daily Trips Generated by Development[5]	518	519
Residual Capacity After Development's Impacts[6]	20,452	11,815

1 For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.
2 AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook.
3 Florida State Highway System Level of Service Report, Florida Department of Transportation, District Two.
4 Source: City of Alachua June 2023 Development Monitoring Report.
5 Trip Distribution: Segment 4 – 50%; Segment 13 – 50%.
*6 This application is for a Final Development Order. Facility capacity and concurrency **will** be reserved.*

Table 4b. Impact on Affected Comprehensive Plan Roadway Segments (Peak Hour)

Traffic System Category	Segment 4 US 441 (from CR 25A East Intersection to SR 235)	Segment 13 CR 241 (from CR 235 to South City Limit))[1]
PM Peak Hour Trips		
Maximum Service Volume[2]	4,110	1,881
Existing Traffic[3]	1,176	591
Reserved Trips[4]	521	181
Available Capacity[4]	1,813	1,109
Increase in PM Peak Hour Trips Generated by Development[5]	51	51
Residual Capacity After Development's Impacts[6]	1,762	1,058

1 For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.
2 AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook.
3 Florida State Highway System Level of Service Report, Florida Department of Transportation, District Two.
4 Source: City of Alachua June 2023 Development Monitoring Report.
5 Trip Distribution: Segment 4 – 50%; Segment 13 – 50%.
*6 This application is for a Final Development Order. Facility capacity and concurrency **will** be reserved.*

Evaluation: It is anticipated that the development will not adversely affect the Level of Service ("LOS") for the affected roadway segments, and the potential impact of 103 single-family residential dwellings is therefore acceptable.

Potable Water Impacts

Table 5. Potable Water Impacts

System Category	Gallons Per Day
Current Permitted Capacity[1]	2,300,000
Less Actual Potable Water Flows[1]	1,390,833
Reserved Capacity[2]	295,666
Available Capacity	613,501
Projected Potable Water Demand from Application[3]	28,325
Residual Capacity	**585,176**
Percentage of Permitted Design Capacity Utilized	**74.56%**

Sources:
1 City of Alachua Public Services Department, April 2023.
2 City of Alachua June 2023 Development Monitoring Report.
3 City of Alachua Comprehensive Plan Potable Water Level of Service of 275 gallons per dwelling unit per day

Evaluation: The development will increase the maximum potential demand by 28,325 gallons per day. This analysis is based on the development of 103 single-family residential dwellings. It is anticipated that the proposed development will not adversely affect the LOS for potable water facilities, and the impacts are therefore acceptable.

Sanitary Sewer Impacts

Table 6. Sanitary Sewer Impacts

System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity	1,500,000
Less Actual Treatment Plant Flows[1]	719,250
Reserved Capacity[2]	278,135
Available Capacity	502,615
Projected Sanitary Sewer Demand from Application[3]	25,750
Residual Capacity	**476,865**
Percentage of Permitted Design Capacity Utilized	**68.21%**

Sources:
1 *City of Alachua Public Services Department, April 2023.*
2 *City of Alachua June 2023 Development Monitoring Report.*
3 *City of Alachua Comprehensive Plan Potable Water Level of Service of 250 gallons per dwelling unit per day*

Evaluation: The development will increase the maximum potential demand by 25,750 gallons per day. This analysis is based on the development of 103 single-family residential dwellings. It is anticipated that the proposed development will not adversely affect the LOS for sanitary sewer facilities, and the impacts are therefore acceptable.

Recreational Impacts

Table 7a. Recreational Impacts

System Category	Acreage
Existing City of Alachua Recreation Acreage[1]	135.48
Acreage Required to Serve Existing Population[2]	54.22
Reserved Capacity[1]	7.07
Potential Demand Generated by Development[3]	1.31
Residual Recreational Capacity After Impacts	**72.88**

Sources:
1 *City of Alachua June 2023 Development Monitoring Report.*
2 *University of Florida, Bureau of Economic & Business Research, Estimates of Population by County and City in Florida, 2022; Policy 1.2.b, Recreation Element (Formula: 10,844 persons / [5 acres/1,000 persons])*
3 *US Census Bureau; Policy 1.2.b, Recreation Element (Formula: 2.55 persons per dwelling x 103 dwellings / [5 acres/1,000 persons])*

Table 7b. Improved Passive Park Space Analysis

Minimum Improved Passive Park Space Required to Serve Existing Population & Reserved Capacity[1]	12.26 acres
Acreage Required to Serve Demand Generated by Development[2]	0.26 acres
Total Area Required to Serve Existing Population, Reserved Capacity, & Demand Generated by Development	12.54 acres
Existing Improved Passive Park Space[1]	34.82 acres
Improved, Passive Park Space Utilized by Existing Population, Reserved Capacity, & Demand Generated by Development[3]	**36.01%**

1 *Source: City of Alachua June 2023 Development Monitoring Report.*
2 *Formula: Recreation Demand Generated by Development (1.31 acres) x 20%.*
3 *Formula: Total Improved Passive Park Space / (Acreage Required to Serve Existing Population + Reserved Capacity + Acreage Required to Serve Demand Generated by Development.)*

Evaluation: The development will increase the demand of recreational facilities by 1.31 acres, and will increase the demand of passive park space by 0.26 acres. It is anticipated that the development will not adversely affect the LOS of recreational facilities, and the impacts are therefore acceptable.

Solid Waste Impacts

Table 8. Potential Solid Waste Impacts

System Category	Pounds Per Day	Tons Per Year
Demand from Existing Development[1]	43,376.00	7,916.12
Reserved Capacity[2]	38,651.26	7,053.85
Demand Generated by Application[3]	1,051.58	191.73
New River Solid Waste Facility Capacity[4]	**50 years**	

Sources:
University of Florida, Bureau of Economic & Business Research, Estimates of Population by County and City in Florida, 2022; Policy 2.1.a, CFNGAR Element (Formula: 10,844 persons x 0.73 tons per person per year).
1 City of Alachua June 2023 Development Monitoring Report.
2 Policy 2.1.a, CFNGAR Element (Formula: 2.55 persons per dwelling x 103 dwellings x 0.73 tons per year)
3 New River Solid Waste Facility, April 2023.

Evaluation: The development will increase the demand by approximately 191.73 tons per year. It is anticipated that the development will not adversely affect the LOS of solid waste facilities; therefore, the impacts are acceptable.

Public School Impact

A School Capacity Review was submitted on June 14, 2023 to Alachua County Public Schools (ACPS) in accordance with the City's Comprehensive Plan, specifically Policies 1.1.b, 1.1.c, 1.1.e, and 1.1.f of the Public School Facilities Element. Capacity is available at the elementary, middle, and high school levels to accommodate impacts from the development.

EXHIBIT "A"

TO CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 2
FINAL PLAT
STAFF REPORT

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

RE: Request for Review - Convergence Research Park Residential Phase 2 Final Plat

Jared Rogers <jrogers@edafl.com>

Wed 5/31/2023 3:04 PM

To:Justin Tabor <ju_tabor@cityofalachua.org>;

Cc:Sergio Reyes <sreyes@edafl.com>;

Justin,

This plat is good to go (once CHW adds the street names).

Thanks,
Jared

Jared Rogers, PSM
Director of Surveying
jrogers@edafl.com
edafl.com

720 SW 2nd Avenue
South Tower, Suite 300
Gainesville, Florida 32601
(352) 373-3541

From: Justin Tabor <ju_tabor@cityofalachua.org>
Sent: Tuesday, May 30, 2023 8:47 AM
To: Jared Rogers <jrogers@edafl.com>
Cc: Sergio Reyes <sreyes@edafl.com>; Bob Graver <rgraver@edafl.com>
Subject: Re: Request for Review - Convergence Research Park Residential Phase 2 Final Plat

Apologies. Our cloud server seems to be down but the files applicable for your review are small enough to email. I've attached them to this reply. Please let me know if you have any issues accessing the files or if any other information is needed.

Sincerely,

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

May 11, 2023

Sent by electronic mail to kevins@chw-inc.com

Kevin Smith, PSM
Causseaux, Hewett, & Walpole, Inc.
11801 Research Drive
Alachua, FL 32615

RE: Project Assistance Team (PAT) Summary: Convergence Research Park Residential – Phase 2 Final Plat

Dear Mr. Smith:

On April 26, 2023, the City of Alachua received your revised application for the Final Plat of Phase 2 of Convergence Research Park Residential. The Convergence Research Park project is comprised of three (3) phases and received Preliminary Plat approval from the City Commission on November 29, 2021. Phase 2 of the Convergence Research Park Residential project consists of a total of 103 lots with associated common areas and road right-of-way.

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. A meeting to review these comments can be scheduled upon request.

Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **5:00 PM** on **Wednesday, May 24, 2023**. A total of four (4) copies of the application package 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.

Please address the following:

1. *Compliance with Preliminary Plat*
   a. As a condition of approval of the preliminary plat, a 100% survey of the subject property considering the potential presence of any listed species which may occur on-site based upon the site's available habitat and location is required to be submitted with the final plat application. The survey must consider the potential presence of the Florida pine snake, the gopher tortoise, the little blue heron, the Southeastern American kestrel, and the tricolored heron. If any listed species are observed on-site, the survey shall include a list of all local, state, and federal permits required for relocation of the listed species.

2. *Article 7, Subdivision Standards*
   a. Section 7.4.1(B) requires the surety device to include all costs associated with the required materials and installation, plus a minimum contingency of 10%. The certified cost of construction does not appear to include the minimum contingency of 10%.

3. *Land Rights*
   a. Off-Site PUEs must be noted on the plat. Add a line for the OR book and page number to be written on to the plat for each Off-Site PUE.

4. *Title Certification*
   a. Title opinion is dated December 8, 2022. An updated title opinion will be required and must be submitted no sooner than 30 days prior to the public hearing for consideration of the plat.

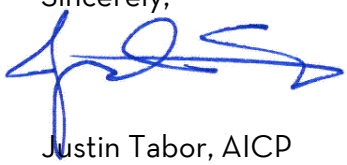
5. *Draft Covenants, Conditions, & Restrictions (CCRs)*
   a. Draft CCRs or an amendment to add the subdivision to existing CCRs has not been submitted.

6. *Miscellaneous*
   a. Upon assignment of street names by Alachua County E911 add street names to the plat.
   b. To assist with the preparation of the Subdivider's Agreement, please provide the following information:
      i. Type of surety instrument to be provided for construction (e.g., Irrevocable Letter of Credit; Performance Bond; cash; or other proposed surety);
      ii. Whether a separate surety instrument will be provided for the maintenance period; and,
      iii. Conservative estimation of the time to complete infrastructure construction.

7. *Public Services / Fire Rescue / Engineering Review Comments*
   a. The applicant must address all comments provided by the Public Services Department.
   b. The applicant must address all comments provided by Robert Graver, PSM, of EDA Consultants, Inc. in a letter dated May 4, 2023.

If you have any questions regarding the information above, please contact me at 386-418-6100 x 1602 or via e-mail at jtabor@cityofalachua.com. We look forward to receiving your revised application.

Sincerely,



Justin Tabor, AICP
Principal Planner

Attachments

c: Mike DaRoza, City Manager *(by electronic mail)*
Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Brian Crawford, San Felasco Research Ventures, LLC *(by electronic mail)*
Project File

May 4, 2023

The City of Alachua, Alachua County, Florida
Re: Convergence Research Park Residential Phase II, Record Plat Review

Thank you for the opportunity to review the plat "Convergence Research Park Residential Phase II" for conformity to Chapter 177, Part 1, Platting, Florida Statutes.

The record plat, 'Convergence Research Park Residential Phase II' conforms to the 2022 Florida Statutes, Chapter 177, Part I, Platting requirements with the following exceptions:

177.091 (15): Need Street Names or Street Nos. for the Public R/W's.

177.091 (16): The existing PUE #2 at the South R/W of San Felasco Parkway and PUE #4 at the East end of NW 126th Lane on Sheet 2, need to be dimensioned.

177.091 (17): The contiguous properties to the North and West need to be designated as "Unplatted".

177.091 (19): Need distances at the West end of the NW Convergence Blvd. R/W on Sheet 3.

177.091 (29): Include the abbreviations: Section 23-8-18 (Section 23, Township 8 South, Range 18 East) and Northing, Easting (State Plane Coordinates) in the Legend.

Please see the Redlined Copy of this plat for further comments (Misspelled Minumu, Year '2022', missing O.R.B. & Pg. for Offsite PUE's, and the annotated C-81, C-82 and C-83 locations).

If there are any questions, please feel free to call me.

Robert W. Graver, P.S.M. 4239

C:\Users\rgraver\Desktop\ConvergenceResearchParkResidentialPhaseIIRecord Plat Review.docx

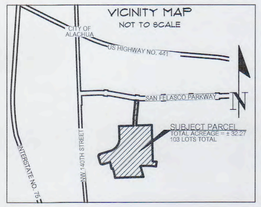
CONVERGENCE RESEARCH PARK
RESIDENTIAL PHASE II

LOCATED IN FRACTIONAL SECTIONS 23 & 26
F.R. SANCHEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

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

PLAT BOOK__,PAGE __
SHEET ONE OF THREE

VICINITY MAP
NOT TO SCALE



DESCRIPTION: (BY THIS SURVEYOR)

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 26, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 26; THENCE NORTH 88°11'56" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 26, A DISTANCE OF 40.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (A.K.A. NORTHWEST 140TH STREET), HAVING AN 80 FOOT RIGHT-OF-WAY; THENCE SOUTH 02°05'16" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 327.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11419.16 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°39'24" EAST, 630.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°09'44", AN ARC LENGTH OF 630.26 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°14'16" EAST, A DISTANCE OF 370.10 FEET TO THE SOUTH LINE OF SAID LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 88°16'47" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 435.44 FEET; THENCE NORTH 88°20'20" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 345.34 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING THE SOUTH LINE OF AFOREMENTIONED LANDS AND THROUGH THE FOLLOWING TWENTY (20) COURSES AND DISTANCES (1) NORTH 11°04'32" WEST, 130.63 FEET; (2) THENCE NORTH 16°41'56" WEST, 125.00 FEET; (3) THENCE SOUTH 73°18'04" WEST, 34.32 FEET; (4) THENCE NORTH 16°41'56" WEST, 70.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 14.14 FEET; (5) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 15.71 FEET; (6) THENCE NORTH 16°41'56" WEST, 95.00 FEET; (7) THENCE SOUTH 73°18'04" WEST, 194.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 61°41'56" WEST, 77.78 FEET; (8) THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (9) THENCE NORTH 16°41'56" WEST, 170.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 77.78 FEET; (10) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (11) THENCE NORTH 73°18'04" EAST, 279.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°48'15" EAST, 307.84 FEET; (12) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°59'38", AN ARC LENGTH OF 319.10 FEET; TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°18'15" EAST, 131.69 FEET; (13) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°00'22", AN ARC LENGTH OF 132.51 FEET; (14) THENCE NORTH 1°41'56" WEST, 236.37 FEET; (15) THENCE NORTH 4°15'02" WEST, 75.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1535.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 87°01'31" EAST, 68.36 FEET; (16) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°33'06", AN ARC LENGTH OF 68.36 FEET; (17) THENCE NORTH 88°18'04" EAST, 315.00 FEET; (18) THENCE NORTH 1°41'56" WEST, 47.49 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 130.96 FEET; (19) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 131.05 FEET; (20) THENCE NORTH 5°31'15" EAST, A DISTANCE OF 487.64 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN FELASCO PARKWAY (VARYING RIGHT-OF-WAY) AND THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 84°28'45" EAST, 80.00 FEET; THENCE EAST ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED PARKWAY, THROUGH A CENTRAL ANGLE OF 2°41'47", AND AN ARC LENGTH OF 80.01 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 5°31'15" WEST, A DISTANCE OF 487.64 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 120.89 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 120.97 FEET; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 400.00 FEET TO THE NORTHWEST CORNER OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, RECORDED IN PLAT BOOK 38, PAGE 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY FLORIDA; THENCE THROUGH THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE WEST BOUNDARY OF AFOREMENTIONED PLAT (1) SOUTH 1°41'56" EAST, 896.43 FEET; (2) THENCE SOUTH 5°24'03" WEST, 60.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1720.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°48'07" EAST, 107.88 FEET; (3) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°35'39", AN ARC LENGTH OF 107.90 FEET; (4) THENCE SOUTH 8°59'43" WEST, 125.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1595.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 88°17'10" WEST, 404.30 FEET; (5) THENCE WEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'44", AN ARC LENGTH OF 405.39 FEET; (6) THENCE SOUTH 15°55'58" EAST, 293.99 FEET TO THE SOUTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466, PAGE 377 AND THE SOUTHWEST CORNER OF AFOREMENTIONED PLAT, PUBLIC RECORDS OF ALACHUA COUNTY; THENCE ALONG THE SOUTH LINE OF SAID O.R. BOOK AND PAGE SOUTH 88°20'20" WEST, A DISTANCE OF 747.60 FEET BACK TO THE **POINT OF BEGINNING**.

CONTAINING 32.27 ACRES, MORE OR LESS.

SUBDIVIDER:
SAN FELASCO RESEARCH VENTURES, LLC.
PO BOX 238
LAKE BUTLER, FLORIDA 32054

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM F.I.R.M. PANEL NO. 12001C0140D, EFFECTIVE DATE: JUNE 16, 2006.

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

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

GRAPHIC SCALE
0 75 150 300
1" = 150'

SURVEYOR'S NOTE:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH, STATE PLANE FLORIDA NORTH ZONE. LINE FOR BASIS OF BEARINGS IS THE SOUTHERLY LINE OF SUBJECT PARCEL YIELDING A BEARING OF SOUTH 88°20'20" WEST.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1':10.000'.
3. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AS PROJECTED FROM FDOT BENCHMARK BM/26/27/A/01; PUBLISHED ELEVATION = 78.22' FEET (NAVD88).
4. ALL LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091(9) OF THE FLORIDA STATUTES.
5. THE COMMON AREAS SHOWN HEREON WILL BE CONVEYED TO SAN FELASCO HOMEOWNERS ASSOCIATION, INC. BY A SEPARATE DOCUMENT, UNLESS OTHERWISE STATED IN THE OWNERS CERTIFICATION AND DEDICATION.
6. NO BUILDING SHALL BE CONSTRUCTED WITHIN 5 FEET OF A SANITARY SEWER CLEANOUT.
7. COMMON AREAS SHOWN HEREON AND HEREIN CONTAIN A TOTAL OF 232,132 SQUARE FEET (5.329 ACRES).
8. STREET NAMES SHOWN HEREON WERE FURNISHED BY ALACHUA COUNTY'S ENHANCED 911 OFFICE.
9. THIS PLAT CONSISTS OF THREE SHEETS. EACH SHEET IS INCOMPLETE WITHOUT THE OTHER.
10. INDIVIDUAL LOT SIDE LINES ARE RADIAL, UNLESS OTHERWISE NOTED.
11. *FFE = MINIMUM FFE TO BE AT LEAST 6" ABOVE THE LOWEST UPSTREAM SANITARY SEWER MANHOLE TOP OR THE LOT MUST HAVE AN APPROVED SEWAGE BACKWATER VALVE (BWV) INSTALLED ON THE SANITARY SEWER LATERAL UPSTREAM OF THE CLEANOUT. THE FFE MUST MEET THE ELEVATION LISTED (OR HAVE THE BACKWATER VALVE) AND BE 18 INCHES ABOVE THE CLEANOUT INVERT ELEVATION FOR THAT LOT, WHICHEVER IS HIGHER.
12. **FFE = TWO MINIMUM FLOOD ELEVATIONS AND A LOWEST LOT ELEVATION WERE CALCULATED FOR LOTS WITHIN THE 100 YEAR FLOOD PLAIN AND ADJACENT TO STORMWATER BASINS. THE MINIMUM FFES WERE CALCULATED BY ADDING 1 FOOT TO THE DESIGN HIGH WATER ELEVATIONS AND THE LOWEST LOT ELEVATION. THE FFE SHOWN ON EACH LOT IS THE HIGHEST OF THE THREE CALCULATED MINIMUM FFES.
13. NOTE THAT ALL LOTS HAVE THE *FFE SHOWN FOR SANITARY SEWER REQUIREMENTS. ONLY LOTS ADJACENT TO STORMWATER BASINS AND/OR FLOOD PLAINS HAVE THE **FFE SHOWN FOR THE FLOOD ELEVATION. EACH LOT MUST BE EVALUATED ON A CASE BY CASE BASIS AND WITH THE ELEVATIONS SHOWN ON THE LOT AND INFORMATION ABOVE TO DETERMINE THE FINAL APPROPRIATE FFE FOR THE LOT.
14. BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
- FRONT: 20' - SIDE: 5' - SIDE (STREET): 10' - REAR: 10'

LEGEND:

FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
(NR) = NON-RADIAL
P.U.E. = PUBLIC UTILITY EASEMENT
B.S.L. = BUILDING SETBACK LINES
MFFE = MINIMUM FINISHED FLOOR ELEVATION
C.A. = COMMON AREA
D.E. = DRAINAGE EASEMENT
S.F. = SQUARE FEET
● = SET 5/8" STEEL ROD & CAP (MARKED CHW PRM LB 5075)
▲ = SET NAIL AND DISK (MARKED CHW PCP LB 5075)
◉ = FOUND 5/8" STEEL ROD & CAP (MARKED AS NOTED)
□ = FOUND 4"X4" CONCRETE MONUMENT (MARKED AS NOTED)
◒ = BENCHMARK

23-8-18 = Section 23, Township 8 South, Range 18 East

NORTHING 2859939.25 = EASTING 2605986.01 STATE PLANE COORDINATES

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 88°11'56" E	40.45'
L2	N 11°04'32" W	130.63'
L3	N 16°41'56" W	125.00'
L4	S 73°18'04" W	34.32'
L5	N 16°41'56" W	70.00'
L6	N 16°41'56" W	95.00'
L7	N 4°15'02" W	75.00'
L8	N 1°41'56" W	47.49'
L9	S 1°41'56" E	42.49'
L10	S 5°24'03" W	60.00'
L11	S 8°59'43" W	125.00'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	630.26'	11419.16'	3°09'44"	315.21'	630.18'	S 3°39'24" E
C2	15.71'	10.00'	90°00'00"	10.00'	14.14'	N 28°18'04" E
C3	86.39'	55.00'	90°00'00"	55.00'	77.78'	N 61°41'56" W
C4	86.39'	55.00'	90°00'00"	55.00'	77.78'	N 28°18'04" E
C5	319.10'	345.00'	52°59'38"	171.99'	307.84'	N 46°48'15" E
C6	132.51'	345.00'	22°00'22"	67.08'	131.69'	N 9°18'15" E
C7	68.36'	1535.00'	2°33'06"	34.19'	68.36'	N 87°01'31" E
C8	131.05'	1040.00'	7°13'11"	65.61'	130.96'	N 1°54'40" E
C9	80.01'	1700.00'	2°41'47"	40.01'	80.00'	S 84°28'45" E
C10	120.97'	960.00'	7°13'11"	60.56'	120.89'	S 1°54'40" W
C11	107.90'	1720.00'	3°35'39"	53.97'	107.88'	S 82°48'07" E
C12	405.39'	1595.00'	14°33'44"	203.79'	404.30'	N 88°17'10" W

OWNER'S CERTIFICATION AND DEDICATION

SAN FELASCO RESEARCH VENTURES, LLC., DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE II", AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHT-OF-WAYS AS SHOWN HEREON, AND DOES HEREBY DEDICATE THE USE OF DRAINAGE EASEMENTS TO THE PUBLIC FOR THE RIGHT TO DISCHARGE STORM WATER, MAINTENANCE OF THE DRAINAGE EASEMENTS WILL BE THE SOLE RESPONSIBILITY OF SAN FELASCO HOMEOWNERS ASSOCIATION, INC.; AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON SHALL BE MADE ACCESSIBLE TO PUBLIC SERVICE VEHICLES.

WITNESS _____ _____ BY:

WITNESS _____

ACKNOWLEDGEMENT (STATE OF FLORIDA, COUNTY OF ALACHUA)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, _____ KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT HE EXECUTED THIS INSTRUMENT AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____DAY OF _____, A.D. 2022 2023

_____
NOTARY PUBLIC-STATE OF FLORIDA

COMMISSION EXPIRES:_____

COMMISSION NO.:_____

MORTGAGEE'S APPROVAL

AGAMERICA LENDING LLC, HOLDER OF THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4964, PAGE 1053, CORRECTED IN BOOK 4968, PAGE 2370 AND ASSIGNED IN BOOK 4964, PAGE 1782, AND THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4964, PAGE 1098, ASSIGNMENT IN BOOK 4964, PAGE 1785 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.

DATED: _____ MORTGAGEE:

_____ BY:

WITNESS _____ TITLE:

WITNESS _____

ACKNOWLEDGEMENT (STATE OF FLORIDA, COUNTY OF ALACHUA)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, _____ KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT HE EXECUTED THIS INSTRUMENT AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____DAY OF _____, A.D. 2022 2023

_____
NOTARY PUBLIC-STATE OF FLORIDA

COMMISSION EXPIRES:_____

COMMISSION NO.:_____

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

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

_____
MAYOR

ATTEST:

_____ _____
CITY MANAGER FILED FOR RECORD ON

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

_____
EXAMINED ON

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:

_____
CITY ATTORNEY

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS _____DAY OF _____, A.D. 2022 2023

_____
CLERK OF THE COURT

_____ _____
BY DATE

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR & MAPPER

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

BY: _____ DATE_____

SURVEYOR'S CERTIFICATION

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

_____ _____
DATE

ANDREW KEVIN SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7132
CHW, INC. LB NO. 5075
11801 RESEARCH DRIVE
ALACHUA, FL 32615

Tools: kevine Plot Date: Apr 25,2023 1:55pm Filenames: C:\Users\kevine\appdata\local\temp\AcPublish_16176\21-0105.13 PHASE 2 PLAT.dwg

CONVERGENCE RESEARCH PARK
RESIDENTIAL PHASE II

LOCATED IN FRACTIONAL SECTIONS 23 & 26
F.R. SANCHEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

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

PLAT BOOK__,PAGE __
SHEET TWO OF THREE

GRAPHIC SCALE
0 25 50 100
1" = 50'

CURVE DATA TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C5	319.10'	345.00'	52°59'38"	171.99'	307.84'	N 46°48'15" E
C6	132.51'	345.00'	22°00'22"	67.08'	131.69'	N 9°18'15" E
C7	68.36'	1535.00'	2°33'06"	34.19'	68.36'	N 87°01'31" E
C8	131.05'	1040.00'	7°13'11"	65.61'	130.96'	N 1°54'40" E
C9	80.01'	1700.00'	2°41'47"	40.01'	80.00'	S 84°28'45" E
C10	120.97'	960.00'	7°13'11"	60.56'	120.89'	S 1°54'40" W
C13	126.01'	1000.00'	7°13'11"	63.09'	125.92'	S 1°54'40" W
C14	66.13'	1485.00'	2°33'06"	33.07'	66.13'	S 87°01'31" W
C15	634.87'	485.00'	75°00'01"	372.16'	590.50'	N 35°48'05" E
C16	675.00'	1750.00'	22°05'59"	341.75'	670.82'	S 84°21'04" W
C17	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C18	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C19	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 43°18'04" E
C20	67.25'	1510.00'	2°33'06"	33.63'	67.24'	S 87°01'31" W
C21	65.02'	1460.00'	2°33'06"	32.52'	65.02'	S 87°01'31" W
C22	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C23	607.37'	460.00'	75°39'04"	357.14'	564.20'	N 36°07'36" E
C24	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 43°18'04" W
C25	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C26	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 43°18'04" E
C27	36.46'	20.00'	104°26'31"	25.80'	31.62'	S 39°28'40" E
C28	128.55'	510.00'	14°26'31"	64.62'	128.21'	N 5°31'20" E
C29	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 46°41'56" E
C30	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 43°18'04" E
C31	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C32	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 43°18'04" W
C33	39.27'	25.00'	90°00'00"	25.00'	35.36'	S 46°41'56" E
C34	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 43°18'04" W
C35	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C36	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 43°18'04" W
C37	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C38	22.76'	20.00'	65°12'55"	12.79'	21.56'	S 55°41'37" W
C48	446.97'	510.00'	50°12'55"	238.98'	432.81'	N 48°11'37" E
C57	18.85'	510.00'	2°07'05"	9.43'	18.85'	N 0°38'23" W
C58	62.00'	510.00'	6°57'56"	31.04'	61.96'	N 3°54'07" E
C59	47.70'	510.00'	5°21'31"	23.87'	47.68'	N 10°03'50" E
C60	76.71'	460.00'	9°33'18"	38.45'	76.62'	N 3°04'43" E
C61	80.98'	460.00'	10°05'11"	40.59'	80.87'	N 12°53'58" E
C62	19.99'	460.00'	2°29'22"	9.99'	19.98'	N 19°11'14" E
C63	75.91'	460.00'	9°27'20"	38.04'	75.83'	N 25°09'35" E
C64	74.94'	460.00'	9°20'02"	37.55'	74.85'	N 34°33'56" E
C65	74.94'	460.00'	9°20'05"	37.56'	74.86'	N 43°53'19" E
C66	36.60'	345.00'	6°04'42"	18.32'	36.58'	N 70°15'43" E
C67	56.20'	345.00'	9°20'02"	28.16'	56.14'	N 62°33'21" E
C68	56.24'	345.00'	9°20'21"	28.18'	56.17'	N 53°13'10" E
C69	56.17'	345.00'	9°19'42"	28.15'	56.11'	N 43°53'08" E
C70	56.20'	345.00'	9°20'02"	28.16'	56.14'	N 34°33'16" E
C71	51.67'	345.00'	8°34'50"	25.88'	51.62'	N 25°35'50" E
C72	6.02'	345.00'	0°59'59"	3.01'	6.02'	N 20°48'26" E
C73	13.99'	345.00'	2°19'27"	7.00'	13.99'	N 19°08'43" E
C74	60.98'	345.00'	10°07'37"	30.57'	60.90'	N 12°55'11" E
C75	57.53'	345.00'	9°33'18"	28.83'	57.47'	N 3°04'43" E
C76	181.38'	485.00'	21°25'39"	91.76'	180.32'	N 9°00'54" E
C77	453.49'	485.00'	53°34'22"	244.85'	437.15'	N 46°30'54" E
C78	464.68'	625.00'	42°35'54"	243.67'	454.05'	S 38°28'28" W
C79	134.17'	625.00'	12°18'00"	67.35'	133.91'	S 23°19'31" W
C80	82.63'	625.00'	7°34'28"	41.37'	82.57'	S 33°15'46" W
C84	56.87'	510.00'	6°23'22"	28.47'	56.84'	N 26°16'51" E
C85	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 33°15'46" E
C86	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 40°50'14" E
C87	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 48°24'43" E
C91	74.93'	460.00'	9°19'59"	37.55'	74.85'	N 53°13'21" E
C140	40.00'	1700.00'	1°20'54"	20.00'	40.00'	S 83°48'18" E
C141	40.00'	1700.00'	1°20'54"	20.00'	40.00'	S 85°09'12" E

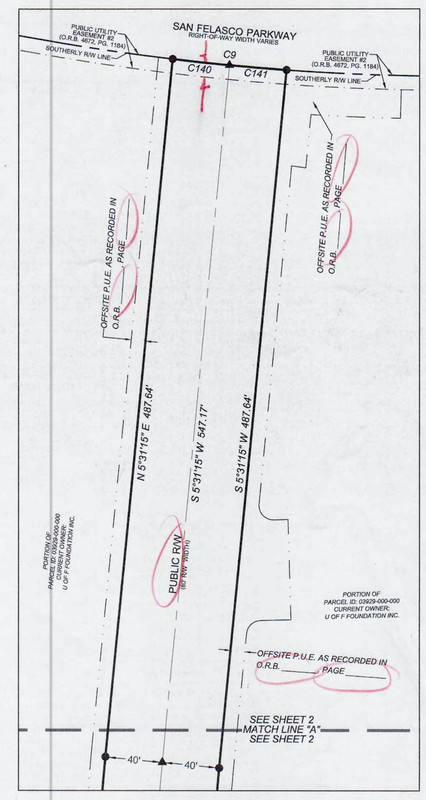
LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L7	N 4°15'02" W	75.00'
L8	N 1°41'56" W	47.49'
L9	S 1°41'56" E	42.49'
L10	S 5°24'03" W	60.00'
L12	N 1°41'56" W	5.00'
L13	N 1°41'56" W	5.00'

SURVEYOR'S NOTE:

1. THIS PLAT CONSISTS OF THREE SHEETS, EACH SHEET IS INCOMPLETE WITHOUT THE OTHER. SEE SHEET ONE FOR COMPLETE SURVEYOR'S NOTES.

LEGEND:

FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
PB. = PLAT BOOK
PG. = PAGE
(NR) = NON-RADIAL
P.U.E. = PUBLIC UTILITY EASEMENT
B.S.L. = BUILDING SETBACK LINES
MFFE = MINIMUM FINISHED FLOOR ELEVATION
C.A. = COMMON AREA
D.E. = DRAINAGE EASEMENT
S.F. = SQUARE FEET
● = SET 5/8" STEEL ROD & CAP (MARKED CHW PRM LB 5075)
▲ = SET NAIL AND DISK (MARKED CHW PCP LB 5075)
◉ = FOUND 5/8" STEEL ROD & CAP (MARKED AS NOTED)
□ = FOUND 4"X4" CONCRETE MONUMENT (MARKED AS NOTED)
⊕ = BENCHMARK



Tech: kenna Plot Date: Apr 25,2023 12:55pm Filename: C:\Users\kenna\appdata\local\temp\AcPublish_10176\2-0105.13 PHASE 2 PLAT.dwg

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C2	15.71'	10.00'	90°00'00"	10.00'	14.14'	N 28°18'04" E
C3	86.39'	55.00'	90°00'00"	55.00'	77.78'	N 61°41'56" W
C4	86.39'	55.00'	90°00'00"	55.00'	77.78'	N 28°18'04" E
C5	319.10'	345.00'	52°59'38"	171.99'	307.84'	N 46°48'15" E
C6	132.51'	345.00'	22°00'22"	67.08'	131.69'	N 9°18'15" E
C11	107.90'	1720.00'	3°35'39"	53.97'	107.88'	S 82°48'07" E
C12	405.39'	1595.00'	14°33'44"	203.79'	404.30'	N 88°17'10" W
C15	634.87'	485.00'	75°00'01"	372.16'	590.50'	N 35°48'05" E
C16	675.00'	1750.00'	22°06'59"	341.75'	670.82'	S 84°21'04" W
C23	607.37'	460.00'	75°39'04"	357.14'	564.20'	N 36°07'36" E
C39	30.25'	20.00'	86°39'21"	18.87'	27.45'	S 45°01'36" E
C40	116.67'	1780.00'	3°45'20"	58.36'	116.65'	N 86°28'37" W
C41	31.58'	20.00'	90°28'39"	20.17'	28.40'	N 43°32'24" E
C42	188.16'	1780.00'	6°03'24"	94.17'	188.08'	S 85°45'01" W
C43	33.36'	20.00'	95°34'45"	22.05'	29.63'	S 49°29'18" E
C44	28.46'	20.00'	81°32'02"	17.24'	26.12'	N 39°04'06" E
C45	202.99'	1780.00'	6°32'02"	101.61'	202.88'	S 76°34'06" W
C46	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 61°41'56" E
C47	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 28°18'04" W
C48	446.97'	510.00'	50°12'55"	238.98'	432.81'	N 48°11'37" E
C49	31.19'	20.00'	89°20'56"	19.77'	28.12'	S 61°22'24" E
C50	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 28°18'04" E
C51	17.33'	25.00'	39°42'54"	9.03'	16.98'	S 86°50'28" E
C52	181.12'	40.00'	259°25'49"	48.15'	61.54'	S 16°41'56" E

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C53	17.33'	25.00'	39°42'54"	9.03'	16.98'	S 53°26'37" W
C54	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 61°41'56" W
C55	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 28°18'04" E
C56	663.42'	1720.00'	22°05'59"	335.89'	659.32'	S 84°21'04" W
C65	74.94'	460.00'	9°20'05"	37.56'	74.86'	N 43°53'19" E
C66	36.60'	345.00'	6°04'42"	18.32'	36.58'	N 70°15'43" E
C67	56.20'	345.00'	9°20'02"	28.16'	56.14'	N 62°33'21" E
C77	453.49'	485.00'	53°34'22"	244.85'	437.15'	N 46°30'54" E
C78	464.66'	625.00'	42°35'54"	243.67'	454.05'	S 38°28'28" W
C80	82.63'	625.00'	7°34'28"	41.37'	82.57'	S 33°15'46" W
C81	82.63'	625.00'	7°34'28"	41.37'	82.57'	S 40°50'14" W
C82	82.63'	625.00'	7°34'28"	41.37'	82.57'	S 48°24'43" W
C83	82.63'	625.00'	7°34'28"	41.37'	82.57'	S 55°59'11" W
C86	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 40°50'14" E
C87	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 48°24'43" E
C88	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 55°59'11" E
C89	67.42'	510.00'	7°34'28"	33.76'	67.37'	N 63°33'39" E
C90	52.99'	510.00'	5°57'11"	26.52'	52.96'	N 70°19'29" E
C91	74.93'	460.00'	9°19'59"	37.55'	74.85'	N 53°13'21" E
C92	74.94'	460.00'	9°20'02"	37.55'	74.85'	N 62°33'21" E
C93	54.03'	460.00'	6°43'46"	27.05'	54.00'	N 70°35'15" E
C94	156.83'	1750.00'	5°08'05"	78.47'	156.78'	N 87°09'59" W
C95	280.60'	1750.00'	9°11'13"	140.60'	280.29'	S 85°40'22" W
C96	237.57'	1750.00'	7°46'41"	118.97'	237.38'	S 77°11'25" W

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C97	94.86'	1780.00'	3°03'12"	47.44'	94.85'	S 87°15'07" W
C98	93.30'	1780.00'	3°00'12"	46.66'	93.29'	S 84°13'25" W
C99	99.49'	1780.00'	3°12'09"	49.76'	99.48'	S 78°14'03" W
C100	67.97'	1780.00'	2°11'17"	33.99'	67.97'	S 75°32'20" W
C101	35.53'	1780.00'	1°08'37"	17.76'	35.53'	S 73°52'23" W
C102	2.84'	1720.00'	0°05'40"	1.42'	2.84'	S 73°26'05" W
C103	76.49'	1720.00'	2°32'53"	38.25'	76.48'	S 74°40'11" W
C104	76.49'	1720.00'	2°32'53"	38.25'	76.48'	S 77°13'04" W
C105	76.61'	1720.00'	2°33'07"	38.31'	76.60'	S 79°46'03" W
C106	67.26'	1720.00'	2°14'26"	33.63'	67.26'	S 82°09'50" W
C107	67.38'	1720.00'	2°14'40"	33.69'	67.37'	S 84°24'23" W
C108	67.38'	1720.00'	2°14'40"	33.69'	67.37'	S 86°39'03" W
C109	67.38'	1720.00'	2°14'40"	33.69'	67.37'	S 88°53'43" W
C110	67.38'	1720.00'	2°14'40"	33.69'	67.37'	N 40°50'14" E
C111	67.38'	1720.00'	2°14'40"	33.69'	67.37'	N 86°36'57" W
C112	67.38'	1720.00'	2°14'40"	33.69'	67.37'	N 84°22'17" W
C113	67.38'	1720.00'	2°14'40"	33.69'	67.37'	S 82°07'37" E
C114	62.48'	1595.00'	2°14'40"	31.24'	62.48'	N 82°07'37" W
C115	62.48'	1595.00'	2°14'40"	31.24'	62.48'	N 84°22'17" W
C116	62.48'	1595.00'	2°14'40"	31.24'	62.48'	N 86°36'57" W
C117	62.48'	1595.00'	2°14'40"	31.24'	62.48'	N 88°51'37" W
C118	62.48'	1595.00'	2°14'40"	31.24'	62.48'	S 88°53'43" W
C119	62.48'	1595.00'	2°14'40"	31.24'	62.48'	S 86°39'03" W
C120	62.48'	1595.00'	2°14'40"	31.24'	62.48'	N 84°24'23" E

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C121	309.88'	1595.00'	11°07'54"	155.43'	309.39'	N 78°52'01" E
C122	63.10'	1595.00'	2°16'00"	31.55'	63.09'	N 82°09'03" E
C123	70.31'	1595.00'	2°31'33"	35.16'	70.31'	N 79°45'17" E
C124	70.93'	1595.00'	2°32'53"	35.47'	70.92'	N 77°13'04" E
C125	70.93'	1595.00'	2°32'53"	35.47'	70.92'	N 74°40'11" E
C126	2.63'	1595.00'	0°05'40"	1.32'	2.63'	N 73°26'05" E
C127	26.86'	1720.00'	0°53'41"	13.43'	26.86'	N 85°02'47" W
C128	40.52'	1720.00'	1°20'59"	20.26'	40.52'	N 83°55'27" W
C129	31.98'	1595.00'	1°08'55"	15.99'	31.98'	N 83°51'30" E
C130	30.50'	1595.00'	1°05'45"	15.25'	30.50'	N 84°58'50" E
C132	16.97'	25.00'	38°53'22"	8.83'	16.64'	S 87°15'14" E
C133	0.36'	25.00'	0°49'32"	0.18'	0.36'	S 67°23'47" E
C134	50.08'	40.00'	71°43'46"	28.92'	46.87'	S 77°09'06" W
C135	40.48'	40.00'	57°59'08"	22.17'	38.78'	S 12°17'39" W
C136	40.48'	40.00'	57°59'08"	22.17'	38.78'	S 45°41'30" E
C137	50.08'	40.00'	71°43'46"	28.92'	46.87'	N 69°27'03" E
C138	0.92'	25.00'	2°06'10"	0.46'	0.92'	S 34°38'15" W
C139	16.41'	25.00'	37°36'45"	8.51'	16.12'	S 54°29'42" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L2	N 11°04'32" W	130.63'
L3	N 16°41'56" W	125.00'
L4	S 73°18'04" W	34.32'
L5	N 16°41'56" W	70.00'
L6	N 16°41'56" W	95.00'
L10	S 5°24'03" W	60.00'
L14	S 73°18'04" W	5.00'
L15	N 73°18'04" E	10.00'
L16	S 73°18'04" W	32.86'
L17	N 73°18'04" E	32.86'

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

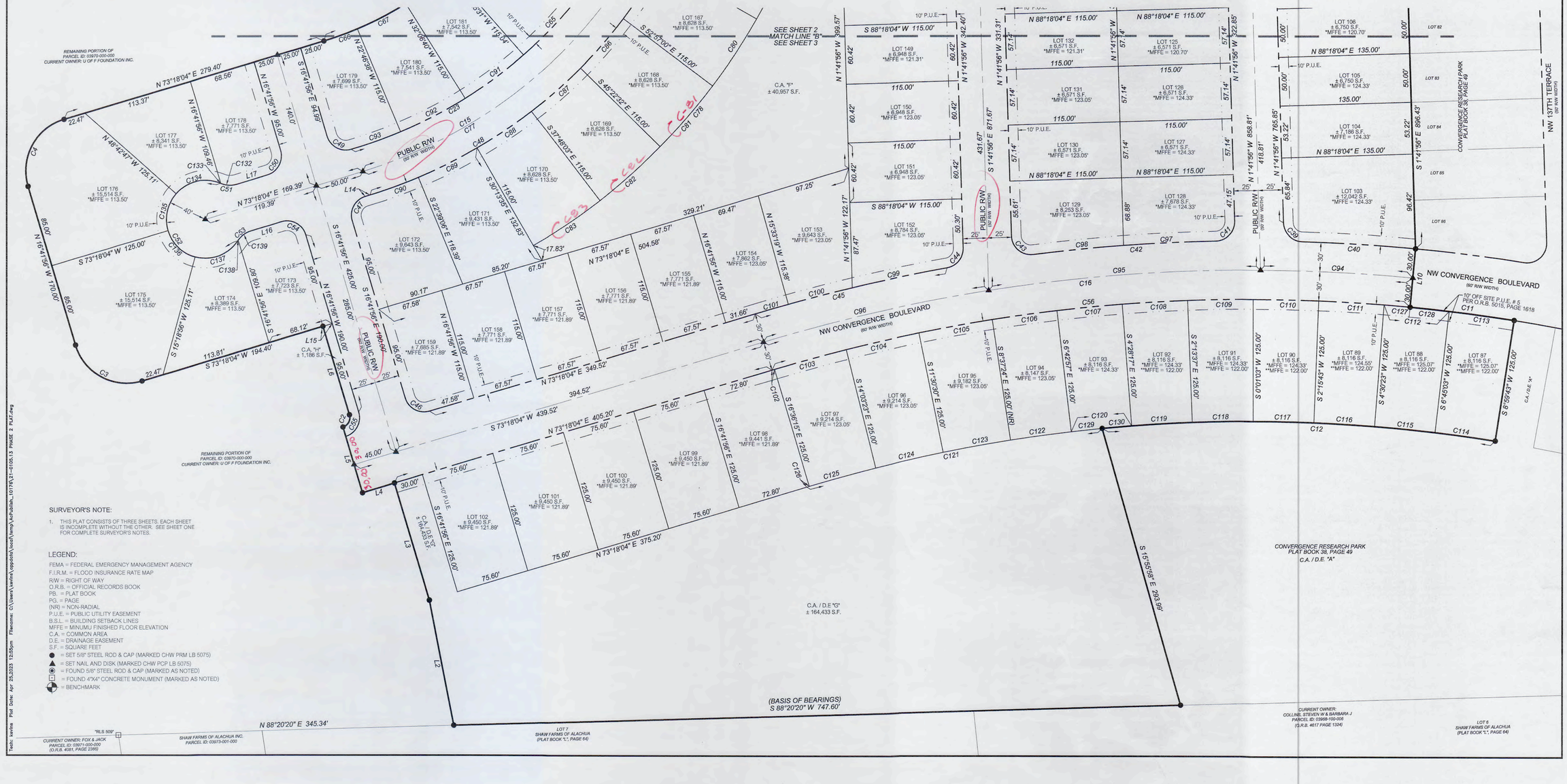
PLAT BOOK__,PAGE __
SHEET THREE OF THREE

CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE II

LOCATED IN FRACTIONAL SECTIONS 23 & 26
F.R. SANCHEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

N

GRAPHIC SCALE
0 25 50 100
1" = 50'



SURVEYOR'S NOTE:

1. THIS PLAT CONSISTS OF THREE SHEETS, EACH SHEET IS INCOMPLETE WITHOUT THE OTHER. SEE SHEET ONE FOR COMPLETE SURVEYOR'S NOTES.

LEGEND:

FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M. = FLOOD INSURANCE RATE MAP
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
PB. = PLAT BOOK
PG. = PAGE
(NR) = NON-RADIAL
P.U.E. = PUBLIC UTILITY EASEMENT
B.S.L. = BUILDING SETBACK LINES
MFFE = MINIMUM FINISHED FLOOR ELEVATION
C.A. = COMMON AREA
D.E. = DRAINAGE EASEMENT
S.F. = SQUARE FEET
● = SET 5/8" STEEL ROD & CAP (MARKED CHW PRM LB 5075)
▲ = SET NAIL AND DISK (MARKED CHW PCP LB 5075)
◉ = FOUND 5/8" STEEL ROD & CAP (MARKED AS NOTED)
⊡ = FOUND 4"X4" CONCRETE MONUMENT (MARKED AS NOTED)
⌖ = BENCHMARK

Tech: kenfra Plot Date: Apr 25,2023 12:55pm Filename: C:\Users\kenfra\appdata\local\temp\AcPublish_10176\2-1-0105.13 PHASE 2 PLAT.dwg

May 1, 2023

Justin Tabor, AICP
City of Alachua
PO Box 9
Alachua, FL 32616
jtabor@cityofalachua.com

RE: Convergence Subdivision Phase 2 – Completeness Review 04/27/2023

Dear Mr. Tabor:

Please find attached and below to address the comments received on our final plat submittal dated April 26, 2023.

1. **Final Plat Application Attachment #3, Draft Surety Instrument:** A draft of the proposed surety instrument for all public and private infrastructure improvements has not been submitted. At a minimum, the applicant must identify the intended form of surety (e.g. cash, letter of credit, bond) proposed. Surety instrument shall be subject to review and approval by City Attorney.

   The surety instrument will be a bond as spelled out in a developer's agreement that is currently being drafted. Understood and noted that once complete, the document will be submitted to City Staff & City Attorney for review.

2. **Final Plat Application Attachment #11, Mailing Labels:** Mailing labels for property owners located within 400 feet of the subject property do not appear to be for this project.

   Corrected Mailing Labels are being submitted with this letter.

We trust you will find this submittal to be complete for review and approval. If you have any questions, or need additional information, please contact me at 386-518-5167 or via email at kevins@chw-inc.com

Sincerely,
CHW

Kevin Smith, PSM
Director of Surveying & Mapping

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

April 27, 2023

Sent by electronic mail to kevins@chw-inc.com

Kevin Smith, PSM
Causseaux, Hewett, & Walpole, Inc.
11801 Research Drive
Alachua, FL 32615

RE: Second Completeness Review:
Convergence Research Park Residential – Phase 2 Final Plat

Dear Mr. Smith:

On April 26, 2023 the City of Alachua received your application for the Final Plat of Phase 2 of Convergence Research Park Residential. The Convergence Research Park project is comprised of three (3) phases and received Preliminary Plat approval from the City Commission on November 29, 2021. Phase 2 of the Convergence Research Park Residential project consists of a total of 103 lots with associated common areas and road right-of-way. The revised application received on April 26, 2023 was submitted in response to the completeness review comments issued to you in a letter dated December 28, 2022.

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, **contingent upon receipt of the following items** no later than **5:00 PM on Thursday, May 4, 2023**.

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

Please address the following:

1. **Final Plat Application Attachment #3, Draft Surety Instrument:** A draft of the proposed surety instrument for all public and private infrastructure improvements has not been submitted. At a minimum, the applicant must identify the intended form of surety (e.g., cash, letter of credit, bond) proposed. Surety instrument shall be subject to review and approval by City Attorney.

2. **Final Plat Application Attachment #11, Mailing Labels:** Mailing labels for property owners located within 400 feet of the subject property do not appear to be for this project.

If you have any questions, please contact me at 386-418-6100 x 1602 or via e-mail at jtabor@cityofalachua.com.

Sincerely,

Justin Tabor, AICP
Principal Planner

c: Mike DaRoza, City Manager *(by electronic mail)*
Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Brian Crawford, San Felasco Research Ventures, LLC *(by electronic mail)*
Project File

LETTER OF TRANSMITTAL

CHW Professional Consultants

DATE: April 26, 2023

TO: City of Alachua

ATTENTION: Justin Tabor

RE: Convergence Research Park Residential Phase 2 Plat

Project No. 21-0105.13

We are sending the following via: Hand Delivery

COPIES	DESCRIPTION
4 sets	Application Package – Final Plat Submittal
1	CD
1 sets	Mailing Labels
1	Check for Fee in the Amount of $1,015.00

THESE ARE TRANSMITTED: For review and comment

REMARKS:

Copy to:

From: Kevin Smith, PSM
Address: 11801 Research Drive
Alachua, FL 32615
Phone: 386-518-5167
Email: kevins@chw-inc.com

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

December 28, 2022

Sent by electronic mail to kevins@chw-inc.com

Kevin Smith, PSM
Causseaux, Hewett, & Walpole, Inc.
11801 Research Drive
Alachua, FL 32615

RE: Completeness Review: Convergence Research Park Residential – Phase 2
Final Plat

Dear Mr. Smith:

On December 19, 2022 the City of Alachua received your application for the Final Plat of Phase 2 of Convergence Research Park Residential. The Convergence Research Park project is comprised of three (3) phases and received Preliminary Plat approval from the City Commission on November 29, 2021. Phase 2 of the Convergence Research Park Residential project consists of a total of 103 lots with associated common areas and road right-of-way.

According to Section 2.2.6 of the Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning Department has reviewed the aforementioned application for completeness and finds that **the application is incomplete** following information is needed to begin the review of the application. Please address the following deficiencies no later than **5:00 PM on Thursday, January 12, 2023**.

In accordance with Section 2.2.6(B) of the LDRs, the applicant must correct the deficiencies and resubmit the application for completeness determination. *Plans and application materials may be made available for return in order to revise and resubmit as needed.*

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

Please note that if an additional completeness review is required, a resubmittal fee equal to 10% of the application fee will be assessed for each additional completeness review and must be paid prior to further review of 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, and the findings of the in-depth review will be discussed at a Project Assistance Team (PAT) Meeting, which will be sent under separate cover and subsequent to a determination of completeness. In order to provide a complete application, please address the following:

1. **Application Fee:** Payment of the application fee as set forth in Resolution 20-13 has not been submitted. Application fee for this project shall be $1,015.00.

2. **Submittal Requirements:** Application materials have not been submitted in digital format.

3. Major Subdivision – Final Plat Application
   a. **Section A., #2:** Date of approval of the preliminary plat is 11/29/2021.
   b. **Section A., #6:** Housing type is identified as attached units. Detached units appear to be proposed.

4. **Final Plat Application Attachment #2, Title Certification:** Title certification as required by Chapter 177.041, Florida Statutes, has not been submitted.

5. **Final Plat Application Attachment #3, Draft Surety Instrument:** A draft of the proposed surety instrument for all public and private infrastructure improvements has not been submitted. At a minimum, the applicant must identify the intended form of surety (e.g., cash, letter of credit, bond) proposed. Surety instrument shall be subject to review and approval by City Attorney.

6. **Final Plat Application Attachment #4, Certified Cost of Construction:** A certified cost of construction, signed and sealed by a registered professional engineer, of the cost for the construction of all public and private infrastructure improvements, has not been submitted.

7. **Final Plat Application Attachment #9, Legal Descriptions and Sketches of Off-Site Public Utility Easements (PUEs):** Legal descriptions and sketches of all off-site PUEs have not been submitted.

8. **Final Plat Application Attachment #11, Mailing Labels:** Mailing labels for all property owners located within 400 feet of the subject property were not included with the submittal. Mailing labels for those persons/organizations on file with the City to receive notice of public hearings (list available on City web site) were not included with the submittal.

9. **Final Plat Application Attachment #13, Proof of Payment of Taxes:** Documentation submitted with the application is for tax year 2021. The current tax year is 2022.

10. **Final Plat Application Attachment #14, Traffic Impact Analysis:** Please include a copy of the traffic study titled "NW 140th St at the Proposed San Felasco Parkway Extension) with the application materials.

11. **Final Plat Application Attachment #15, Environmental Report:** Please include a copy of the Ecological Survey Report prepared by Flatwoods Consulting Group and dated May 28, 2021 with the application materials.

12. **Final Plat Application Attachment #16, Environmental Resource Permit (ERP) from Suwannee River Water Management District (SRWMD).** The applicant has not submitted a copy of an ERP from SRWMD, or documentation which shows an application for an ERP has been submitted to SRWMD.

If you have any questions, please contact me at 386-418-6100 x 1602 or via e-mail at jtabor@cityofalachua.com.

Sincerely,

Justin Tabor, AICP
Principal Planner

c: Mike DaRoza, City Manager *(by electronic mail)*
Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Brian Crawford, San Felasco Research Ventures, LLC *(by electronic mail)*
Project File

City of ALACHUA
THE GOOD LIFE COMMUNITY

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

Major Subdivision – Final Plat Application

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

A. PROJECT

1. Project Name: _____
2. Preliminary Plat Approval Date: _____
3. Construction Plans Approval Date: _____
4. Phase/Unit Number (if applicable): _____
5. Number of proposed lots/dwelling units: _____
6. Housing Type (i.e., attached/detached units): _____
7. Address of Subject Property: _____
8. Parcel ID Number(s): _____
9. Existing Use of Property: _____
10. Future Land Use Map Designation: _____
11. Zoning Designation: _____
12. Acreage: _____

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☐ Agent
2. Name of Applicant(s) or Contact Person(s): _____ Title: _____
   Company (if applicable): _____
   Mailing address: _____
   City: _____ State: _____ ZIP: _____
   Telephone: _____ FAX: _____ e-mail: _____
3. If the applicant is agent for the property owner*:
   Name of Owner (title holder): _____
   Mailing Address: _____
   City: _____ State: _____ ZIP: _____
   ** Must provide executed Authorized Agent Affidavit or other acceptable documentation (as deemed acceptable by the City in its sole discretion) which authorizes the agent to act on behalf of the property owner.*

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☐ Yes ☐ No
   If yes, list names of all parties involved: _____
2. Has the applicant discussed possible utility/infrastructure fees with the Public Services Department?
   If no, contact the Public Services Department at 386-418-6140. ☐ Yes ☐ No

D. ATTACHMENTS

1. Plat, to include the following information and be prepared in accordance with the following criteria:
    a. Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins.
    b. Graphic scale, not to exceed one (1) inch equal to 50 feet.
    c. Name of subdivision shall be shown in bold legible letters, as required by Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
    d. Name and address of subdivider.
    e. North arrow, graphic scale, and date of plat drawing.
    f. Vicinity map showing location with respect to existing streets, landmarks, etc., and acreage of the subdivision. The vicinity map shall be drawn to show clearly the required information, but shall not less than one (1) inch to 2,000 feet.
    g. Exact boundary line of the property, determined by a boundary survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000. Survey shall be signed and sealed by the surveyor, and shall be no older than two (2) years.
    h. Legal description of the property to be subdivided.
    i. Acreage of adjacent land. If adjacent land is within a subdivision, identify the subdivision name, and recording information.
    j. Location of streams, lakes, wetlands, and required buffers from such areas, and location of land designated as a special flood hazard area on FEMA FIRM panels.
    k. Bearing and distance to permanent control points on the nearest existing street lines of bench marks or other permanent reference monuments [not less than three (3)].
    l. When the City corporate limits traverse, are adjacent to, or are within 500 feet of the property, the boundary shall be accurately tied to the boundary lines of the subdivision by distance and angles.
    m. The closest lot corner shall be accurately tied to the boundary lines of the subdivision by distance and angles.
    n. Location, dimensions, and purpose of any land reserved or dedicated for public or common use.
    o. Exact locations, width, and names of all streets within and adjacent to the subdivision.
    p. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
    q. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
    r. Lots must be numbered in numerical order. Additional phases of existing subdivisions shall continue numbering from previous phases.
    s. Location and description of required permanent reference monuments and markers.
    t. Building setback lines.
    u. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
    v. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required.
    w. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.

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

3. Draft of proposed surety instrument for all public and private infrastructure improvements in accordance with the requirements set forth in Sections 6.10 and 7.4 of the LDRs (surety instrument shall be submitted to the City upon approval of the draft document and prior to any public hearing).

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

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

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

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

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

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

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

11. One (1) set of mailing labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits (obtain from the Alachua County Property Appraiser's web site) – and all persons/organizations registered to receive notice of development applications (current list may be obtained from the Planning & Community Development Department).

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

13. Proof of payment of taxes.

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

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

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

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

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

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

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

_____ _____

Signature of Applicant Signature of Co-applicant

_____ _____

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

STATE OF FLORIDA
COUNTY OF ALACHUA

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

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

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

_____

Signature of Notary

Print Name: _____
Notary Public, State of Florida

My Commission Expires: _____

City of ALACHUA

THE GOOD LIFE COMMUNITY

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: TBD - NW 140th Street

Parcel ID Number(s): 03929-000-000, 03970-000-000, 03969-000-000

Acreage: ± 266

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Brian Crawford Title: Tille Manager

Company (if applicable): San Felasco Research Ventures, LLC

Mailing Address: 12469 West State Road 100

City: Lake Butler State: Florida ZIP: 32054

Telephone: (352) 333-3233 FAX: e-mail: brian@conceptcompanies.net

C. AUTHORIZED AGENT

Name: Robert Walpole, P.E. Title: President

Company (if applicable): CHW

Mailing address: 11801 Research Drive

City: Alachua State: Florida ZIP: 32615

Telephone: (352) 331-1976 FAX: e-mail: walpole@chw-inc.com

D. REQUESTED ACTION:

To submit and obtain all approvals needed for the Convergence Research Park projects.

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.

X _____

Signature of Applicant

_____

Signature of Co-applicant

Brian Crawford, Title Manager

Typed or printed name and title of applicant

_____

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 5th day of January, 2022 by Brian Crawford, who is/are personally known to me, or who has/have produced _____ as identification.

_____

Signature of Notary Public, State of Florida

MATTHEW D. CASON
MY COMMISSION # GG 276594
EXPIRES: March 4, 2023
Bonded Thru Notary Public Underwriters

MILLER · TROIANO
Attorneys at Law

ROBERT T. MILLER (1918-2007)
RICHARD A. MILLER
Board Certified Real Estate Lawyer
VICTOR J. TROIANO
PHILIP H. BUSH
NICHOLAS J. TROIANO
LAURIANE CICCARELLI
THEODORE R. M. MILLER
WILLIAM H. HARRELL

Post Office Box 8169
Lakeland, Florida 33802-8169

2323 South Florida Avenue
Lakeland, Florida 33803

317 South Tennessee Avenue
Lakeland, Florida 33801

Telephone: 863-688-7038

Facsimile: 863-688-2619

www.millerlawfl.com

May 24, 2023

City of Alachua

RE: Title Opinion – San Felasco Research Ventures, LLC
Our File # 4-30051
Fund File # 1345166 (Phase Two)

Dear Sir or Madam:

Pursuant to your request, we have examined the title on the following described property:

See Exhibit "A" attached hereto

The plat search by Attorneys' Title Fund Services, LLC covers the period of time 01/01/1974 through May 8, 2023 at 11:00 p.m. which search purports to reflect the status of title up to said effective date.

In searching these records, we find fee simple title to be vested in the name of San Felasco Research Ventures, LLC, a Florida limited liability company by Special Warranty Deed recorded in O.R. Book 4964, Page 1044, Public Records of Alachua County, Florida.

The following mortgages are all the mortgages of record that have not been satisfied or released of record nor otherwise terminated by law:

1. Mortgage to AgAmerica Lending, LLC, mortgagee(s), recorded in O.R. Book 4964, Page 1086, assigned to AG Reit One, LLC, by Assignment recorded in O.R. Book 4964, Page 1785, Public Records of Alachua County, Florida.

2. Mortgage to AgAmerica Lending, LLC, mortgagee(s), recorded in O.R. Book 4964, Page 1053, and rerecorded in O.R. Book 4968, Page 2370, Public Records of Alachua County, Florida.
3. Mortgage to Lennar Homes, LLC, mortgagee(s), recorded in O.R. Book 5032, Page 1432, Public Records of Alachua County, Florida.
4. Intercreditor Agreement recorded in O.R. Book 5032, Page 1441, Public Records of Alachua County, Florida.
5. UCC Financing Statement between San Felasco Research Ventrues, LLC and AgAmerica Lending LLC as recorded in O.R. Book 4964, Page 1078, Public Records of Alachua County, Florida.
6. UCC Financing Statement between San Felasco Research Ventures, LLC and AgAmerica Lending LLC as recorded in O.R. Book 4964, Page 1113, Public Records of Alachua County, Florida.
7. Cross Default and Cross Collateralization Agreement recorded in O.R. Book 5068, Page 58, Public Records of Alachua County, Florida.

Other encumbrances affecting the title:

1. Declaration Confirming Development Fee recorded in O.R. Book 4964, Page 1137, Public Records of Alachua County, Florida.
2. Easement in favor of City of Alachua recorded in O.R. Book 4672, Page 1184, Public Records of Alachua County, Florida.
3. Notice of Environmental Resource Permit recorded in O.R. Book 4995, Page 2109, Public Records of Alachua County, Florida.
4. Memorandum of Agreement recorded in O.R. Book 5024, Page 1137, Public Records of Alachua County, Florida.

Sincerely yours,

MILLER TROIANO, P.A.

Richard A. Miller

Exhibit "A"

PROPOSED PLAT OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE II

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 26, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 26; THENCE NORTH 88°11'56" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 26, A DISTANCE OF 40.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (A.K.A. NORTHWEST 140TH STREET), HAVING AN 80 FOOT RIGHT-OF-WAY; THENCE SOUTH 02°05'16" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 327.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11419.16 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°39'24" EAST, 630.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°09'44", AN ARC LENGTH OF 630.26 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°14'16" EAST, A DISTANCE OF 370.10 FEET TO THE SOUTH LINE OF SAID LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 88°16'47" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 435.44 FEET; THENCE NORTH 88°20'20" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 345.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTH LINE OF AFOREMENTIONED LANDS AND THROUGH THE FOLLOWING TWENTY (20) COURSES AND DISTANCES (1) NORTH 11°04'32" WEST, 130.63 FEET; (2) THENCE NORTH 16°41'56" WEST, 125.00 FEET; (3) THENCE SOUTH 73°18'04" WEST, 34.32 FEET; (4) THENCE NORTH 16°41'56" WEST, 70.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 14.14 FEET; (5) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 15.71 FEET; (6) THENCE NORTH 16°41'56" WEST, 95.00 FEET; (7) THENCE SOUTH 73°18'04" WEST, 194.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 61°41'56" WEST, 77.78 FEET; (8) THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (9) THENCE NORTH 16°41'56" WEST, 170.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 77.78 FEET; (10) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (11) THENCE NORTH 73°18'04" EAST, 279.40 FEET; TO THE BEGINNING OF

A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°48'15" EAST, 307.84 FEET; (12) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°59'38", AN ARC LENGTH OF 319.10 FEET; TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°18'15" EAST, 131.69 FEET; (13) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°00'22", AN ARC LENGTH OF 132.51 FEET; (14) THENCE NORTH 1°41'56" WEST, 236.37 FEET; (15) THENCE NORTH 4°15'02" WEST, 75.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1535.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 87°01'31" EAST, 68.36 FEET; (16) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°33'06", AN ARC LENGTH OF 68.36 FEET; (17) THENCE NORTH 88°18'04" EAST, 315.00 FEET; (18) THENCE NORTH 1°41'56" WEST, 47.49 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 130.96 FEET; (19) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 131.05 FEET; (20) THENCE NORTH 5°31'15" EAST, A DISTANCE OF 487.64 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN FELASCO PARKWAY (VARYING RIGHT-OF-WAY) AND THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 84°28'45" EAST, 80.00 FEET; THENCE EAST ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED PARKWAY, THROUGH A CENTRAL ANGLE OF 2°41'47", AND AN ARC LENGTH OF 80.01 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 5°31'15" WEST, A DISTANCE OF 487.64 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 120.89 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 120.97 FEET; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 400.00 FEET TO THE NORTHWEST CORNER OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, RECORDED IN PLAT BOOK 38, PAGE 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY FLORIDA; THENCE THROUGH THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE WEST BOUNDARY OF AFOREMENTIONED PLAT (1) SOUTH 1°41'56" EAST, 896.43 FEET; (2) THENCE SOUTH 5°24'03" WEST, 60.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1720.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°48'07" EAST, 107.88 FEET; (3) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°35'39", AN ARC LENGTH OF 107.90 FEET; (4) THENCE SOUTH 8°59'43" WEST, 125.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1595.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 88°17'10" WEST, 404.30 FEET; (5) THENCE WEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'44", AN ARC LENGTH OF 405.39 FEET; (6) THENCE SOUTH 15°55'58" EAST,

293.99 FEET TO THE SOUTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466, PAGE 377 AND THE SOUTHWEST CORNER OF AFOREMENTIONED PLAT, PUBLIC RECORDS OF ALACHUA COUNTY; THENCE ALONG THE SOUTH LINE OF SAID O.R. BOOK AND PAGE SOUTH 88°20'20" WEST, A DISTANCE OF 747.60 FEET BACK TO THE POINT OF BEGINNING.

May 23, 2023

City of Alachua
15100 NW 142nd Terrace
Alachua, FL 32615

RE: Convergence Research Park Residential Phase 2
Engineer's Certification

To Whom it May Concern:

This letter shall serve as the Engineer's Certification of Costs for the referenced project.

I hereby certify that the cost of construction applicable to surety left to build is as follows:

Infrastructure (Contract with OBI- Attached)	$ 4,635,000.00
Survey Monumentation	$ 2 5,000.00
Total:	**$ 4,660,000.00**

The above costs are per a Contract attached from Osteen Brothers that is complete and adequate to construct the project per the approved plans.

The surety value per City of Alachua ULDC requirements is as follows:

Construction Value x 120%
$4,660,000.00 x 120% = **$5,592,000.00**

If you or any staff should have any questions or concerns, please do not hesitate to contact me.

Sincerely,
CHW, Inc.

Robert Walpole, P.E.
President/CEO

Robert J. Walpole
State of Florida, Professional Engineer, License No. 58206

This item has been digitally signed and sealed by Robert J. Walpole, PE on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

N:\2021\21-0105\Departments\05_Construction\Cost Estimate\LTR 230425 CRP Ph 2- Engineers Certification of Construction Costs.docx

CHW
Professional Consultants

PLANNING DESIGN SURVEYING ENGINEERING CONSTRUCTION

May 15, 2023

City of Alachua
15100 NW 142nd Terrace
Alachua, FL 32615

RE: Convergence Research Park Residential Phase 2 - Sidewalk
Engineer's Certification

To Whom it May Concern:

This letter shall serve as the Engineer's Certification of Costs for the above referenced project.

I hereby certify that the cost of construction applicable to surety left to build is as follows:

Sidewalk Construction $194,712.00

The surety value per City of Alachua ULDC requirements is as follows:

Construction Value x 120%
$194,712.00 x 120% = **$233,654.40**

If you or staff should have any questions or concerns, please do not hesitate to contact me.

Sincerely,
CHW, Inc.

ROBERT JUSTIN WALPOLE
LICENSE
No. 58206
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5/15/23

Robert Walpole, P.E.
President/CEO

N:\2021\21-0106\Departments\05_Construction\Cost Estimate\LTR 230515 CRP Ph 2- Engineers Certification for Sidewalk.docx

To: Kathy Winburn, AICP, City of Alachua Planning & Community Development, Director

From: Braxton Linton III, Project Planner

Date: November 15th, 2022

RE: Convergence Research Park, Phase 2 Subdivision – Concurrency Impact Analysis

This application is for a 103-lot single family detached subdivision on a portion of Alachua County Tax Parcels 03929-000-000 & 03970-000-000. The site is located south of the San Felasco Parkway and is part of a larger master plan for the area. The onsite Future Land Use (FLU) category is Corporate Park District, and the Zoning district classification is Corporate Park (CP), which allows up to four (4) dwelling units per acre.

The following analysis estimates potential impacts on City of Alachua public facilities that may result from the proposed development. The following tables include data from the City of Alachua September 2022 Development Monitoring Report, as well as data obtained within the City Comprehensive Plan and Florida Administrative Code (F.A.C.).

Roadways / Transportation

Table 1: Projected Trip Generation

Land Use	ITE LU Code	Variable (Dwelling units)	Daily	AM Peak			PM Peak		
			Total	Total	In	Out	Total	In	Out
Single Family Detached Housing	210	103	1,037	77	20	57	102	64	38

Source: ITE Trip Generation Manual, 10th Edition

Conclusion: Approval of this application may generate **1,037** daily vehicle trips. This is not anticipated to negatively impact the adopted LOS for adjacent and nearby roadways, as demonstrated in Table 2.

Per City LDR §2.4.14(H)(2), affected roadways for developments generating more than 1,000 external Average Daily Trips (ADT) are those on which the development's impacts are five percent or greater of the Maximum Service Volume (MSV) of the roadway as well as those wholly or partially located within one-half mile of the development's ingress/egress, or to the nearest intersecting major street, whichever is greater. Per City staff, based on this code provision, affected roadways for this project are Segment 4, US 441 from CR 25A East Intersection to SR 235, and Segment 13, CR 241 from CR 235 to South City Limit. This is because the intersections of Progress Boulevard and US 441 and San Felasco Parkway and CR 241 are the two nearest major intersections to the development's ingress/egress.

t: (904) 619-6521 | 8465 Merchants Way, Suite 102, Jacksonville, FL 32222
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 2100 SE 17th Street, Unit 802, Ocala, FL 34471
www.chw-inc.com

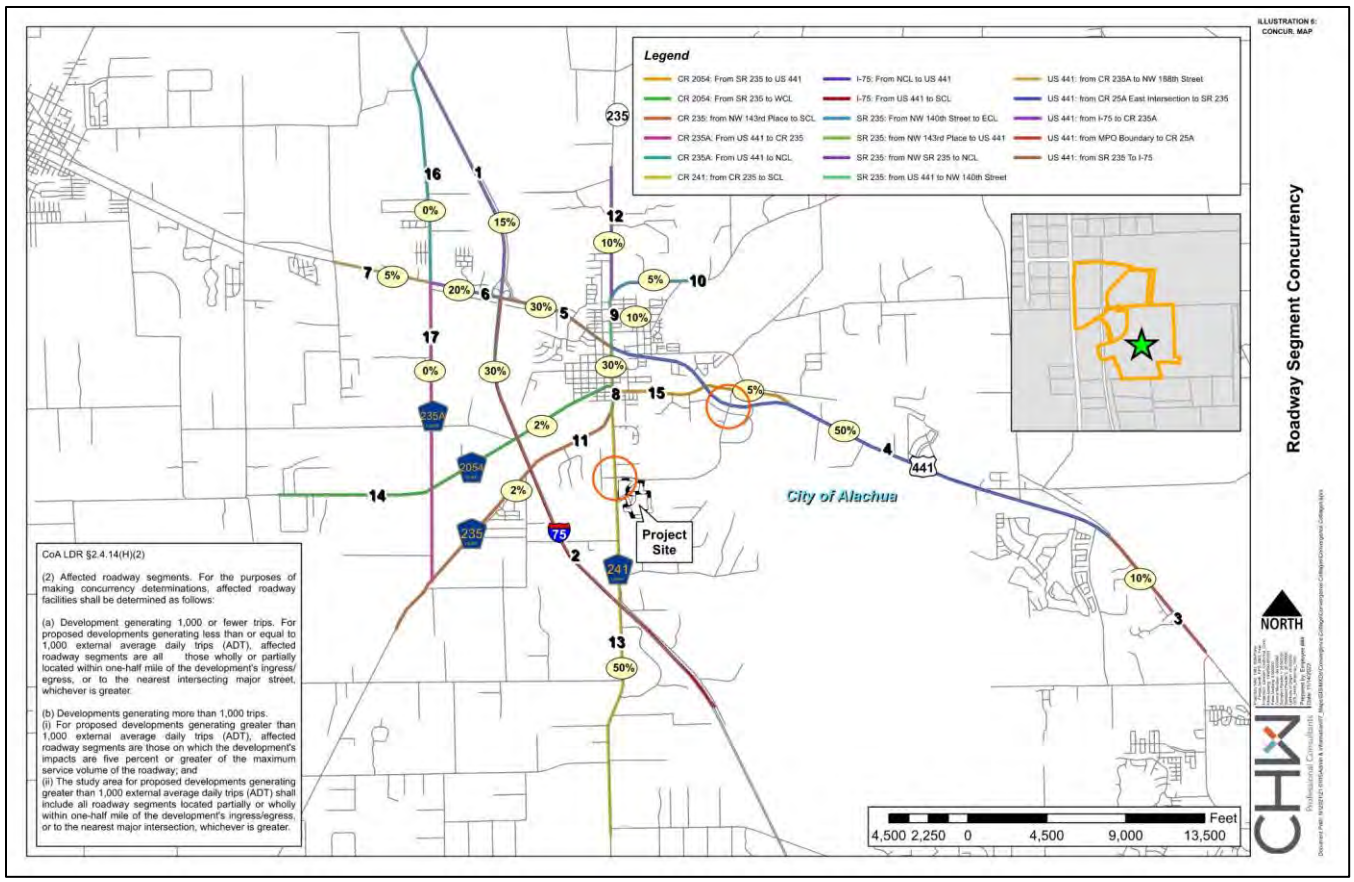


Figure 1: Anticipated Trip Distribution by Roadway Segment

Figure 1 illustrates the anticipated trip distribution. The project site is located South of the San Felasco Parkway. The nearest intersecting major streets are US 441, which intersects with Progress Boulevard, and CR 241, which intersects San Felasco Parkway. Trips to and from the development area are anticipated to be generated predominately by residents.

Table 2: Projected Impacts on Roadways

	AADT	PM	AADT	PM
Traffic System Category	**Segment 4** US 441 From CR 25A East Intersection to SR 235		**Segment 13** CR 241 From CR 235 to South City Limit	
Maximum Service Volume[1]	45,700	4,110	20,880	1,881
Existing Traffic[1]	18,230	1,732	6,025	572
Reserved Trips[1]	6,861	581	1,670	131
Available Capacity	20,609	1,797	13,185	1,178
Projected Trip Generation[2]	519	51	519	51
Available Capacity w/ Application approval	**20,090**	**1,746**	**12,666**	**1,127**

1. *Source: City of Alachua September 2022 Development Monitoring Report*
2. *Segment 4: 50%*
3. *Segment 13: 50%*

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

Potable Water/Sanitary Sewer

Table 3: Projected Potable Water Impact

System Category	Gallons Per Day (GPD)
Current Permitted Capacity[1]	2,300,000
Less actual Potable Water Flows[1]	1,309,417
Reserved Capacity[1]	291,079
Residual Capacity[1]	699,504
Percentage of Permitted Design Capacity Utilized[1]	69.59%
Projected Potable Water Demand from Proposed Project[2]	28,325
Residual Capacity after Proposed Project	**671,179**

1. *Source: City of Alachua September 2022 Development Monitoring Report*
2. *Source: City of Alachua Comprehensive Plan Community Facilities Element, Policy 4.1.c., subsection 2. Formulas used: # of dwelling units * 275 GPD*

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

Table 4: Projected Sanitary Sewer Impact

System Category	Gallons Per Day (GPD)
Treatment Plant Current Permitted Capacity[1]	1,500,000
Less actual Treatment Plant Flows[1]	758,000
Reserved Capacity[1]	265,540
Residual Capacity[1]	476,460
Percentage of Permitted Design Capacity Utilized[1]	68.24%
Projected Sanitary Sewer Demand from Proposed Project[2]	25,750
Residual Capacity after Proposed Project	**450,710**

1. *Source: City of Alachua September 2022 Development Monitoring Report*
2. *Source: City of Alachua Comprehensive Plan Capital Improvements Element*
   *Formulas used: # of dwelling units * 250 GPD*

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

Solid Waste

Table 5: Projected Solid Waste Impact

System Category	LBs Per Day	Tons Per Year
Existing Demand[1]	43,024.00	7,851.88
Reserved Capacity[1]	39,428.48	7,195.70
New River Solid Waste Facility Capacity[1]	50 years	
Solid Waste Generated by Proposed Project[2]	**195.49**	**35.68**

1. *Source: City of Alachua September 2022 Development Monitoring Report.*
2. *Source: Sincero and Sincero; Environmental Engineering: A Design Approach. Prentice Hall, New Jersey, 1996.*
   a. *Formula used, lbs./day: # of dwelling units * 2.6 persons per dwelling unit * 0.73 per capita*
   b. *Formula used, lbs./day to tones/year: (lbs /2,000) * 365*

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

Public School and Recreation Impact

Table 6: Projected Public School Demand

Land Use	Units	Elem.		Middle		High	
		Rate[1]	Total	Rate[1]	Total	Rate[1]	Total
Proposed							
Single-Family Residential	103	0.12	**12**	0.06	**6**	0.09	**9**

1. *Source: City of Alachua September 2022 Development Monitoring Report.*

Conclusion: This submittal would generate an additional demand of 12 elementary, 6 middle, and 9 high school-age student stations to the system. The proposed development would be within the following school zone boundaries: Irby Elementary School (Grades K-2), Alachua Elementary School (Grades 3-5), Mebane Middle School, and Santa Fe High School.

Table 7: Recreational Impact Table

System Category	System Acreage
Existing City of Alachua Acreage[1]	135.48
Acreage Required to Serve Existing Population[1]	53.78
Reserved Capacity[1]	6.68
Available Recreation Acreage	75.02
Proposed Recreational Impact[2]	1.34
Residual Capacity After Proposed Project	**73.69**

1. *Source: City of Alachua September 2022 Development Monitoring Report.*
2. *Source: City of Alachua Comprehensive Plan Recreation Element, Policy 1.2.b. Formula used: # of dwelling units x 2.6 person per du x (5 acres/1,000 persons)*

Conclusion: There is available capacity with this application's approval. Furthermore, onsite recreation facilities are included as a part of Convergence Research Park, including, but not limited to, passive

trails and a bike depot. Thus, the intended residential development is expected to have a minimal impact on the City’s current recreational infrastructure.

To: Kathy Winburn, AICP, City of Alachua Planning & Community Development, Director

From: Braxton Linton III, Project Planner

Date: November 15th, 2022

RE: Convergence Research Park, Phase 2 Subdivision – Comp. Plan Consistency Analysis

This application is for a 103-lot single family detached subdivision on a portion of Alachua County Tax Parcels 03929-000-000 & 03970-000-000. The site is located south of the San Felasco Parkway and is part of a larger master plan for the area. The onsite Future Land Use (FLU) category is Corporate Park District, and the Zoning district classification is Corporate Park (CP), which allows up to four (4) dwelling units per acre.

The following identifies specific City of Alachua Comprehensive Plan Goals, Objectives, and Policies and explains how this application is consistent with each. Comprehensive Plan text is provided in normal font while consistency statements are provided in **bold font**.

Future Land Use Element

Objective 1.4: Corporate Park: The City shall establish one mixed-use land use category: Corporate Park. This land use category shall provide a range of research and development, technology and biotechnology industries, office, supporting retail, and limited residential uses located near major transportation corridors. The Corporate Park category is intended to:

1. Provide appropriate locations for mixed use office-oriented development to promote and foster the growth of established industries within the City, including but not limited to research and development and technology and biotechnology, with provisions for a variety of residential uses; and
2. provide a variety of employment opportunities to the citizens of Alachua and the North Central Florida Region.

The project site has Corporate Park FLU classification. This application seeks to permit 103 single family detached dwelling units, which is part of a larger master plan for the Convergence Research Park. Additional uses within the master planned area include a mix of research and development, technology and biotechnology industries, offices, supportive retail sales, service, and a variety of housing types. The project site is near CR 241 and US 441, a major collector, and a principal arterial, respectively.

Policy 1.4.a: The Corporate Park land use category may include office/business parks, biotechnology and other technologies, business incubators, a limited amount of retail sales and services, single-family and multi-family residential, live-work units, building industry uses, and accessory storage facilities (including outdoor storage yards) either as allowed uses or with a special exception permit. Such uses shall be developed in a manner compatible with surrounding land uses, and to minimize potential nuisances or damage to the environment.

The proposed 103 single family detached dwelling units is aligned with the intent of the Corporate Park FLU. Cottage neighborhoods are a permitted residential use type in the associated Corporate Park zoning district.

t: (904) 619-6521 | 8465 Merchants Way, Suite 102, Jacksonville, FL 32222
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 2100 SE 17th Street, Unit 802, Ocala, FL 34471
www.chw-inc.com

Policy 1.4.d: Development within the Corporate Park land use category that consists of greater than 50 acres of contiguous land may provide clustered residential development. Residential uses within the Corporate Park land use category shall be limited to a gross density of 4 dwelling units per gross acre. Residential development must be developed consistent with the specific criteria identified within the Land Development Regulations for residential development in the Corporate Park zoning district.

The project site for the entire master plan area is greater than 50 acres of contiguous land. Proposed density is less than 4 dwelling units per gross acre. Onsite residential development will be consistent with the specific criteria of the City's Land Development Regulations.

Policy 1.4.f: The City shall develop performance standards for uses in the Corporate Park land use category in order to address the following:

1. Integration of vehicular and non-vehicular access into the site and access management features of site in terms of driveway cuts and cross access between adjacent sites, including use of frontage roads and/or shared access;

Vehicular and non-vehicular site access will be integrated in the design process, with internal roads and sidewalks providing interconnectivity. A combination of sidewalks, multi-use paths, will allow pedestrian and bicycle connectivity within the cottage neighborhood, throughout the Convergence Research Park, and to the San Felasco Parkway.

2. Buffering from adjacent existing/potential uses and use of landscaping to create an integrated design;

Buffering will be provided around the external perimeters of the project site to ensure compatibility with existing adjacent subdivisions, Shaw Farms and Alachua Highlands. The buffers will utilize and retain existing trees to the maximum extent practicable. Detailed landscaping plans will be submitted with construction plan applications.

3. Open space provisions and balance of proportion between gross floor area and site size;

Convergence Research Park is a master planned mixed-use development with ample open space. The design intent is a community with housing and job opportunities that respects and works with natural features. Detailed landscaping plans will be submitted with subsequent construction plan applications.

4. Adequacy of pervious surface area in terms of drainage requirements;

Stormwater Management Systems (SMF) are located throughout the development and adequately address all drainage requirements.

5. Placement of signage;

Signage will be addressed in the site design and development process.

6. Adequacy of site lighting and potential impacts of lighting upon the surrounding area. Lighting should be designed to minimize impacts to preserve the ambiance and quality of the nighttime sky by reducing light trespass and light pollution on adjacent properties by utilizing lighting at appropriate intensities, directions and times to ensure light is not overused or impacting areas where it is not intended;

Site lighting will be addressed in detail in the site design and development process. The overall intent of the Convergence Research Park is to be designed in harmony with nature and with surrounding existing communities. The impact of lighting on surrounding areas off-site will be minimized to the extent practicable and in accordance with City requirements.

7. Safety of on-site circulation patterns (patron, employee, and delivery vehicles), including parking layout and drive aisles, and points of conflict;

Proposed onsite roadway patterns and multi-modal circulation is demonstrated on the attached plans.

8. Landscaping, as it relates to the requirements and goals of the Comprehensive Plan and Land Development Regulations;

Detailed landscaping plans will be submitted with subsequent construction plan applications. All requirements and goals of the Comprehensive Plan and Land Development Regulations will be adhered to.

9. Unique site features and resources which may constrain site development, such as soils, existing vegetation and historic significance;

Existing vegetation is integrated into the design and development process, and disturbance is minimized to the maximum extent practicable. There are no unique site features of historic significance known to be onsite at this time. Onsite soils are conducive to development.

10. Performance based zoning requirements, which may serve as a substitute for or accompany land development regulations in attaining acceptable site design;

Not applicable.

11. Corporate Park uses shall be limited to an intensity of less than or equal to 0.50 floor area ratio for parcels 5 acres or greater, a 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less; and,

Not applicable for this application as this is a residential development.

12. Complementary residential uses.

This application seeks to permit a 103 single family detached subdivision. The resulting residential development will complement the planned nonresidential uses in the Convergence Research Park, as well as existing nonresidential uses in nearby Progress Park.

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

Detailed landscaping plans will be submitted with subsequent site plan applications. Buffering is provided around the external perimeters of the project site, as demonstrated on the attached

plans. This will ensure compatibility with existing adjacent subdivisions, Shaw Farms and Alachua Highlands. The buffers retain existing trees to the maximum extent practicable.

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

Convergence Research Park is a master planned corporate park development with ample open space. The design intent is a mixed-use community that respects nature features. Detailed landscaping plans will be submitted with subsequent site plan applications. At least 10% open space will be provided.

Objective 4.1: Infill development shall be encouraged in order to protect the unique character of existing neighborhoods and commercial developments, provide for a safe urban environment, increase densities and intensities in a manner compatible with existing uses, provide open spaces, and restore or maintain economic vitality and cultural diversity.

The project area for Convergence Research Park is currently vacant land. The land surrounding the project area is currently utilized, be it by existing neighborhoods, City- or State-owned land, or commercial development. The development of Convergence Research Park will "fill in" this remaining piece of undeveloped land, bound by developed and utilized land. Therefore, this development can be considered infill.

The overall Convergence Research Park master planned area includes both residential and nonresidential development. This overall development will not encroach on the unique character of existing neighborhoods or commercial developments, as it will be self-contained and adequately buffered along perimeters. A safe urban environment will be provided via roadway design that minimizes conflict points between pedestrians and drivers and the provision of safety features such as adequate lighting. The density and intensity of the area will be increased in a manner that is compatible with existing uses, with a residential density of 4 dwelling units/acre and an intensity comparable to nearby Progress Park. Linked open space will be provided throughout the master planned area, which is designed in harmony with its natural surroundings. Economic vitality will be enhanced through the provision of more commercial and business space. Cultural diversity may be increased by expanded housing options, offering access to the City to a broader swath of future residents.

The site's master plan is designed to respect natural features while providing a mix of residential and nonresidential uses. This site's development helps to reduce development pressures at the urban fringe and in rural areas that are not as well supported by public facilities and services.

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

Convergence Research Park is served by public facilities and services that adequately support the overall corporate park development program. Each design component adheres to Comprehensive Plan and LDR development standards.

Objective 5.1: Natural features: The City shall coordinate Future Land Use designations with appropriate topography, soils, areas of seasonal flooding, wetlands and habitat during review of proposed amendments to the Future Land Use Map and the development

review process. Natural features may be included as amenities within a development project.

There are no wetlands or flood areas onsite.

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

The site's design minimizes impacts to the natural topography to the greatest extent practicable. Natural features dictate the location of open space and Stormwater Management Facilities (SMF), as well as roadway alignments and developed areas.

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

There are currently three types of soils located onsite:

- **Arredondo Fine Sand, 0 to 5% Slopes (Hydro Group: A)**
- **Fort Meade Fine Sand, 0 to 5% Slopes (Hydro Group: A)**
- **Kendrick Sand, 5 to 8% Slopes (Hydro Group: B)**

Each of the soil types mentioned above are conducive to residential developments of this nature with minimal limitations. No soil protection or intervention measures are required.

Policy 5.1.c: Flood prone areas: The City shall require as part of the development review process the identification of FEMA flood zone areas. Where necessary, base flood elevations and minimum finished floor elevations shall be established. The City shall also require finished floor elevations on subdivision plats, site plans and building permit plans when necessary to determine compliance with flood prone area regulations. The City shall establish standards for a limitation on filling in flood prone areas.

There are no FEMA flood prone areas onsite.

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

There are no wetlands located onsite.

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

The Ecological Survey Report prepared by Flatwoods Consulting Group, dated May 28th, 2021, determined that no listed wildlife or plant species were observed on the project site. These findings are the result of both field review and desktop review of available data.

The report notes that certain listed species have the potential to occur on the project site. These include:

- **Florida sandhill crane, with a low likelihood of occurrence due to little habitat being present**
- **Florida scrub-jay, with a low likelihood of occurrence due to lack of suitable habitat being present**
- **Little blue heron, with a moderate likelihood of occurrence due to some suitable habitat being present**
- **Tricolored heron, with a moderate likelihood of occurrence due to some suitable habitat being present**
- **Southeastern American kestrel, with a moderate likelihood of occurrence due to some habitat being present**
- **Bald eagle, with a low likelihood of occurrence due to little habitat being present**
- **Wood stork, with a low likelihood of occurrence due to little habitat being present**
- **Red-cockaded woodpecker, with a low likelihood of occurrence due to a lack of suitable habitat being present**
- **Eastern indigo snake, with a low likelihood of occurrence due to little habitat being present**
- **Gopher tortoise, with a moderate likelihood of occurrence due to some habitat being present**
- **Florida pine snake, with a moderate likelihood of occurrence due to some habitat being present**

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

A Concurrency Impact Analysis report, included in this submittal, estimates the impacts onsite development could have on available facilities and services. No facilities and/or services will operate below the adopted Level of Service (LOS) following onsite development.

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

Public facilities shall continue to operate at or below established LOS standards following onsite development, to follow the platting process.

Conservation and Open Space Element

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

There are three type of soils located onsite:

- **Arredondo Fine Sand, 0-5% Slopes (Hydro Group: A)**
- **Fort Meade Fine Sand, 0 to 5% Slopes (Hydro Group: A)**
- **Kendrick Sand, 5 to 8% Slopes (Hydro Group: B)**

The soil types mentioned above are conducive to residential developments of this nature with minimal limitations. No soil protection or intervention measures are required.

LEGAL DESCRIPTION

DATE: November 08, 2022
CLIENT: San Felasco Research Ventures, LLC
PROJECT NO: 21-0105.13
DESCRIPTION FOR: Convergence Research Parcel – Residential Phase 2

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 26, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 26; THENCE NORTH 88°11'56" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 26, A DISTANCE OF 40.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (A.K.A. NORTHWEST 140TH STREET), HAVING AN 80 FOOT RIGHT-OF-WAY; THENCE SOUTH 02°05'16" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 327.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11419.16 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°39'24" EAST, 630.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°09'44", AN ARC LENGTH OF 630.26 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°14'16" EAST, A DISTANCE OF 370.10 FEET TO THE SOUTH LINE OF SAID LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 88°16'47" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 435.44 FEET; THENCE NORTH 88°20'20" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 345.34 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING THE SOUTH LINE OF AFOREMENTIONED LANDS AND THROUGH THE FOLLOWING TWENTY (20) COURSES AND DISTANCES (1) NORTH 11°04'32" WEST, 130.63 FEET; (2) THENCE NORTH 16°41'56" WEST, 125.00 FEET; (3) THENCE SOUTH 73°18'04" WEST, 34.32 FEET; (4) THENCE NORTH 16°41'56" WEST, 70.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 14.14 FEET; (5) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 15.71 FEET; (6) THENCE NORTH 16°41'56" WEST, 95.00 FEET; (7) THENCE SOUTH 73°18'04" WEST, 194.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 61°41'56" WEST, 77.78 FEET; (8) THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (9) THENCE NORTH 16°41'56" WEST, 170.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 77.78 FEET; (10) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (11) THENCE NORTH 73°18'04" EAST, 279.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°48'15" EAST, 307.84 FEET; (12) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°59'38", AN ARC LENGTH OF 319.10 FEET; TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°18'15" EAST, 131.69 FEET; (13) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°00'22", AN ARC LENGTH OF 132.51 FEET; (14) THENCE NORTH 1°41'56" WEST, 236.37 FEET; (15) THENCE NORTH 4°15'02" WEST, 75.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1535.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 87°01'31" EAST, 68.36 FEET; (16) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°33'06", AN ARC LENGTH OF 68.36 FEET; (17) THENCE NORTH 88°18'04" EAST, 315.00 FEET; (18) THENCE NORTH 1°41'56" WEST, 47.49 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 130.96 FEET;

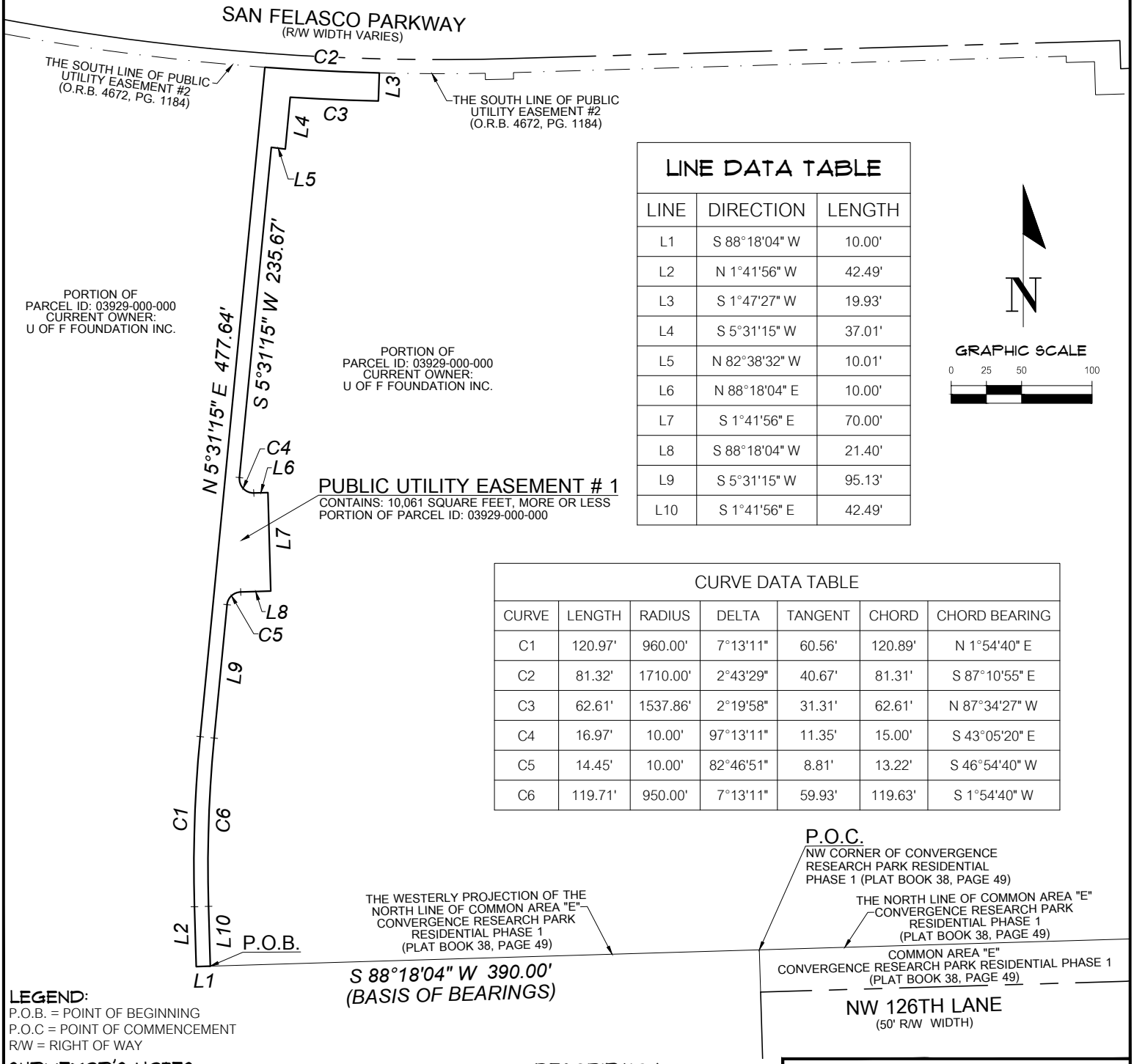
(19) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 131.05 FEET; (20) THENCE NORTH 5°31'15" EAST, A DISTANCE OF 487.64 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN FELASCO PARKWAY (VARYING RIGHT-OF-WAY) AND THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 84°28'45" EAST, 80.00 FEET; THENCE EAST ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED PARKWAY, THROUGH A CENTRAL ANGLE OF 2°41'47", AND AN ARC LENGTH OF 80.01 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 5°31'15" WEST, A DISTANCE OF 487.64 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 120.89 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 120.97 FEET; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 400.00 FEET TO THE NORTHWEST CORNER OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, RECORDED IN PLAT BOOK 38, PAGE 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY FLORIDA; THENCE THROUGH THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE WEST BOUNDARY OF AFOREMENTIONED PLAT (1) SOUTH 1°41'56" EAST, 896.43 FEET; (2) THENCE SOUTH 5°24'03" WEST, 60.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1720.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°48'07" EAST, 107.88 FEET; (3) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°35'39", AN ARC LENGTH OF 107.90 FEET; (4) THENCE SOUTH 8°59'43" WEST, 125.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1595.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 88°17'10" WEST, 404.30 FEET; (5) THENCE WEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'44", AN ARC LENGTH OF 405.39 FEET; (6) THENCE SOUTH 15°55'58" EAST, 293.99 FEET TO THE SOUTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466, PAGE 377 AND THE SOUTHWEST CORNER OF AFOREMENTIONED PLAT, PUBLIC RECORDS OF ALACHUA COUNTY; THENCE ALONG THE SOUTH LINE OF SAID O.R. BOOK AND PAGE SOUTH 88°20'20" WEST, A DISTANCE OF 747.60 FEET BACK TO THE **POINT OF BEGINNING**.

CONTAINING 32.27 ACRES, MORE OR LESS.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN FRACTIONAL SECTION 23,
F.R. SANCHEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

SKETCH - NOT A BOUNDARY SURVEY



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	S 88°18'04" W	10.00'
L2	N 1°41'56" W	42.49'
L3	S 1°47'27" W	19.93'
L4	S 5°31'15" W	37.01'
L5	N 82°38'32" W	10.01'
L6	N 88°18'04" E	10.00'
L7	S 1°41'56" E	70.00'
L8	S 88°18'04" W	21.40'
L9	S 5°31'15" W	95.13'
L10	S 1°41'56" E	42.49'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	120.97'	960.00'	7°13'11"	60.56'	120.89'	N 1°54'40" E
C2	81.32'	1710.00'	2°43'29"	40.67'	81.31'	S 87°10'55" E
C3	62.61'	1537.86'	2°19'58"	31.31'	62.61'	N 87°34'27" W
C4	16.97'	10.00'	97°13'11"	11.35'	15.00'	S 43°05'20" E
C5	14.45'	10.00'	82°46'51"	8.81'	13.22'	S 46°54'40" W
C6	119.71'	950.00'	7°13'11"	59.93'	119.63'	S 1°54'40" W

LEGEND:
P.O.B. = POINT OF BEGINNING
P.O.C = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY

SURVEYOR'S NOTES:
1.) BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF S 88°18'04" E FOR THE WESTERLY PROJECTION OF THE NORTH LINE OF COMMON AREA "E" OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE I AS RECORDED IN PLAT BOOK 38, PAGE 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

DESCRIPTION:
(SEE SHEET 2 OF 2)

CERTIFIED TO:
SAN FELASCO RESEARCH VENTURES, LLC.

SHEET NO: 1 OF 2

This map prepared by:
ANDREW K. SMITH
Professional Surveyor & Mapper Fla. License No. 7132

Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE: 01/07/2023
TECHNICIAN: KWM
CHECKED BY: AKS
PROJECT NUMBER: 21-0105.13

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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

EASEMENT DESCRIPTION

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 23, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF COMMON AREA "E" OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38, PAGE 29 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 88°18'04" WEST, ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID COMMON AREA "E", A DISTANCE OF 390.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°18'04" WEST, ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID COMMON AREA "E", A DISTANCE OF 10.00 FEET; THENCE DEPARTING THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID COMMON AREA "E", NORTH 1°41'56" WEST, A DISTANCE OF 42.49 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 120.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 120.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 5°31'15" EAST, A DISTANCE OF 477.64 FEET TO THE SOUTH LINE OF PUBLIC UTILITY EASEMENT # 2, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4672, PAGE 1184 OF SAID PUBLIC RECORDS, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1710.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 87°10'55" EAST, 81.31 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTH LINE OF SAID PUBLIC UTILITY EASEMENT # 2, THROUGH A CENTRAL ANGLE OF 2°43'29", AN ARC LENGTH OF 81.32 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE SOUTH LINE OF SAID PUBLIC UTILITY EASEMENT # 2, SOUTH 1°47'27" WEST, A DISTANCE OF 19.93 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1537.86 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 87°34'27" WEST, 62.61 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°19'58", AN ARC LENGTH OF 62.61 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°31'15" WEST, A DISTANCE OF 37.01 FEET; THENCE NORTH 82°38'32" WEST, A DISTANCE OF 10.01 FEET; THENCE SOUTH 5°31'15" WEST, A DISTANCE OF 235.67 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 43°05'20" EAST, 15.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°13'11", AN ARC LENGTH OF 16.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 21.40 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 46°54'40" WEST, 13.22 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°46'51", AN ARC LENGTH OF 14.45 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°31'15" WEST, A DISTANCE OF 95.13 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 119.63 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 119.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS: 10,061 SQUARE FEET, MORE OR LESS

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

CERTIFIED TO:

SAN FELASCO RESEARCH VENTURES, LLC.

SHEET NO: 2 OF 2

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ANDREW K. SMITH

SEE SHEET ONE OF TWO

Professional Surveyor & Mapper Fla. License No. 7132

DATE: 01/07/2023
TECHNICIAN: KWM
CHECKED BY: AKS
PROJECT NUMBER: 21-0105.13

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

LEGAL DESCRIPTION

DATE: January 7, 2023
CLIENT: San Felasco Research Ventures, LLC.
PROJECT NO: 21-0105.13
DESCRIPTION FOR: Offsite Public Utility Easement 1

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 23, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF COMMON AREA "E" OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38, PAGE 29 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 88°18'04" WEST, ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID COMMON AREA "E", A DISTANCE OF 390.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 88°18'04" WEST, ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID COMMON AREA "E", A DISTANCE OF 10.00 FEET; THENCE DEPARTING THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID COMMON AREA "E", NORTH 1°41'56" WEST, A DISTANCE OF 42.49 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 120.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 120.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 5°31'15" EAST, A DISTANCE OF 477.64 FEET TO THE SOUTH LINE OF PUBLIC UTILITY EASEMENT # 2, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4672, PAGE 1184 OF SAID PUBLIC RECORDS, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1710.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 87°10'55" EAST, 81.31 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTH LINE OF SAID PUBLIC UTILITY EASEMENT # 2, THROUGH A CENTRAL ANGLE OF 2°43'29", AN ARC LENGTH OF 81.32 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE SOUTH LINE OF SAID PUBLIC UTILITY EASEMENT # 2, SOUTH 1°47'27" WEST, A DISTANCE OF 19.93 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1537.86 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 87°34'27" WEST, 62.61 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°19'58", AN ARC LENGTH OF 62.61 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°31'15" WEST, A DISTANCE OF 37.01 FEET; THENCE NORTH 82°38'32" WEST, A DISTANCE OF 10.01 FEET; THENCE SOUTH 5°31'15" WEST, A DISTANCE OF 235.67 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 43°05'20" EAST, 15.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°13'11", AN ARC LENGTH OF 16.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 21.40 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 46°54'40" WEST, 13.22 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°46'51", AN ARC LENGTH OF 14.45 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°31'15" WEST, A DISTANCE OF 95.13 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 119.63 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF

7°13'11", AN ARC LENGTH OF 119.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET TO THE **POINT OF BEGINNING.**

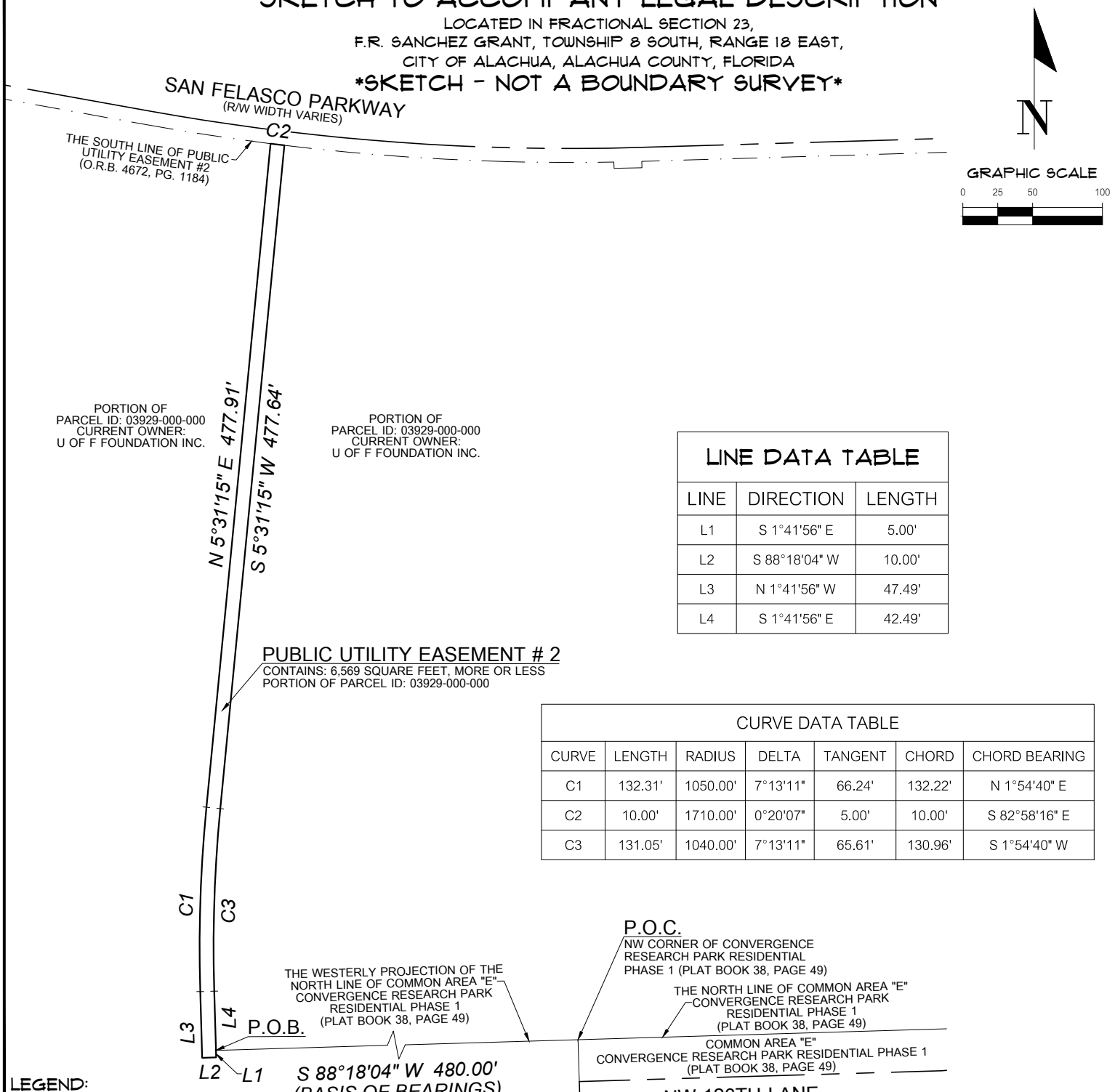
THE ABOVE DESCRIBED EASEMENT CONTAINS: 10,061 SQUARE FEET, MORE OR LESS

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN FRACTIONAL SECTION 23,
F.R. SANCHEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

SKETCH - NOT A BOUNDARY SURVEY



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	S 1°41'56" E	5.00'
L2	S 88°18'04" W	10.00'
L3	N 1°41'56" W	47.49'
L4	S 1°41'56" E	42.49'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	132.31'	1050.00'	7°13'11"	66.24'	132.22'	N 1°54'40" E
C2	10.00'	1710.00'	0°20'07"	5.00'	10.00'	S 82°58'16" E
C3	131.05'	1040.00'	7°13'11"	65.61'	130.96'	S 1°54'40" W

LEGEND:
P.O.B. = POINT OF BEGINNING
P.O.C = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY

SURVEYOR'S NOTES:
1.) BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF S 88°18'04" E FOR THE WESTERLY PROJECTION OF THE NORTH LINE OF COMMON AREA "E" OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE I AS RECORDED IN PLAT BOOK 38, PAGE 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

DESCRIPTION:
(SEE SHEET 2 OF 2)

CERTIFIED TO:
SAN FELASCO RESEARCH VENTURES, LLC.

SHEET NO: 1 OF 2

This map prepared by:
ANDREW K. SMITH
Professional Surveyor & Mapper Fla. License No. 7132

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE: 01/07/2023
TECHNICIAN: KWM
CHECKED BY: AKS
PROJECT NUMBER: 21-0105.13

SCALE: 1" = 100'
VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

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

EASEMENT DESCRIPTION

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 23, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF COMMON AREA "E" OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38, PAGE 29 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 88°18'04" WEST, ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID COMMON AREA "E", A DISTANCE OF 480.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID COMMON AREA "E", SOUTH 1°41'56" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 1°41'56" WEST, A DISTANCE OF 47.49 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 132.22 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 132.31 FEET TO THE END OF SAID CURVE; THENCE NORTH 5°31'15" EAST, A DISTANCE OF 477.91 FEET TO THE SOUTH LINE OF PUBLIC UTILITY EASEMENT # 2, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4672, PAGE 1184 OF SAID PUBLIC RECORDS, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1710.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°58'16" EAST, 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTH LINE OF SAID PUBLIC UTILITY EASEMENT # 2, THROUGH A CENTRAL ANGLE OF 0°20'07", AN ARC LENGTH OF 10.00 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE SOUTH LINE OF PUBLIC UTILITY EASEMENT # 2, SOUTH 5°31'15" WEST, A DISTANCE OF 477.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 130.96 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 131.05 FEET TO THE END OF SAID CURVE; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS: **6,569 SQUARE FEET, MORE OR LESS**

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

CERTIFIED TO:

SAN FELASCO RESEARCH VENTURES, LLC.

SHEET NO: 2 OF 2

This map prepared by:

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ANDREW K. SMITH

SEE SHEET ONE OF TWO

Professional Surveyor & Mapper Fla. License No. 7132

DATE: 01/07/2023
TECHNICIAN: KWM
CHECKED BY: AKS
PROJECT NUMBER: 21-0105.13

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

LEGAL DESCRIPTION

DATE: January 7, 2023
CLIENT: San Felasco Research Ventures, LLC.
PROJECT NO: 21-0105.13
DESCRIPTION FOR: Offsite Public Utility Easement 2

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 23, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF COMMON AREA "E" OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38, PAGE 29 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 88°18'04" WEST, ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID COMMON AREA "E", A DISTANCE OF 480.00 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID COMMON AREA "E", SOUTH 1°41'56" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 1°41'56" WEST, A DISTANCE OF 47.49 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 132.22 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 132.31 FEET TO THE END OF SAID CURVE; THENCE NORTH 5°31'15" EAST, A DISTANCE OF 477.91 FEET TO THE SOUTH LINE OF PUBLIC UTILITY EASEMENT # 2, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4672, PAGE 1184 OF SAID PUBLIC RECORDS, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1710.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°58'16" EAST, 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTH LINE OF SAID PUBLIC UTILITY EASEMENT # 2, THROUGH A CENTRAL ANGLE OF 0°20'07", AN ARC LENGTH OF 10.00 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE SOUTH LINE OF PUBLIC UTILITY EASEMENT # 2, SOUTH 5°31'15" WEST, A DISTANCE OF 477.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 130.96 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 131.05 FEET TO THE END OF SAID CURVE; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED EASEMENT CONTAINS: 6,569 SQUARE FEET, MORE OR LESS.

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

City of Alachua

PUBLIC SCHOOL STUDENT GENERATION CALCULATION FORM

PROJECT # **APPLICATION DATE**

NAME & DESCRIPTION OF PROJECT

PROJECT ADDRESS (Contact 911 Addressing @ 352.338.7361)

Tax Parcel Numbers

Acreage

DEVELOPMENT DATA (check all that apply)

Single Family Multi Family Exempt (See exemptions on page 2)

Number of Units Number of Units

Level of Review

Pre-Application Conference Preliminary Final Revised Staff Administrative Review

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

EXPLANATION OF STUDENT GENERATION CALCULATION

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

SCHOOL CONCURRENCY SERVICE AREAS (SCSA) FOR PROJECT LOCATION

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

SCHOOL CONCURRENCY SERVICE AREAS (SCSA)

Elementary **Middle** **High**

SINGLE FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

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

MULTI FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

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

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

EXEMPT DEVELOPMENTS (click all that apply)

Existing legal lots eligible for a building permit

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

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

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

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

AUTHORIZED AGENT

Name:

Mailing Address:

Phone:

Email:

PROPERTY OWNER

Name:

Mailing Address

Phone:

Email

CERTIFICATION

PROJECT NAME : **PROJECT #:**

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

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

Elementary SCSA Capacity Required

Capacity Available Available Capacity

Capacity Available in 3 yrs Available Capacity

Capacity Available in Adjacent SCSA Available Capacity

Middle SCSA Capacity Required

Capacity Available Available Capacity

Capacity Available in 3 yrs Available Capacity

Capacity Available in Adjacent SCSA Available Capacity

High SCSA

Capacity Available Available Capacity

Capacity Available in 3 yrs Available Capacity

Capacity Available in Adjacent SCSA Available Capacity

Denial for reasons stated

Approved by

School Board Staff Certification

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

Date:

City of Alachua Staff

A complete application for the development project was accepted on

Date:

Signed:

Printed Name:

ALACHUA 441 LLC
12801 NW 56TH AVE
GAINESVILLE, FL 32653

ALACHUA SELF STORAGE INC
PO BOX 1857
ALACHUA, FL 32616

AMSDELL STORAGE VENTURES 59 LLC
20455 EMERALD PARKWAY DR SW STE
CLEVELAND, OH 44135

CALVARY BAPTIST CHURCH OF, ALA
PO BOX 1227
ALACHUA, FL 32616

CHAMBERS & WALLACE
1225 NW FRONTIER DR
LAKE CITY, FL 32055

CHAMBERS RONALD C
1225 NW FRONTIER DR
LAKE CITY, FL 32055

CITY OF ALACHUA
PO BOX 9
ALACHUA, FL 32616

CONCEPT DEVELOPMENT INC
1449 SW 74TH DR STE 200
GAINESVILLE, FL 32607

DCB GABLES LC
110 NW 2ND AVE
GAINESVILLE, FL 32601

GEOLINE HOLDINGS LLC
13430 NW 104TH TER #A
ALACHUA, FL 32615

HILLMAN SUPPLY COMPANY INC
PO BOX 2339
ALACHUA, FL 32616

MCMILLAN EULA LOLE LIFE ESTATE
PO BOX 1011
ALACHUA, FL 32616

PROGRESS CENTER PROPERTY OWNEI
PO BOX 969
ALACHUA, FL 32616

PRUITT E L JR
PO BOX 894
ALACHUA, FL 32616

SAGAR ROBERT G & TERRY
PO BOX 1809
ALACHUA, FL 32616

SAN FELASCO RESEARCH VENTURES L
PO BOX 238
LAKE BUTLER, FL 32054

SCENTWORX INC
PO BOX 253
ALACHUA, FL 32616

STATE OF FLA IIF
TIITF REC & PARKS SAN FELASCO HAMI
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399

STATE OF FLORIDA IIF
TIITF REC & PARKS, SAN FELASCO HAM
3900 COMMON WEALTH BLVD
TALLAHASSEE, FL 32399

STATE OF FLORIDA IIF
TIITF/REC & PARKS, SAN FELASCO STA
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399

WOODSCAPES INTERIORS INC
26509 W US HWY 27
HIGH SPRINGS, FL 32643

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3389115 7 PG(S)
12/29/2021 1:13 PM
BOOK 4964 PAGE 1044
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1057641
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $57,804.60
Intang. Tax: $0.00

Prepared by and return to:
Marsha M. Wilkes

Florida Land Title Services, LLC
2323 S. Florida Avenue
Lakeland, FL 33803
863-688-7038
File Number: **21110001**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 22 day of **December, 2021** between **University of Florida Foundation, Inc., a Florida not for profit corporation** whose post office address is **P.O. Box 14425, Gainesville, FL 32604**, grantor, and **San Felasco Research Ventures, LLC, a Florida limited liability company** whose post office address is **P.O. Box 238, Lake Butler, FL 32054**, 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 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:

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 26 AND THE F.R. SANCHEZ GRANT ALL IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHEAST CORNER OF THE SOUTH ONE HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE AFOREMENTIONED FRACTIONAL SECTION 23; THENCE SOUTH 2°22'57"EAST, ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 23 AND ALSO BEING THE WEST LINE OF REPLAT OF PROGRESS CENTER AS PER PLAT THEREOF RECORDED IN PLAT BOOK P. PAGES 48 AND 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1650.94 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM 3456) MARKING THE SOUTHWEST CORNER OF SAID REPLAT OF PROGRESS CENTER AND THE POINT-OF-BEGINNING; THENCE DEPARTING SAID EAST LINE OF SAID FRACTIONAL SECTION 23, AND ALONG THE SOUTH LINE OF SAID REPLAT OF PROGRESS CENTER, SOUTH 88°19'42" EAST, A DISTANCE OF 372.92 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LB 2389) MARKING THE NORTHEAST CORNER OF A 100 FOOT WIDE INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1993 AT PAGE 0358 OF THE SAID PUBLIC RECORDS; THENCE SOUTH 2°24'55" EAST. ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 197.02 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION, TOP BROKEN) MARKING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,050.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°29'15" WEST, 883.15 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°44'19" AN ARC DISTANCE OF 911.50 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LB 2389) MARKING THE END OF SAID CURVE, SAID POINT LYING ON THE AFOREMENTIONED SAID EAST LINE OF SAID FRACTIONAL SECTION 23; THENCE

SOUTH 2°26'25" EAST, ALONG THE SAID EAST LINE, A DISTANCE OF 1289.26 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 23; THENCE SOUTH 2°05'15" EAST, ALONG THE EAST LINE OF AFOREMENTIONED FRACTIONAL SECTION 26, A DISTANCE OF 495.88 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTH BOUNDARY LINE OF SHAW FARMS OF ALACHUA, AS RECORDED IN PLAT BOOK "L", PAGE 64, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID LINE ALSO BEING THE NORTHEASTERLY LINE OF THE AFOREMENTIONED F.R. SANCHEZ GRANT AND THE SOUTH LINE OF GOVERNMENT LOT 1 OF SAID FRACTIONAL SECTION 26; THENCE DEPARTING SAID EAST LINE NORTH 65°57'44" WEST, ALONG THE SAID NORTH BOUNDARY LINE OF SHAW FARMS OF ALACHUA, A DISTANCE OF 1138.44 FEET TO A 4" SQUARE CONCRETE MONUMENT (RLS 509); THENCE CONTINUING ALONG SAID NORTH LINE OF SHAW FARMS OF ALACHUA, SOUTH 88°11'52" WEST, A DISTANCE OF 260.29 FEET TO A 4" SQUARE CONCRETE MONUMENT (RLS 509); THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88°10'19" WEST, A DISTANCE OF 1375.37 FEET TO A 4" SQUARE CONCRETE MONUMENT AT THE NORTHWEST CORNER OF LOT 22, SAID SHAW FARMS OF ALACHUA; THENCE ALONG THE WEST LINE OF SAID LOT 22, SOUTH 2°05'34" EAST, A DISTANCE OF 903.47 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 22 ALSO BEING THE NORTHEAST CORNER OF LANDS AS DESCRIBED AS "PARCEL III" IN OFFICIAL RECORDS BOOK 2394 AT PAGE 2237 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 87°47'59" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 129.63 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 2°02'58" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 428.42 FEET TO A 4" SQUARE CONCRETE MONUMENT (RLS 509) MARKING THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING ON THE NORTH LINE OF AFOREMENTIONED SHAW FARMS OF ALACHUA, AND ALSO BEING ON THE SOUTH LINE OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 88°20'20" WEST, ALONG THE NORTH LINE OF SAID SHAW FARMS OF ALACHUA AND ITS WESTERLY EXTENSION AND ALSO THE SOUTH LINE OF SAID LANDS IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377, A DISTANCE OF 2415.15 FEET TO A 4" SQUARE CONCRETE MONUMENT (RLS 509); THENCE SOUTH 88°16'47" WEST, ALONG SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377, A DISTANCE OF 435.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTHWEST COUNTY ROAD 241 (A.K.A. NORTHWEST 140TH STREET), HAVING AN 80 FOOT RIGHT-OF-WAY: THENCE NORTH 5°14'16" WEST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 370.10 FEET TO 5/8" STEEL ROD AND CAP STAMPED FLA DOT, MARKING THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11,419.16 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 3°39'24" WEST, 630.18 FEET; THENCE ALONG SAID EAST RIGHT OF WAY, NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°09'44", AN ARC DISTANCE OF 630.26 FEET TO A 5/8" STEEL ROD AND CAP STAMPED FLA DOT, MARKING THE END OF SAID CURVE; THENCE NORTH 2°05'16" WEST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1661.20 FEET TO THE SOUTHWEST CORNER OF HIDDEN MEADOWS, AS RECORDED IN PLAT BOOK "R", PAGE 2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 88°20'46" EAST, ALONG THE SOUTH LINE OF SAID HIDDEN MEADOWS, A DISTANCE OF 1501.59 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SAID HIDDEN MEADOWS; THENCE NORTH 2°35'34" WEST, ALONG THE EAST LINE OF SAID HIDDEN MEADOWS, A DISTANCE OF 25.97 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LS 3784) MARKING THE SOUTHWEST CORNER OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2396 AT PAGE 1039 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA: THENCE NORTH 88°20'38" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 2900.15 FEET TO A SET 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075 MARKING THE SOUTHEAST CORNER

DoubleTime®

OF SAID LANDS; THENCE NORTH 2°22'09" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 660.12 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LS 3784) MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2900 AT PAGE 1014 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 54°04'53" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 1259.13 FEET TO A SET 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075 MARKING THE SOUTHERLY MOST CORNER OF SAID LANDS; THENCE NORTH 54°27'14" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 128.78 FEET TO 4" SQUARE CONCRETE MONUMENT (TOP BROKEN NO IDENTIFICATION) MARKING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 930.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°44'39" EAST, 806.85 FEET; THENCE NORTHERLY ALONG SAID EASTERLY LINE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°25'01", AN ARC DISTANCE OF 834.58 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LB 2389) MARKING THE END OF SAID CURVE AND THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 88°19'23" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 247.83 FEET TO A 4" SQUARE CONCRETE MONUMENT (RLS 509) MARKING THE INTERSECTION WITH THE EAST LINE OF AFOREMENTIONED FRACTIONAL SECTION 23; THENCE NORTH 2°22'57" WEST, ALONG SAID EAST LINE OF FRACTIONAL SECTION 23, A DISTANCE OF 308.43 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT RIGHT OF WAY OF SAN FELASCO PARKWAY, AS PER OFFICIAL RECORDS BOOK 4672, PAGE 1075 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 24, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHEAST CORNER OF THE SOUTH ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE AFOREMENTIONED FRACTIONAL SECTION 23; THENCE SOUTH 2°22'57" EAST, ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 23 AND ALSO BEING THE WEST LINE OF REPLAT OF PROGRESS CENTER AS PER PLAT THEREOF RECORDED IN PLAT BOOK P, PAGES 48 AND 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1650.94 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM 3456) MARKING THE SOUTHWEST CORNER OF SAID REPLAT OF PROGRESS CENTER AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF SAID FRACTIONAL SECTION 23, AND ALONG THE SOUTH LINE OF SAID REPLAT OF PROGRESS CENTER, SOUTH 88°19'42" EAST, A DISTANCE OF 372.92 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LB 2389); THENCE SOUTH 2°24'55" EAST, A DISTANCE OF 197.02 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION, TOP BROKEN) MARKING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°02'02" WEST, 999.68 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°51'14", AN ARC DISTANCE OF 1041.90 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 54°27'10" WEST, A DISTANCE OF 441.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1810.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°43'32" WEST, 143.57 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°32'45" AN ARC DISTANCE OF 143.60 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 29°25'07" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 60°34'53" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 29°25'07" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1810.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°37'37" WEST, 532.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF

DoubleTime®

16°55'31", AN ARC DISTANCE OF 534.68 FEET TO THE END OF SAID CURVE; THENCE SOUTH 09°19'39" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 80°40'21" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 09°19'39" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1810.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°16'42" WEST, 190.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°02'45", AN ARC DISTANCE OF 190.99 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 551.14 FEET; THENCE SOUTH 01°41'56" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°41'56" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 1324.31 FEET; THENCE SOUTH 01°41'56" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°41'56" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 432.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°45'52" WEST, 351.51 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°52'06", AN ARC DISTANCE OF 352.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 79°49'49" WEST, A DISTANCE OF 563.98 FEET THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1580.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°18'53"WEST, 81.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°58'07", AN ARC DISTANCE OF 81.86 FEET TO THE END OF SAID CURVE, THENCE SOUTH 05°23'16" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 84°36'44" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 05°23'16" EAST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1580.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°15'24" WEST, 156.07 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°39'43", AN ARC DISTANCE OF 156.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°54'44" WEST, A DISTANCE OF 421.65 FEET; THENCE SOUTH 02°05'16" EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 87°54'44" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 241, (ALSO KNOWN AS NW 140TH/ STREET, AN 80 FOOT WIDE PUBLIC RIGHT OF WAY); THENCE RUN NORTH 2°05'16" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 370.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 87°54'44" EAST, A DISTANCE OF 441.65 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1700.00 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°11'34" EAST, 171.72 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°47'24", AN ARC DISTANCE OF 171.79 FEET TO THE END OF SAID CURVE; THENCE NORTH 05°23'16" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 84°36'44" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 05°23'16" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°22'43" EAST, 91.86 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°05'47", AN ARC DISTANCE OF 91.88 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 79°49'49" EAST, A DISTANCE OF 563.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1580.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°14'53" EAST, 78.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°50'07", AN ARC DISTANCE OF 78.19 FEET TO THE END OF SAID CURVE; THENCE NORTH 05°31'15" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 84°28'45" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 05°31'15" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1580.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°59'44" EAST, 149.03 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°24'22", AN ARC DISTANCE OF 149.08 FEET TO THE

POINT OF TANGENCY; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 432.20 FEET; THENCE NORTH 01°41'56" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 01°41'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 629.24 FEET; THENCE NORTH 01°41'56" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 01°41'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 595.07 FEET; THENCE NORTH 01°41'56" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 01°41'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 551.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1690.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°17'20" EAST, 761.04 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°01'28", AN ARC DISTANCE OF 767.62 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°25'07" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 60°34'53" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 29°25'07" EAST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1690.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°40'09" EAST, 130.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°26'00", AN ARC DISTANCE OF 130.77 FEET TO THE POINT OF TANGENCY; THENCE NORTH 54°27'09"EAST, A DISTANCE OF 312.86 FEET TO THE SOUTHERLY MOST CORNER OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2900 AT PAGE 1014 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID LANDS THROUGH THE FOLLOWING TWO COURSES; 1) NORTH 54°27'14" EAST, A DISTANCE OF 128.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 930.00 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°45'06" EAST, 806.91 FEET; 2) NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°25'15", AN ARC DISTANCE OF 834.64 FEET TO A 4" SQUARE CONCRETE MONUMENT STAMPED "PRM LB 2389" MARKING THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 88°19'23" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 247.95 FEET TO A 4" SQUARE CONCRETE MONUMENT STAMPED "RLS 509" MARKING IT'S INTERSECTION OF THE EAST LINE OF SAID FRACTIONAL SECTION 23; THENCE NORTH 02°22'57" WEST, ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 23, A DISTANCE OF 308.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 19, 20 AND 37 OF TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 24, TOWNSHIP 8 SOUTH, RANGE 18 EAST, BEING ON THE WEST LINE OF THE AFOREMENTIONED SECTION 19, TOWNSHIP 8 SOUTH, RANGE 19 EAST, FOR A POINT OF REFERENCE AND RUN S. 89 DEG. 46 MIN. 15 SEC. E., ALONG AN EASTERLY PROJECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 2661.77 FEET; THENCE RUN N. 28 DEG. 01 MIN. 56 SEC. E., A DISTANCE OF 1381.93 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 20-25 (A.K.A. U.S. HIGHWAY NO. 441); THENCE RUN S. 61 DEG. 58 MIN. 21 SEC. E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 232.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 5896.58 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4 DEG. 04 MIN. 59 SEC., AN ARC DISTANCE OF 420.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF S. 64 DEG. 01 MIN. 02 SEC. E., 420.12 FEET TO THE END OF SAID CURVE; THENCE RUN S. 66 DEG. 04 MIN. 08 SEC. E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.84 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2210 PAGE 1517 AS RECORDED IN THE PUBLIC RECORDS OF ALACHUA COUNTY,

DoubleTime®

FLORIDA; THENCE CONTINUE S. 66 DEG. 04 MIN. 08 SEC. E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE S.66°04'08"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 2,090.13 FEET, TO INTERSECT THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND AS PER OFFICIAL RECORDS BOOK 1523, PAGE 895 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE S.37°51'54"W. ALONG THE WEST LINE OF SAID TRACT OF LAND AS PER OFFICIAL RECORDS BOOK 1523, PAGE 895 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 2,413.60 FEET TO A POINT ON THE SOUTHEASTERLY EXTENSION OF THE NORTH LINE OF A CITY OF GAINESVILLE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1589, PAGE 2936 OF THE SAID PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE FOLLOWING THE NEXT FIVE COURSES ALONG SAID EXTENSION THEREOF AND NORTH LINE OF SAID CITY OF GAINESVILLE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1589, PAGE 2936 OF THE SAID PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, N.74°35'09"W., A DISTANCE OF 1,873.17 FEET; THENCE N.07°49'31"E., A DISTANCE OF 75.10 FEET; THENCE N.82°10'23"W., A DISTANCE OF 49.97 FEET; THENCE S.07°52'36"W., A DISTANCE OF 75.00 FEET; THENCE N.89°38'57"W., A DISTANCE OF 922.54 FEET TO INTERSECT THE EAST LINE OF A 100 FT. WIDE FLORIDA POWER CORPORATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 297 OF THE SAID PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE N.00°36'14"E. ALONG THE EAST LINE OF SAID 100 FT. WIDE FLORIDA POWER CORPORATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 297 AND DEED BOOK 226, PAGE 201 OF THE SAID PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1,282.44 FEET TO AN INTERSECTION WITH THE SOUTH BOUNDARY OF PARCEL "E" RECORDED IN OFFICIAL RECORDS BOOK 1659, PAGE 2265 OF THE SAID PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE FOLLOWING THE NEXT TWO COURSES ALONG THE SOUTH AND EAST BOUNDARIES OF PARCEL "E" AS RECORDED IN OFFICIAL RECORDS BOOK 1659, PAGE 2265 OF THE SAID PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.89°46'21"E., A DISTANCE OF 1,022.75 FEET; THENCE N.28°02'28"E., A DISTANCE OF 784.31 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2210 PAGE 1517 AS RECORDED IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA: THENCE FOLLOWING THE NEXT TWO COURSES ALONG THE SOUTH AND EAST BOUNDARIES OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2210 PAGE 1517 AS RECORDED IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.61°57'32"E., A DISTANCE OF 655.26 FEET; THENCE N.28°02'28"E., A DISTANCE OF 615.49 FEET; THENCE S.66°04'08"E., A DISTANCE OF 50.00 FEET; THENCE N.28°02'28"E., A DISTANCE OF 65.00 FEET TO THE TRUE POINT OF BEGINNING.

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 claiming by, through or under grantors.

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

DoubleTime®

Signed, sealed and delivered in our presence:

Witness Name: Tonya J Burningham

Witness Name: Tara Boonstra

University of Florida Foundation, Inc., a Florida not for profit corporation

By: _____
David M. Christie, Treasurer

(Corporate Seal)

Reviewed
Tara Boonstra
UFF Legal Counsel

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 21 day of December, 2021 by David M. Christie, Treasurer of University of Florida Foundation, Inc., a Florida not for profit corporation, on behalf of the corporation. He [X] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

Tara Boonstra
Notary Public

Printed Name: _____

My Commission Expires: _____

Tara Boonstra
Notary Public
State of Florida
Comm# HH114703
Expires 4/7/2025

DoubleTime®

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2022 PAID REAL ESTATE 15528

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03929 000 000	12742 NW 133RD TER	1700

SAN FELASCO RESEARCH VENTURES
LLC
PO BOX 238
LAKE BUTLER, FL 32054

EXEMPTIONS:

SCAN TO PAY ONLINE

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.7662	50,603	0	50,603	392.99
LIBRARY GENERAL	1.0565	50,603	0	50,603	53.46
SCHOOL CAP PROJECT	1.5000	50,603	0	50,603	75.90
SCHOOL DISCRNRY & CN	0.7480	50,603	0	50,603	37.85
SCHOOL GENERAL	3.2500	50,603	0	50,603	164.46
SCHOOL VOTED	1.0000	50,603	0	50,603	50.60
CHILDREN'S TRUST	0.4612	50,603	0	50,603	23.34
SUWANNEE RIVER WATER MGT DIST	0.3368	50,603	0	50,603	17.04
CITY OF ALACHUA	5.3900	50,603	0	50,603	272.75

TOTAL MILLAGE 21.5087 AD VALOREM TAXES $1,088.39

LEGAL DESCRIPTION

S1/2 LYING S OF A LINE THAT COM AT S 1 DEG E 632.67 FT S OF NE COR OF GOVT LOT 1
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS $0.00

PAY ONLY ONE AMOUNT.

COMBINED TAXES AND ASSESSMENTS $1,088.39

IF PAID BY	Nov 30, 2022				
PLEASE PAY	$0.00				

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

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2022 PAID REAL ESTATE 15528

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

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

ACCOUNT NUMBER	PROPERTY ADDRESS
03929 000 000	12742 NW 133RD TER

SAN FELASCO RESEARCH VENTURES
LLC
PO BOX 238
LAKE BUTLER, FL 32054

PAY ONLY ONE AMOUNT

	IF PAID BY	PLEASE PAY
☐	Nov 30, 2022	$0.00
☐		
☐		
☐		
☐		

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

Receipt # 22-0028233 $1,044.85 Paid 11/21/2022

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2022 PAID REAL ESTATE 15896

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03970 000 000	UNASSIGNED LOCATION RE	1700

SAN FELASCO RESEARCH VENTURES
LLC
PO BOX 238
LAKE BUTLER, FL 32054

EXEMPTIONS:

SCAN TO PAY ONLINE

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.7662	24,279	0	24,279	188.56
LIBRARY GENERAL	1.0565	24,279	0	24,279	25.65
SCHOOL CAP PROJECT	1.5000	24,279	0	24,279	36.42
SCHOOL DISCRNRY & CN	0.7480	24,279	0	24,279	18.16
SCHOOL GENERAL	3.2500	24,279	0	24,279	78.91
SCHOOL VOTED	1.0000	24,279	0	24,279	24.28
CHILDREN'S TRUST	0.4612	24,279	0	24,279	11.20
SUWANNEE RIVER WATER MGT DIST	0.3368	24,279	0	24,279	8.18
CITY OF ALACHUA	5.3900	24,279	0	24,279	130.86

TOTAL MILLAGE 21.5087 AD VALOREM TAXES $522.22

LEGAL DESCRIPTION

N1/2 OF NW1/4 LESS R/W (LESS THE E 30 FT OF THE S 429.50 FT PER OR 1967/1017)(LE
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS $0.00

PAY ONLY ONE AMOUNT.

COMBINED TAXES AND ASSESSMENTS $522.22

IF PAID BY	Nov 30, 2022				
PLEASE PAY	$0.00				

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

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2022 PAID REAL ESTATE 15896

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

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

ACCOUNT NUMBER	PROPERTY ADDRESS
03970 000 000	UNASSIGNED LOCATION RE

SAN FELASCO RESEARCH VENTURES
LLC
PO BOX 238
LAKE BUTLER, FL 32054

PAY ONLY ONE AMOUNT

	IF PAID BY	PLEASE PAY
☐	Nov 30, 2022	$0.00
☐		
☐		
☐		
☐		

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

Receipt # 22-0028233 $501.33 Paid 11/21/2022

December 22, 2022

Brian Crawford
San Felasco Research Ventures, LLC.
1449 SW 74th Dr
Ste 200
Gainesville, FL 32607-0013

SUBJECT: Permit Number ERP-001-205889-7
Convergence Subdivision Phase 2

Dear Brian Crawford:

Enclosed is your ERP Individual Permit issued by the Suwannee River Water Management District on December 22, 2022. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at https://permitting.sjrwmd.com/srepermitting/jsp/start.jsp. Click to sign-in to your existing account or to create a new account. Select the "Apply/Submit" tab, select "Submit Compliance Data", enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select "the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Resource Management Division at (386) 362-1001.

Compliance with Other Permitting Programs:
This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

The Suwannee River Water Management District did not issue a National Pollutant Discharge Elimination System (NPDES) permit for this project. If this project meets the thresholds such that a NPDES permit is required, you must apply to the Florida Department of Environmental Protection directly. More information about NPDES permits may be found online at

https://floridadep.gov/water/stormwater. **Failure to obtain a NPDES permit prior to construction could subject you to enforcement action by that agency.**

For projects which involve wetlands or surface waters, the Suwannee River Water Management District did not issue a federal authorization for use or impacts to wetlands under federal jurisdiction, this project. Therefore, you must apply directly to the US Army Corps of Engineers (USACE). More information about USACE permitting may be found online at https://www.saj.usace.army.mil/. **Failure to obtain USACE authorization prior to construction could subject you to federal enforcement action by that agency.**

Transferring Your Permit:

Your permit requires you to notify the District in writing within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit".

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact us at (386) 362-1001.

Sincerely,

Timothy W Alexander

Tim Alexander
Deputy Executive Director

Enclosures: Permit

cc: District Permit File

SUWANNEE RIVER
WATER MANAGEMENT DISTRICT

ERP Individual Permit

PERMITTEE:
Brian Crawford
San Felasco Research Ventures, LLC.
1449 SW 74th Dr
Ste 200
Gainesville, FL 32607-0013

PERMIT NUMBER: ERP-001-205889-7
DATE ISSUED: December 22, 2022
DATE EXPIRES: December 22, 2027
COUNTY: Alachua
TRS: S23 T8S R18E, S26 T8S R18E, S23 T8S R19E, S26 T8S R19E

PROJECT: Convergence Subdivision Phase 2

Upon completion, the approved entity to which operation and maintenance maybe transferred pursuant to rule 62-330.310 and 62-330.340 or 40B-4.1130, Florida Administrative Code (F.A.C) shall be:

Brian Crawford
San Felasco Research Ventures, LLC.
1449 SW 74th Dr
Ste 200
Gainesville, FL 32607-0013

Based on the information provided to the Suwannee River Water Management District (District), the above mentioned project has met the conditions of issuance as found in subsection 62-330.301, subsections 62-330.407 through 62-330.635, or subsection 40B-4.3030, F.A.C. The permit is hereby in effect for the activity description below:

Convergence Subdivision Phase 1 was for the construction of 17.93 acres of impervious area and the construction, operation, and maintenance of a stormwater management system to serve a total of 21.0 acres of impervious area on a total project area of 43.44 acres. This major modification authorizes the construction of 29.38 acres of additional impervious area on a total project area of 51.51 acres and the modification, operation, and maintenance of the existing stormwater management system to serve a total of 56.92 acres of impervious area. The project shall be constructed in a manner consistent with the application package, plans, and calculations submitted and certified by Robert Walpole, P.E., of CHW on or before December 22, 2022.

As the permittee and/or operation and maintenance entity, it is your responsibility to ensure that adverse off-site impacts do not occur either during or after the construction. Any additional construction or alterations not authorized by this permit may result in flood control or water quality problems both on and off site and will be a violation of District rule.

You and any other substantially affected persons are entitled to request an administrative hearing or mediation. Please refer to the enclosed notice of rights.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in paragraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or

    b. For all other activities — “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].

    c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

    a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

    b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

    a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;

    b. Convey to the permittee or create in the permittee any interest in real property;

    c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

    d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S. Written authorization that requires formal execution by the

Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the

permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with section 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

20. Operation and maintenance of the surface water management system shall be the responsibility of the permittee until such time as those responsibilities are transferred to the approved association. Prior to the association assuming operation and maintenance responsibilities, permittee shall request transfer to operation and maintenance entity.

21. Prior to a dedication or transfer of all or any part of the common properties which is directly or indirectly related to the surface water management system, the dedication or approval of the transfer must be authorized by the District through modification of any and all permits or authorizations issued by the District. Such modifications shall be made under the lawfully adopted rules of the District in effect at the time of application for modification.

22. Permittee shall submit to the District within 30 days of issuance of permit, proof that the Articles of Incorporation have been filed with the Secretary of State and that the corporation is in good standing.

23. Permittee shall submit to the District within 30 days of issuance of permit, proof that all surface water management systems are located on the common areas and that the common areas are owned or controlled by the homeowner's association.

24. Prior to the sale of any lot or parcel, the permittee must record Declarations of Covenants and Restrictions which include a restriction on the real property pursuant to section 704.06, F.S.; prohibiting all construction including clearing, dredging, or filling, except that which is specifically authorized by Environmental Resource permit, within the conservation areas delineated on the final plans and/or mitigation proposal approved by the District.

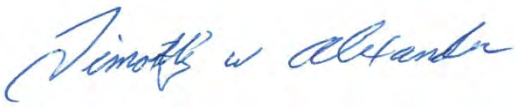
25. Prior to the Permittee seeking to transfer the operation and maintenance to a Homeowner's Association, the Permittee must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Homeowner's Association commenced and the Permittee shall demonstrate to the Suwannee River Water Management District's satisfaction that the Homeowner's Association is an active, ongoing concern which the Permittee shall establish by submitting copies of all minutes

of meetings of members of the Association, the board of directors, copies of all operation and maintenance expenses incurred and documentation showing that all assessments that were levied have been collected and such other documentation as the Suwannee River Water Management District may reasonably deem necessary to establish that the Homeowner's Association is an active, functioning and ongoing concern.

26. The permittee shall include the finished floor elevations for the lots and the wetland delineation lines on the final subdivision plat and shall submit a copy of the final, approved plat to the District following recordation.

WITHIN 30 DAYS AFTER COMPLETION OF THE PROJECT, THE PERMITTEE SHALL NOTIFY THE DISTRICT, IN WRITING, THAT THE FACILITIES ARE COMPLETE.

AUTHORIZED BY: Suwannee River Water Management District

By: 

Tim Alexander
Deputy Executive Director

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, (F.S.), before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 F.S. Pursuant to Rule 28-106.111, Florida Administrative Code, (F.A.C.), the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, F.A.C.

2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the pe1mit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, F.A.C., the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, F.A.C.

3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), F.S., where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, F.A.C.

4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), F.S., where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, F.A.C.

5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.

6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, F.A.C.

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, F.A.C.

8. Pursuant to Section 120.68, F.S., a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 3 73, F. S., may seek review of the order pursuant to Section 373.114, F.S., by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental

Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.

10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent to:

Brian Crawford
San Felasco Research Ventures, LLC.
1449 SW 74th Dr
Ste 200
Gainesville, FL 32607-0013
(352) 333-3233

This December 22, 2022

_____
Deputy Clerk
Suwannee River Water Management District
9225 C.R. 49
Live Oak, Florida 32060
386.362.1001 or 800.226.1066 (Florida only)

cc: File Number: ERP-001-205889-7

NOTICING INFORMATION

Dear Permittee:

Please be advised that the Suwannee River Water Management District (District) has not published a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit to file a petition challenging the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a onetime notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice, the time to challenge the issuance of your permit will not expire.

A copy of the notice and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit as proof of publication. In accordance with 40B-1.1010(4), F.A.C., a copy of the affidavit shall be provided to the District within 14 days of publication. A scanned copy of the affidavit may be forwarded to Tilda Musgrove by email at *tjm@srwmd.org* (preferred method) or send the original affidavit of publication to:

Tilda Musgrove
Resource Management
9225 CR 49
Live Oak, FL 32060

If you have any questions, please contact me at 386.362.1001.
Sincerely,

Tilda Musgrove

Tilda Musgrove
Business Resource Specialist
Resource Management

NOTICE OF AGENCY ACTION TAKEN BY THE
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:
(Name and address of applicant)_____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.
A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40BB-1.1010, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the Resource Management Business Resource Specialist at District Headquarters, 9225 CR 49, Live Oak FL 32060 or by e-mail to tjm@srwmd.org, within twenty-one (21) days of newspaper publication of the notice of intended District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., is not available.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Live Oak, FL during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the next regular District business day.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40B-1.1010, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, you may request the Notice of Rights for this permit by contacting the Business Resource Specialist in the Division of Resource Management (RM), 9225 CR 49, Live Oak, FL 32060, or by phone at 386.362.1001.

NEWSPAPER ADVERTISING

ALACHUA
Gainesville Sun Legal Advertising
PO Box 14747
Gainesville, FL 32614
352.372.4222

BRADFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

COLUMBIA
Lake City Reporter
180 E Duval Street
Lake City, FL 32055
386.754.0401

DIXIE
Dixie County Advocate
174 County Road 351
Cross City, FL 32628
352.498.3312

GILCHRIST
Gilchrist County Journal
207 N Main St
Trenton, FL 32693
352.463.7135

HAMILTON
Jasper News
521 Demorest Street SE
Live Oak, FL 32064
386.362.1734

JEFFERSON
Monticello News
PO Drawer 772
Madison, FL 32344
850.997.3568

LAFAYETTE
Mayo Free Press
521 Demorest Street SE
Live Oak, FL 32064
386.362.1734

LEVY
Levy County Journal
PO Box 159
Bronson, FL 32621
352.486.2312

MADISON
Madison Carrier
PO Drawer 772
Madison, FL 32344
850.973.4141

SUWANNEE
Suwannee Democrat
521 Demorest Street SE
Live Oak, FL 32064
386.364.1734

TAYLOR
Taco Times
PO Box 888
Perry, FL 32348
850.584.5513

UNION
Union County Times
125 E Main Street
Lake Butler, FL 32054
386.496.2261

May 30, 2023

Matt Cason
San Felasco Research Ventures, LLC
P.O. Box 238
Lake Butler, FL 32054

RE: Convergence Research Park Phase 2 (±36.67 acres)
Listed Species Survey
Alachua County, Florida

Dear Matt Cason:

On May 25, 2023, Flatwoods Consulting Group Inc. (Flatwoods) conducted a listed species survey including a 100 percent gopher tortoise (*Gopherus polyphemus*) resurvey at the approximate 36.67-acre Convergence Research Park Phase 2 project site (Aerial Map). The project area is located within Parcel ID Nos. 03970-000-000 and 03929-000-000 according to the Alachua County Property Appraiser's Website and in Sections 23 and 26, Township 8 South, Range 18 East (Quad Map). More specifically, the site is located southwest of San Felasco Parkway and east of NW 140th Street in Alachua, Florida (Location Map). Flatwoods previously conducted a listed species survey for the Convergence Research Park Residential Phase 1 on May 3, 2022.

LISTED SPECIES SURVEY

Flatwoods conducted a listed species survey in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) Florida Wildlife Conservation Guide. The purpose of the listed species survey was to identify presence and relative abundance of species considered Endangered, Threatened, or of Special Concern by the U.S. Fish and Wildlife Service (FWS) under 50 of the Code of Federal Regulations (CFR) 11-12 and FWC under Chapter 68A-27, of the Florida Administrative Code [F.A.C.] In addition, Flatwoods conducted a 100 percent resurvey to locate gopher tortoise (*Gopherus polyphemus*) burrows and estimate the density of gopher tortoises on the project site. The tortoise survey was conducted in accordance with the FWC methodology as outlined in the Gopher Tortoise Permitting Guidelines April 2008 (revised April 2023). An Authorized Gopher Tortoise Agent conducted the gopher tortoise survey.

No listed species were observed during the surveys conducted on May 25, 2023. No known bald eagle (*Haliaeetus leucocephalus*) nests occur within one mile of the project area according to the Audubon Florida EagleWatch Program (Florida Natural Areas Inventory [FNAI]/FWC Map). The project area is not located within a wood stork (*Mycteria americana*) Core Foraging Area (CFA). According to the 1999 FWC wading bird colony database, no active wading bird colonies are located within one mile of the project site. Based on the site's available habitats and location, other listed species have the potential to occur. Table 1 attached to this letter describes the potentially occurring species' habitat preferences,

preferred survey window, their likelihood of occurrence and whether they were observed in the site, and their FWS and FWC listing status. The species that have a moderate or high probability of occurrence or the results of species-specific surveys are described in the sections below.

Florida Sandhill Crane

The Florida sandhill crane is listed as Threatened by the FWC and not listed by the FWS. Florida sandhill cranes are long-legged, long-necked, gray birds with a patch of bald, red skin on top of their heads. Florida sandhill cranes are omnivorous, eating a variety of plant and animal matter. Habitats preferred by sandhill cranes include prairies, freshwater marshes, and pasture lands and they typically avoid forests and deep marshes but use transition zones and edges between these and prairies or pasture lands. Their nest is a mound of herbaceous plant material in shallow water or on the ground in marshy areas and they often favor wetlands dominated by pickerelweed (*Pontederia cordata*) and maidencane (*Panicum hemitomon*). No Florida sandhill cranes were observed on the project site, and no suitable nesting habitat occurs on the project site.

Southeastern American Kestrel

The southeastern American kestrel (*Falco sparverius paulus*) is listed as Threatened by the FWC. It is a resident subspecies of the American kestrel (*Falco sparverius*) and kestrels observed in Florida during the breeding season (April-August) are assumed to be resident southeastern American kestrels. They are found in upland habitats, including sandhills, flatwoods, pastures, sand pine scrubs, and prairies. As cavity nesters and sit and wait predators, they require suitable cavity trees and perches in their territories as well as open ground cover to see and capture their prey. Typical prey items include insects, lizards, small rodents, and small birds. No kestrels were observed on the project site, and no suitable nesting habitat occurs on the project site.

Gopher Tortoise

The gopher tortoise is listed as Threatened by the FWC and is a candidate for listing by the FWS. Gopher tortoises are terrestrial turtles averaging nine to 11 inches in length. They are typically found in sandhill, pine flatwoods, scrub, dry prairie, coastal dunes, and other well-drained, open habitats. Gopher tortoises dig half-moon-shaped burrows that average 15 feet long and seven feet deep. No potentially occupied gopher tortoise burrows during the 100 percent gopher tortoise survey.

SUMMARY

Listed Species: No listed species were observed within the project area during the surveys conducted on May 25, 2023.

Please call our office at (813) 600-5747 with any questions or comments regarding this Listed Species Survey.

Sincerely,

M. Camille Knight
Ecologist II

Lee M. Walton
Senior Ecologist II/Principal

Enclosures:

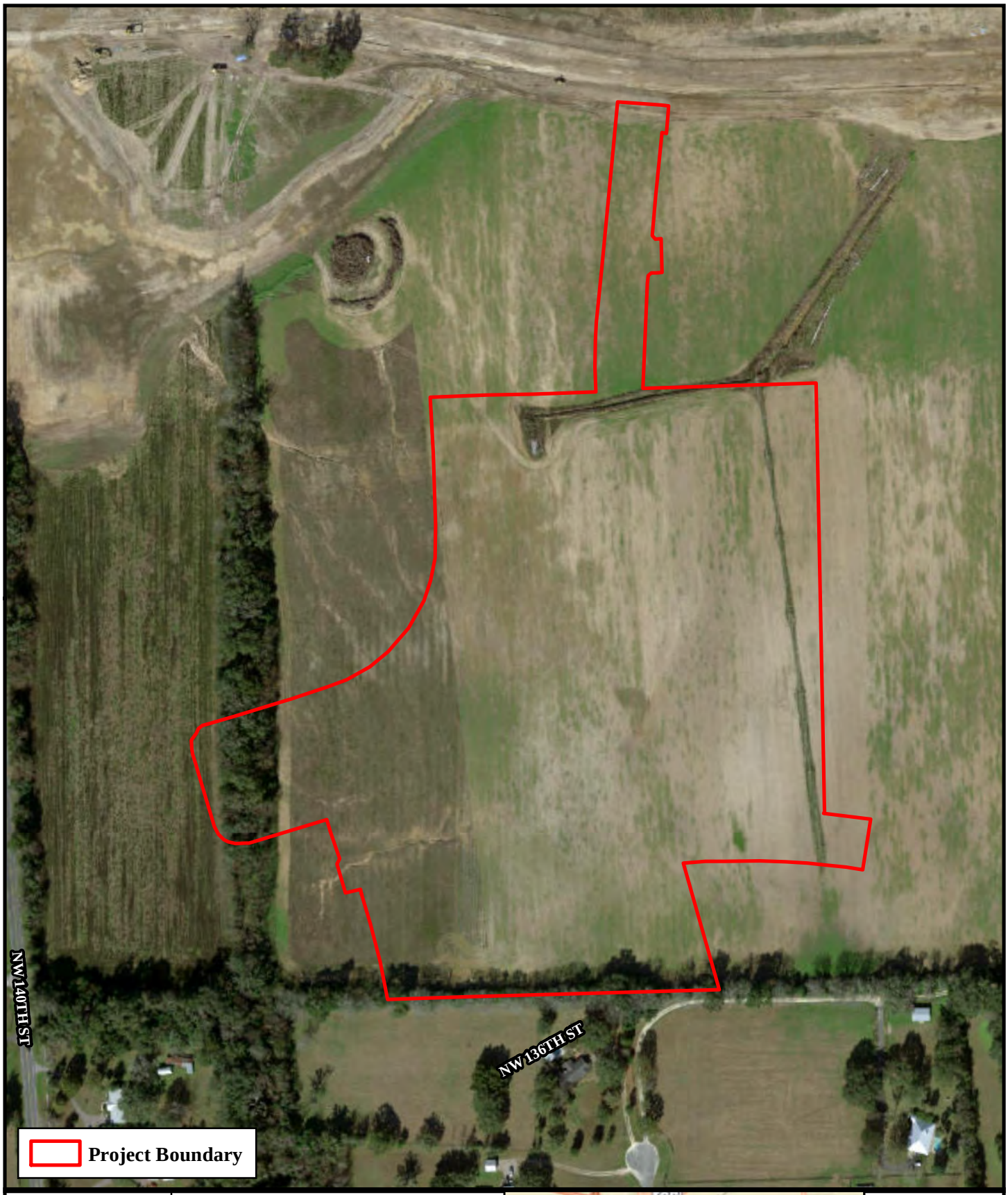
1. Table 1 Protected Animals Potentially Occurring on the Convergence Research Park Residential Phase 2 Project in Alachua County, Florida
2. Aerial Map
3. Quad Map
4. Location Map
5. FNAI/FWC Map

Table 1 Protected Plants and Animals Potentially Occurring on the Convergence Research Park Residential Phase 2 Project Site in Alachua County, Florida

Species	Habitat of Occurrence	Preferred Survey Window[1]	Likelihood of Occurrence on Project Area	Status[2]	
				Federal[3]	State[4]
BIRDS					
Antigone canadensis pratensis Florida sandhill crane	Prairies, freshwater marshes, and pasture lands. Avoids forests and deep marshes but uses transition zones and edges between these and prairies or pasture lands.	S – January-June B – December-June	Moderate: Suitable foraging, nesting unlikely	---	T
Egretta caerulea Little blue heron	Shallow freshwater, brackish water and saltwater habitats.	S - Year round B - March-July	Low: Lack of suitable foraging and nesting habitat	---	T
Egretta tricolor Tricolored heron	Forages in a variety of permanently and seasonally flooded wetlands, ditches, edges of ponds, and lakes. Inland nesting colonies typically found in Carolina willow dominated wetlands.	S - Year round B - March-July	Low: Lack of suitable foraging and nesting habitat	---	T
Falco sparverius paulus Southeastern American kestrel	Found in open pine habitats, woodland edges, dry prairies, and pastures.	S - April-August B - April-August	Moderate: Suitable habitat present, nesting unlikely	---	T
Haliaeetus leucocephalus Bald eagle	Areas close to the coast, bays, rivers, lakes, or other bodies of water. Typically nests in live mature pines and cypress trees.	S - Year round B - October-May	Low: Lack of suitable foraging and nesting habitat	---[5]	---[5]
Mycteria americana Wood stork	Forages in shallow water in freshwater marshes, swamps, lagoons, ponds, tidal creeks, flooded pastures, and ditches. Nests in colonies in cypress swamps.	S - Year round B - March-August	Low: Lack of suitable foraging and nesting habitat	T	FT
Picoides borealis Red-cockaded woodpecker	Open pine woodlands with mature to over-mature pine trees and a diversity of grass, forbs, and shrub species.	S - Year round B - April-July	Low: Lack of suitable foraging and nesting habitat	E	FE

Species	Habitat of Occurrence	Preferred Survey Window[1]	Likelihood of Occurrence on Project Area	Status[2]	
				Federal[3]	State[4]
Platalea ajaja Roseate spoonbill	Occur in coastal marshes, lagoons, mudflats, and mangroves. Forages in shallow water with muddy bottom in both salt and fresh water.	S - Year round B - April-July	Low: Lack of suitable foraging and nesting habitat	---	T
REPTILES					
Alligator mississippiensis American alligator	Permanent bodies of fresh water, including marshes, swamps, lakes, and rivers. Occasionally wanders into brackish and salt water but rarely remains there.	S - Year round B - April-August	Low: Lack of suitable habitat	T(SA)	FT(SA)
Drymarchon corais couperi Eastern indigo snake	Broad range of habitats from scrub and sandhill to wet prairies, forested wetlands, and mangrove swamps. Often seeks refuge in gopher tortoise burrows in sandy uplands, but also forages in mesic and hydric habitats.	S - Year round B - November-April	Low: Little suitable habitat present	T	FT
Gopherus polyphemus Gopher tortoise	Found in dry upland habitats, including sandhill, scrub, xeric oak hammock, and dry prairie flatwoods; also, commonly uses disturbed habitats such as pastures, old fields, abandoned citrus groves, and road shoulders.	S - Year round B - March-October	Low: No burrows observed	---	T
Pituophis melanoleucus mugitus Florida pine snake	Found in sandhill and former sandhill, including old fields and pastures, but also sand pine scrub and scrubby flatwoods with open canopies and dry sandy soils. Often coexists with pocket gophers and gopher tortoises.	S - Year round B - April-February	Low: Lack of suitable habitat	---	T
PLANTS					
Rhus michauxii False poison sumac	Dry, open, rocky, or sandy woodlands over mafic bedrock. Often found on ridges and river bluffs.	S - Year round F - June	Low: Lack of suitable habitat	E	E

1 - S = Survey Window, B = Breeding Season, F = Flowering Season
2 - E = Endangered, T = Threatened, FE = Federally Endangered, FT = Federally Threatened, S/A = Similarity of Appearance
3 - U.S. Fish and Wildlife Service
4 - Florida Fish and Wildlife Conservation Commission or Florida Department of Agriculture and Consumer Services
5 - Protected under the Bald and Golden Eagle Protection Act
Table Source: Florida Wildlife Conservation Guide, Florida's Breeding Bird Atlas, FWS iPAC, and Florida Natural Areas Inventory



Feet
0 300
1 in = 300 feet

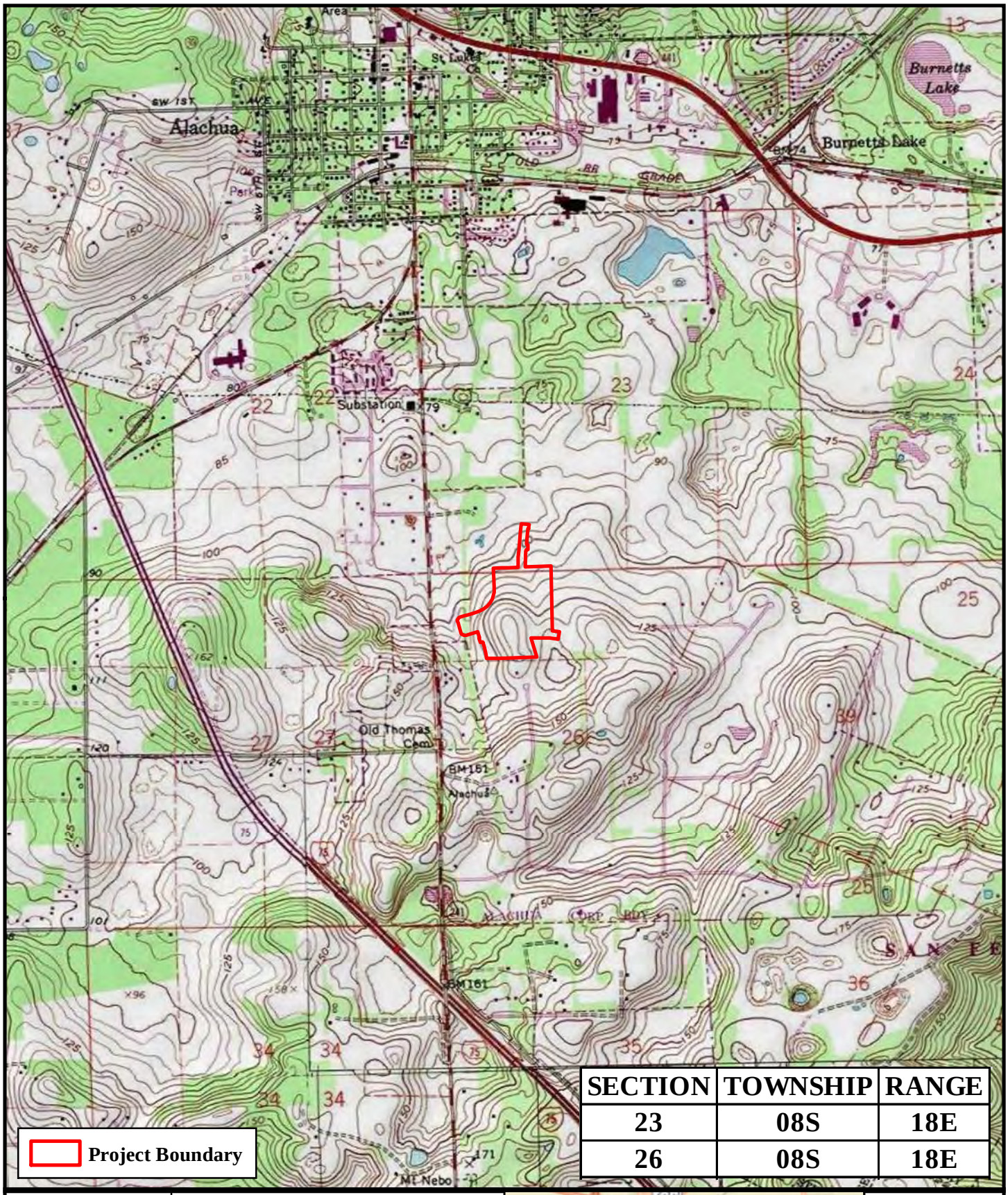
CONVERGENCE RESEARCH PARK
RESIDENTIAL PHASE 2
SAN FELASCO RESEARCH VENTURES

ALACHUA COUNTY, FLORIDA

N
W E
S

AERIAL MAP

P:\0053CC\079-Convergence Research Park Residential Phase 2\GIS\AERIAL MAP 051723.mxd

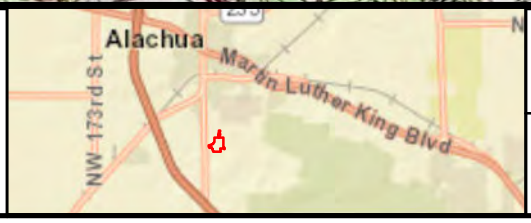


SECTION	TOWNSHIP	RANGE
23	08S	18E
26	08S	18E

Feet
0 2,000
1 in = 2,000 feet

CONVERGENCE RESEARCH PARK
RESIDENTIAL PHASE 2
SAN FELASCO RESEARCH VENTURES

ALACHUA COUNTY, FLORIDA

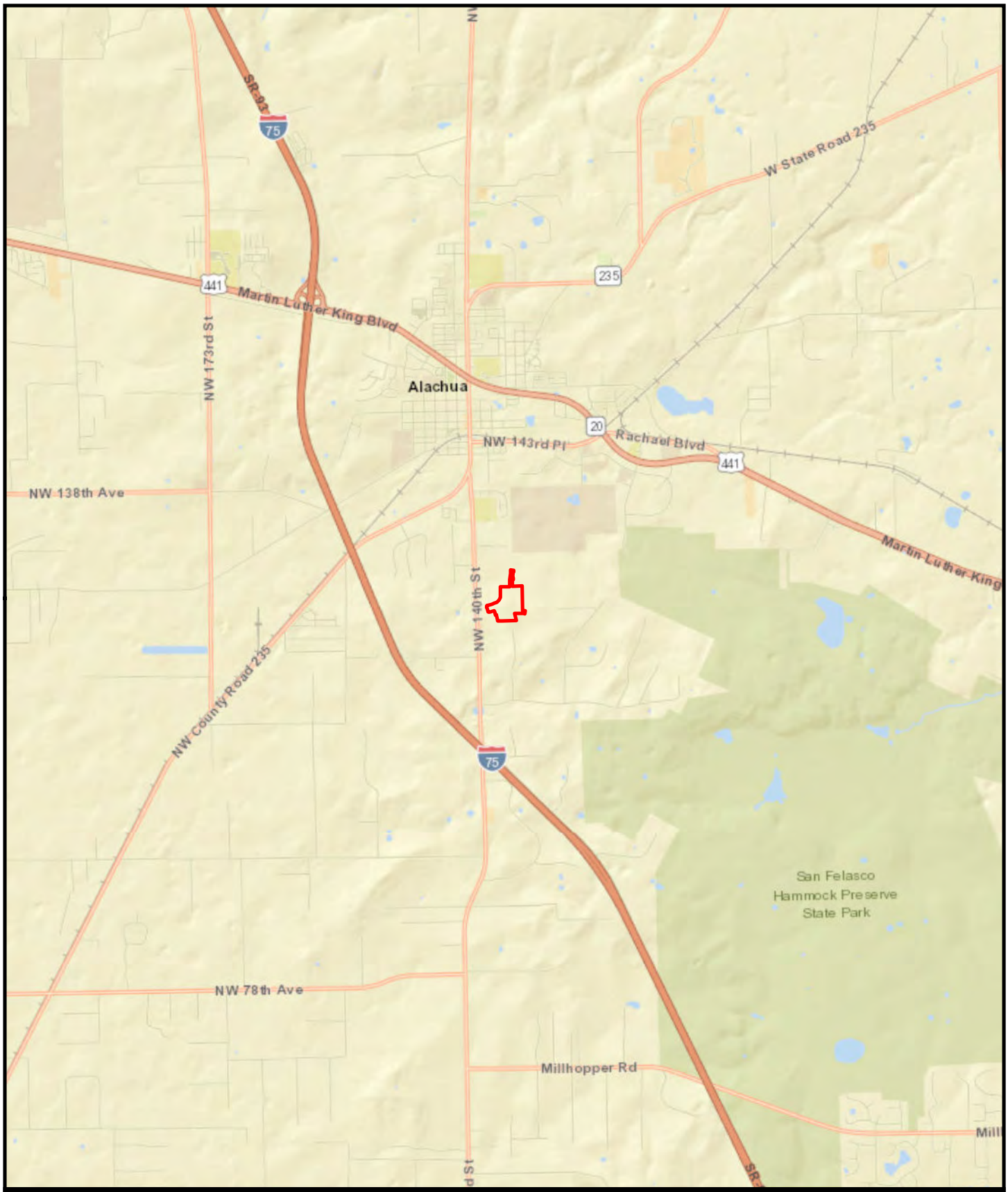


N
W E
S

QUAD MAP

FLATWOODS Consulting Group

P:\0053CC\079-Convergence Research Park Residential Phase 2\GIS\QUAD MAP 051723.mxd



Miles
0 1
1 in = 1 miles

CONVERGENCE RESEARCH PARK
RESIDENTIAL PHASE 2
SAN FELASCO RESEARCH VENTURES

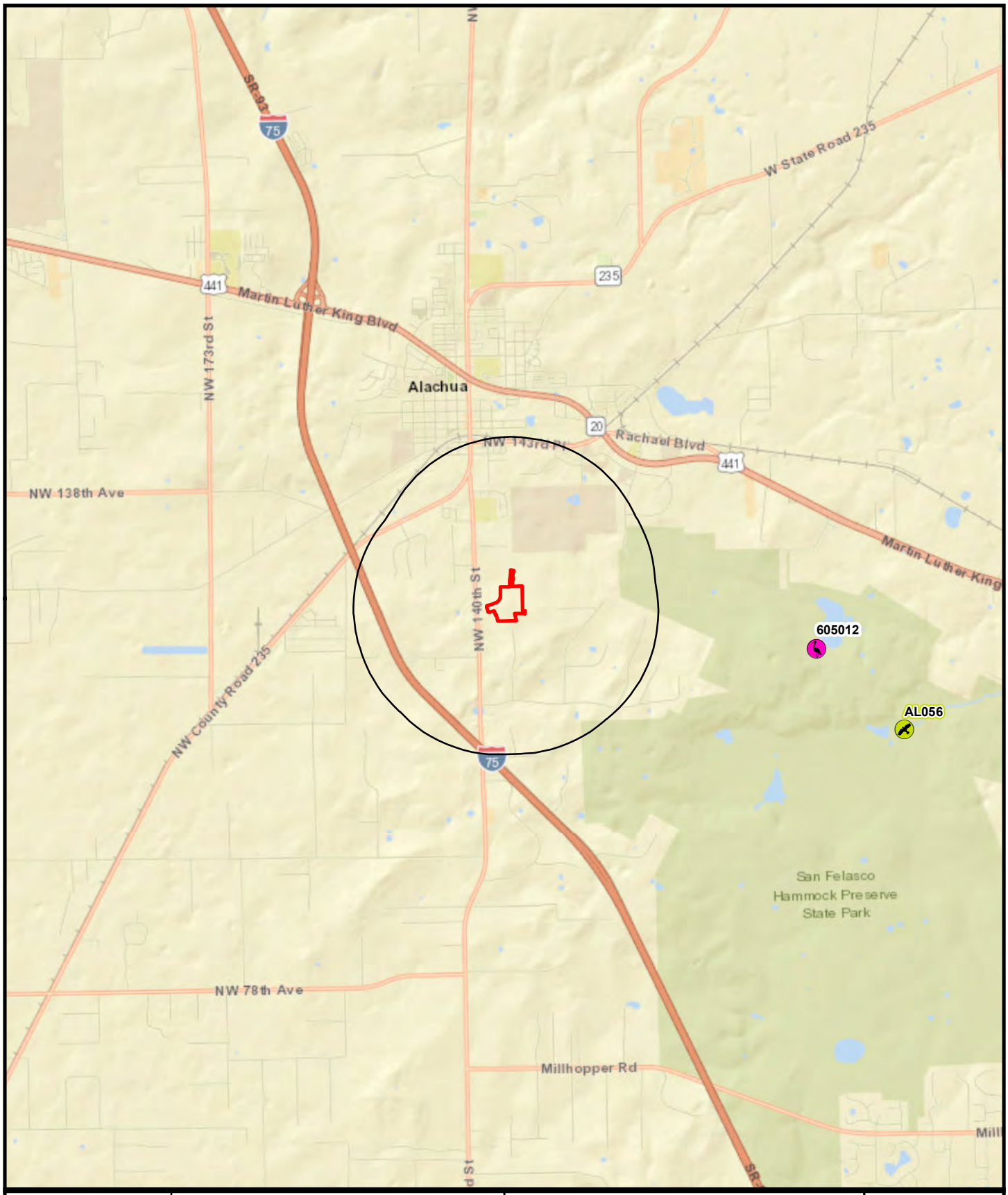
ALACHUA COUNTY, FLORIDA

Project Boundary

N
W E
S

LOCATION MAP

P:\0053CC\079-Convergence Research Park Residential Phase 2\GIS\LOCATION MAP 051723.mxd



Miles
0 1
1 in = 1 miles

CONVERGENCE RESEARCH PARK
RESIDENTIAL PHASE 2
SAN FELASCO RESEARCH VENTURES

ALACHUA COUNTY, FLORIDA

- **Eagle Nest**
- **Wading Bird Colony**
- **Buffer - 1 Mile**
- **Project Boundary**

N
W E
S

FNAI/FWC MAP

P:\0053CC\079-Convergence Research Park Residential Phase 2\GIS\FNAI FWC MAP 051723.mxd

Revised Draft 5.12.22

PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

COMMUNITY DECLARATION FOR SAN FELASCO

TABLE OF CONTENTS

1. Recitals 1
2. Definitions 1
3. Plan of Development 7
4. Amendment 9
5. Annexation and Withdrawal 10
6. Dissolution 11
7. Binding Effect and Membership 11
8. Paramount Right of Declarant 13
9. Common Areas 13
10. Maintenance by the Association 21
11. Maintenance by Owners 24
12. Use Restrictions 30
13. Easement for Unintentional and Non-Negligent Encroachments 39
14. Responsibility for Insurance, Repair and Replacement 39
15. Property Rights 42
16. [Intentionally Deleted] 45
17. Assessments 45
18. Information to Lenders, Builders and Owners 51
19. Architectural Control 52
20. Enforcement 56
21. Additional Rights of Declarant and Builders 58
22. Refund of Taxes and Other Charges 63
23. Assignment of Powers 63
24. General Provisions 63
25. Stormwater Management System 67
26. Resolution of Disputes 70

Exhibits:

Exhibit 1 – Legal Description
Exhibit 2 – Articles of Incorporation
Exhibit 3 – Bylaws
Exhibit 4 – Permit

DRAFT

COMMUNITY DECLARATION
FOR
SAN FELASCO

THIS COMMUNITY DECLARATION FOR SAN FELASCO (this "**Declaration**") is made this ___ day of _____, 2022, by SAN FELASCO RESEARCH VENTURES, LLC, a Florida limited liability company (the "**Declarant**"), joined by SAN FELASCO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"). **[SWM COMMENT: If not recorded before closing, Lennar will need to join as record title owner. If recorded before closing, will not need a joinder from Lennar.]**

R E C I T A L S

A. The Declarant is the record title owner of the real property located in Alachua County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by this reference.

B. The Declarant hereby desires to subject SAN FELASCO to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising SAN FELASCO, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

D. SAN FELASCO is a portion of the master planned community known as "_____" (the "**Master Community**"), as more particularly described in that certain _____, recorded in Official Records Book _____, Page _____, of the Public Records of Alachua County, Florida (as now or subsequently amended, modified, restated, replaced or supplemented, the "**Master Declaration**"), which instrument establishes a general plan of restrictions for the administration, maintenance, preservation, use and enjoyment of lands within the Master Community.

E. SAN FELASCO is subject to the Master Declaration and the jurisdiction of the Master Association (as defined herein).

F. The Association constitutes a "Subassociation" (as defined in the Master Declaration) under the Master Declaration, and is being formed pursuant to the Master Declaration and has concurrent and supplemental jurisdiction with the Master Association. **[SWM COMMENT: subject to confirmation in Master Documents.]**

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that every portion of SAN FELASCO is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for SAN FELASCO established pursuant to Section 19.1 hereof.

"**Articles**" shall mean the Articles of Incorporation of the Association filed or to be with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"**Association**" shall mean SAN FELASCO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"**Board**" shall mean the Board of Directors of the Association.

"**Builder**" means any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a Home (as defined herein) thereon (as evidenced by issuance of a certificate of occupancy) and prior to the sale of such Home to a third party, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (iii) is approved in writing by the Declarant as a Builder. The term "Builders" shall refer to all persons or entities meeting the definition of "Builder" as provided herein. Lennar Homes LLC, a Florida limited liability company ("**Lennar**"), is hereby approved by the Declarant as a "Builder."

"**Bylaws**" shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"**City**" shall mean the City of Alachua, Alachua County, Florida.

"**Common Areas**" shall mean any and all real property interests and personalty within SAN FELASCO designated as Common Areas from time to time by the Declarant, by a Plat (as defined herein), by this Declaration, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners (as defined herein) within SAN FELASCO. The Common Areas may include, without limitation, the SMS (as defined herein), the Recreational Facilities (as defined herein), any Mail Delivery Centers (as defined herein), the Wetland Conservation Areas (as defined herein), ~~the private roadways,~~ entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, any private roadways or right-of-ways, irrigation facilities located within Common Areas, certain sidewalks, street lights, and commonly used utility facilities. The Common Areas do not include any portion of the Master Common Area (as defined herein). NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT AND/OR BUILDERS TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. SOME AREAS THAT ARE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE MAY INSTEAD BE DESIGNATED AS PART OF THE MASTER COMMON AREA OWNED AND MAINTAINED BY THE MASTER ASSOCIATION. THE COMMON AREA SHALL NOT INCLUDE THE MASTER COMMON AREA.

"**Community Completion Date**" shall mean the date upon which all Homes in SAN FELASCO, as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners.

"**Community Standards**" shall mean such architectural and design standards, if any, established by the Declarant or the Board pursuant to Section 19.5 hereof.

DRAFT

"**Contractors**" shall have the meaning set forth in Section 19.12.2 hereof.

"**County**" shall mean Alachua County, Florida.

"**Declarant**" shall mean SAN FELASCO RESEARCH VENTURES, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Subject to the requirements of Section 23 of this Declaration, the Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. Except as otherwise provided in the instrument of assignment, in the event of a partial assignment of some, but not all, of the Declarant's rights and/or obligations, the assignee shall not be deemed the Declarant hereunder, but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES LENNAR WAS NOT AND IS NOT THE INITIAL DEVELOPER OF SAN FELASCO. THE INITIAL DEVELOPER IS THE DECLARANT. THE DECLARANT CONSTRUCTED, IMPROVED AND INSTALLED CERTAIN INFRASTRUCTURE, COMMON AREAS AND RELATED IMPROVEMENTS IN SAN FELASCO. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES LENNAR HAS NOT ASSUMED ANY LIABILITIES NOR ANY OBLIGATIONS OF THE DECLARANT, AS THE INITIAL DEVELOPER OF THE COMMUNITY IMPROVEMENTS, COMMON AREA AND RELATED INFRASTRUCTURE, OR OTHERWISE. EACH OWNER DOES DISCHARGE, RELEASE AND FULLY EXONERATE LENNAR FROM ANY AND ALL SUCH LIABILITIES AND OBLIGATIONS, AND DOES COVENANT NOT TO SUE OR MAKE ANY CLAIM AGAINST LENNAR FOR SUCH LIABILITIES OR OBLIGATIONS.

"**Declaration**" shall mean this COMMUNITY DECLARATION FOR SAN FELASCO, together with all amendments, supplements, and modifications thereof.

"**Electronic Transmission**" shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

"**Governing Documents**" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration (as defined herein) all as amended from time to time.

"**Home**" shall mean a residential dwelling and appurtenances thereto constructed on a Lot within SAN FELASCO. The term Home may not reflect the same division of property as reflected on the PIat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"**Immediate Family Members**" shall mean regardless of actual or perceived sexual orientation, gender identity or legal marital status, the individuals living as a family unit in the Home, including, without limitation, the Owner's child, spouse or domestic partner, parent, grandparent, or any other person living in the Home who qualifies as a "Family Member" as defined under FHA Single Family Housing Policy Handbook 4000.1. No person shall qualify as an Immediate Family Member unless such person is living

with the Owner within the Home. All references to "family members" of Owners used in this Declaration shall mean "Immediate Family Members."

"**Individual Assessments**" shall have the meaning set forth in Section 17.2.5 hereof.

"**Initial Contribution**" shall have the meaning set forth in Section 17.11 hereof.

"**Installment Assessments**" shall have the meaning set forth in Section 17.2.1 hereof.

"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or a Home or (ii) the Declarant, Builders and/or their agents, designees or affiliates, to the extent the Declarant, Builders and/or their agents, designees or affiliates finance the purchase of a Lot or a Home initially or by assignment of an existing mortgage.

"**Lessee**" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within SAN FELASCO.

"**Lot**" shall mean any platted lot shown on the Plat. The term "Lot" includes any interest in land, improvements, or other property appurtenant to the Lot, including, without limitation, a Home.

"**Lot Wall/Fence**" shall mean any fence or wall built as part of the original construction of two or more Homes that is placed on the dividing line or platted lot line between the Lots of such Homes.

"**Master ARB**" shall mean the Architectural Review Board (as defined in the Master Declaration) of the Master Association established pursuant to the Master Governing Documents (as defined herein). **[SWM COMMENT: subject to confirmation in Master Documents.]**

"**Master Association**" shall mean _____, a Florida not-for-profit corporation, its successors and assigns.

"**Master Association Assessments**" shall mean any assessments, fees and other charges owed by the Owners to the Master Association pursuant to the Master Governing Documents.

"**Master Common Area**" shall mean the Master Community "Common Area" as such term is defined in the Master Declaration. Some components that are typically considered "Common Area" of a development of this nature may instead be designated herein as part of the Master Common Area, as applicable. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE MASTER COMMON AREA ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE MASTER COMMON AREA BE CONSIDERED AS COMMON AREA OF THE ASSOCIATION. **[SWM COMMENT: subject to confirmation in Master Documents.]**

"**Master Governing Documents**" shall mean the Master Declaration (as defined in the above Recitals) as now or subsequently amended, modified, restated, replaced or supplemented, together with all exhibits and ancillary documents referenced therein. This Declaration shall be junior and subordinate to the Master Governing Documents. IN THE EVENT OF ANY CONFLICT BETWEEN THE MASTER GOVERNING DOCUMENTS AND THE GOVERNING DOCUMENTS, THE MASTER GOVERNING DOCUMENTS SHALL CONTROL.

"**Master Plan**" shall mean collectively any full or partial concept plan for the development of SAN FELASCO, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant or Builders as to the development of SAN FELASCO, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

"**Operating Expenses**" shall mean all actual and estimated costs and expenses of operating the Association, as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the Recreational Facilities, the SMS, any Mail Delivery Center(s), any~~the~~ private roadways, and the Wetland Conservation Areas; all amounts payable by the Association under the terms of this Declaration; any amounts (if any) payable by the Association to the Master Association pursuant to the Master Declaration; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any street lighting agreement between the Association and a utility provider or Private Street Light Provider (as defined herein), if any; all amounts payable in connection with irrigation costs incurred by the Association for Common Area irrigation; costs of utilities; amounts payable to a Telecommunications Provider (as defined herein) for Telecommunications Services (as defined herein) furnished to Owners, if any; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant, if any; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves. If any of the foregoing items identified as possible Operating Expenses are included as Master Association Assessments, the same shall not be included as part of the Operating Expenses.

"**Owner**" shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include the Declarant or Builders, even after the Turnover Date.

"**Parcel**" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

"**Permit**" shall collectively mean Permit No. _____ issued by SRWMD (as defined herein), a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

"**Plat**" shall mean any plat of any portion of SAN FELASCO filed in the Public Records, from time to time. This definition shall be automatically amended to include any replat or the plat of any additional phase of SAN FELASCO, as such phase is added to this Declaration.

"**Public Records**" shall mean the Public Records of Alachua County, Florida.

"**Resale Contribution**" shall have the meaning set forth in Section 17.12 hereof.

"**Reserves**" shall have the meaning set forth in Section 17.2.4 hereof.

"**Rules and Regulations**" shall mean the Rules and Regulations governing SAN FELASCO as adopted from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of SAN FELASCO from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. The Board shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable.

"**SAN FELASCO**" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

"**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

"**SRWMD**" shall mean the Suwannee River Water Management District.

"**Stormwater Management System**" or "**SMS**" means a system that is designed and constructed or implemented to control discharges that are necessary by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code (2021). The SMS includes those works authorized by SRWMD pursuant to the Permit. The SMS will be part of the Common Areas and will be maintained by the Association.

"**Supplemental Declaration**" shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, designates neighborhoods or service area(s), creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration. So long as a Builder owns any Lot or other property subject to this Declaration, any Supplemental Declaration shall require the prior written approval of such Builder.

"**Telecommunications Provider**" shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

"**Telecommunications Services**" shall mean delivered entertainment services, if provided, or none at all; all services that are typically, and in the future, identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services may include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"**Title Documents**" shall have the meaning set forth in Section 24.8 hereof.

"**Turnover**" shall mean the transfer of operation of the Association by the Declarant to Owners and Builders.

"**Turnover Date**" shall mean the date on which transition of control of the Association from the Declarant to Owners and Builders occurs.

"**Use Fees**" shall have the meaning set forth in Section 17.2.3 hereof.

"**Voting Interest**" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within SAN FELASCO, which shall include the voting interests of the Declarant and Builders, as provided herein.

"**Wetland Conservation Areas**" shall have the meaning set forth in Section 25.4 herein. The Wetland Conservation Areas will be part of the Common Areas and will be owned and maintained by the Association.

3. Plan of Development.

3.1 Plan. The planning process for SAN FELASCO is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, Master Governing Documents, and other Agreements (as defined herein), the Declarant and each Builder may and has the right to develop SAN FELASCO and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, rental homes, and other forms of residential dwellings. The existence at any point in time of walls, fences, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of SAN FELASCO as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for SAN FELASCO which may be supplemented by additional covenants, restrictions and easements applicable to any portion of SAN FELASCO. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of SAN FELASCO from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Except as otherwise expressly set forth herein, all provisions of the Governing Documents shall apply to all Owners, Builders and to all occupants of Homes, as well as their respective Lessees, guests and invitees. Any Lease Agreement (as defined herein) for a Home within SAN FELASCO shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration. If there is any conflict between the Declaration, the Articles, the Bylaws and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles and the Bylaws, in that order, shall prevail.

3.3 Site Plans and Plats. Site plans, construction plans or the Plat may identify some of the Common Areas within SAN FELASCO. The description of the Common Areas on the Plat or any site plan or construction plan is subject to change and the notes on a Plat, site plan, or construction plan is not a guarantee of what improvements will be constructed as Common Areas. Site plans and renderings used by the Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed as Common Areas but such site plans or other depictions are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans or other renderings used for illustration purposes, as this Declaration governs the rights and obligations of the Declarant, Builders, and Owners with respect to the Common Areas. Subject to the prior approval of Builders, the Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, to replat all or any part of SAN FELASCO owned by the Declarant or to reconfigure any Lot or other land owned by the Declarant, for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat or converting any Lot or portion thereof to use as a right-of-way, provided the Declarant owns the lands affected by or subject to such change.

3.4 Rentals. From time to time, the Declarant, Builders and/or their respective affiliates may market and/or sell Homes in SAN FELASCO to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant, Builders, and/or their respective affiliates may own Homes within SAN FELASCO and may lease such Homes to occupants. Consequently, Homes in SAN FELASCO may be leased to or occupied by persons other than the record title owner of such Home. Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that (i) limit the total number of Homes in SAN FELASCO that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

3.5 Master Governing Documents. SAN FELASCO is subject to the Master Governing Documents. Pursuant to the Master Declaration, each Owner shall be a member of the Master Association. Each Owner, by acquiring title to a Lot, will be subject to the terms and conditions of the Master Governing Documents, as amended and supplemented from time to time. The Master Declaration contains certain rules, regulations, standards and restrictions relating to the use of SAN FELASCO (including Lots and Homes). To the extent required by the Master Declaration, each Owner, in addition to ACC approval, must also obtain approval of the Master ARB for any and all improvements, architectural or design changes to the Home and/or Lot. Among the powers of the Master Association is the power to assess and levy assessments and other charges, all as more particularly provided in the Master Declaration, and to impose and foreclose liens upon each Lot in the event such assessments are not paid when due, all in accordance with and as more particularly provided in the Master Declaration. **[SWM COMMENT: subject to confirmation in Master Documents.]**

THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THE MASTER GOVERNING DOCUMENTS. THE GOVERNING DOCUMENTS ARE SUBORDINATE TO THE MASTER GOVERNING DOCUMENTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE MASTER GOVERNING DOCUMENTS AND THE GOVERNING DOCUMENTS, THE MASTER GOVERNING DOCUMENTS SHALL CONTROL. GENERALLY, THE PROVISIONS OF THIS DECLARATION AND THE MASTER DECLARATION WHICH ADDRESS THE SAME SUBJECT MATTER SHALL ALL APPLY TO THE EXTENT SUCH PROVISIONS DO NOT DIRECTLY CONTRADICT ONE ANOTHER. IN THE EVENT THERE IS A DIRECT CONTRADICTION IN THE PROVISIONS OF THIS DECLARATION AND THE MASTER DECLARATION, THE MASTER DECLARATION SHALL CONTROL; PROVIDED, HOWEVER, IT SHALL NOT BE CONSIDERED A CONTRADICTION OR A CONFLICT TO THE EXTENT THIS DECLARATION PROVIDES ADDITIONAL RESTRICTIONS, TERMS, CONDITIONS AND DETAILS ON CONCEPTS OTHERWISE ADDRESSED IN OR CONTEMPLATED BY THE MASTER DECLARATION. TO THE EXTENT ANY PROVISION IN THE MASTER GOVERNING DOCUMENTS EXPRESSLY REQUIRES THE CONSENT AND/OR APPROVAL OF THE "DECLARANT" (AS DEFINED BY THE MASTER DECLARATION) OR THE MASTER ASSOCIATION, SUCH PROVISIONS IN THE MASTER GOVERNING DOCUMENTS SHALL GOVERN. **[SWM COMMENT: subject to confirmation in Master Documents.]**

3.6 Access and Use by Third Parties. ~~The~~Any private roadways and the Recreational Facilities within SAN FELASCO will be owned and maintained by the Association, but shall be available for access and use by individuals who are not members of the Association. Without limitation of the foregoing, owners and/or tenants of those certain townhomes and cottage homes that are members of the Master Association, but located outside of SAN FELASCO (the "**Townhome and Cottage Property**"), shall have the right to access and use ~~the~~any private roadways within SAN FELASCO for purposes of ingress and egress to, and use of, the Recreational Facilities, pursuant to that certain Cost Sharing and Easement Agreement, recorded or to be recorded in the Public Records (as amended and/or supplemented, the "**Cost Sharing Agreement**"). Notwithstanding the foregoing, no other members and/or occupants of property located within the Master Community, other than owners and/or tenants of the Townhome and Cottage Property and Owners and/or their Lessees, family members, guests and invitees, as provided herein, shall have access to, and use rights of, ~~the~~any private roadways and Recreational Facilities within SAN FELSACO. By way of example, and not of limitation, no owners or tenants of any apartment units that may be constructed or located within the Master Community shall have access and/or use rights over ~~the~~any private roadways or to the Recreational Facilities within SAN FELASCO. Any costs or expenses owed by the Townhome and Cottage Property pursuant to the Cost Sharing Agreement shall be collected pursuant to the terms of such Cost Sharing Agreement, as may be amended from time to time. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER SHALL BE DEEMED TO UNDERSTAND, ACKNOWLEDGE AND AGREE TO THE TERMS OF THE COST SHARING AGREEMENT, INCLUDING ANY TERMS WHICH PROVIDE THAT ~~THE~~ANY PRIVATE ROADWAYS AND RECREATIONAL FACILITIES WITHIN SAN FELASCO MAY BE USED BY INDIVIDUALS WHO ARE NOT MEMBERS OF THE ASSOCIATION BUT MAY BE MEMBERS OF THE MASTER ASSOCIATION. NEITHER THE DECLARANT, ANY BUILDER, NOR THE ASSOCIATION IS RESPONSIBLE FOR ANY UNAUTHORIZED USE OF ~~THE~~ANY PRIVATE ROADWAYS OR RECREATIONAL FACILITIES WITHIN SAN FELASCO. EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, OR ANY PERSON BY USE OR

OCCUPANCY OF A LOT, ACKNOWLEDGES THE FOREGOING NOTICE AND ASSUMES ALL RISKS RELATED TO OR ARISING OUT OF SUCH USE OF ~~THE~~ANY PRIVATE ROADWAYS AND RECREATIONAL FACILITIES WITHIN SAN FELASCO. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE DECLARANT, BUILDERS, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING USE OF ~~THE~~ANY PRIVATE ROADWAYS AND RECREATIONAL FACILITIES WITHIN SAN FELASCO. ANY PERSON USING SUCH PRIVATE ROADWAYS AND RECREATIONAL FACILITIES WITHIN SAN FELASCO, AND EACH OWNER AND HIS OR HER LESSEES, FAMILY MEMBERS, GUESTS AND INVITEES, ARE RESPONSIBLE FOR THEIR OWN SAFETY. THE DECLARANT, BUILDERS, AND THE ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM THE USE OF SUCH ROADWAYS AND/OR RECREATIONAL FACILITIES. **[SWM COMMENT: WILL NEED A COPY OF THE SAME, ONCE THE MASTER IS FORMED AND SUCH CSA IS NEGOTIATED.]**

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration or the other Governing Documents shall affect the rights of the Declarant or Builders unless such amendment receives the prior written consent of the Declarant or Builders, as applicable, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments to this Declaration must comply with Section 25.2 which benefits SRWMD. No amendment to this Declaration shall materially and adversely affect the rights of a Builder unless such amendment receives the prior written consent of such affected Builder. No amendment to this Declaration shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home or Lot irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that the Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration, the Community Standards, and/or the Rules and Regulations as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation, (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of SAN FELASCO; (ii) additions or deletions from SAN FELASCO and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in the Community Standards; (v) changes in maintenance, repair and replacement obligations; and (vi) modifications of the use restrictions for Homes. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. Notwithstanding any other provision of this Declaration to the contrary, prior to the Turnover, and so long as any Builder shall own any Lot, such Builder's prior written consent to any proposed amendment shall be obtained prior to effectuating any such amendment. In the event the Association shall desire to amend this Declaration, the Community Standards, and/or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's and Builders' prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant and Builders may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover as provided in Section 4.4 below. The Declarant and Builders shall join in the identical amendment to the Declaration so that their consent to the same will be

reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. After the Turnover, the Community Standards and the Rules and Regulations may be amended with the approval of a majority of the Board. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to the Governing Documents shall affect the rights of Builders unless such amendment receives the prior written consent of such Builders, which consent may be withheld for any reason whatsoever.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SRWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Section 4.1 of this Declaration, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of SAN FELASCO by the Declarant, subject to the approval of Builders, so long as such Builder owns a Lot within SAN FELASCO. Except for the prior written approval of Builders and applicable governmental approvals (if any) and except for the consent of the record title owner of such additional lands if such record title owner is not the Declarant, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of SAN FELASCO. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only the Declarant may add additional lands to SAN FELASCO.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of SAN FELASCO (or any additions thereto) may be withdrawn by the Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of the Declarant to withdraw portions of SAN FELASCO shall not apply to any Lot that has been conveyed to an

Owner or Builder unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner or Builder is obtained. The withdrawal of any portion of SAN FELASCO by the Declarant shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any Lenders), except Builders, as provided herein. The Association shall have no right to withdraw land from SAN FELASCO. So long as any Builder shall own any Lot, such Builder's prior written consent to any proposed amendment withdrawing portions of SAN FELASCO shall be obtained by the Declarant prior to effectuating any such amendment withdrawing property, except for any withdrawals required by a governmental agency which the Declarant may make without the joinder or consent of any other party.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, and the Master Association does not own and operate all the SMS, the SMS shall be conveyed to SRWMD or an appropriate agency of local government and, if not accepted by such agency, the SMS shall be dedicated to a similar non-profit corporation. If the Association ceases to exist, and the Master Association does not own and operate all the SMS, all Owners shall be jointly and severally responsible for the operation and maintenance of the SMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, SAN FELASCO and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of SAN FELASCO that had been Common Areas and continue to be so used for the common use and enjoyment of the Declarant, Owners and Builders.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests of the Association agreeing to terminate this Declaration has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and

restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's or Builder's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's or Builder's membership in the Association with respect to such Home or Lot. An Owner's or Builder's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon, its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration with respect to such Lot that accrue prior to the date of such transfer, including, without limitation, payment of any and all Assessments accruing with respect to such Lot prior to the date of transfer.

7.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner and Builder shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and the Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. The Declarant's rights with respect to membership in the Association are set forth in this Declaration, the Articles, and the Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1 Class A Members. Class A members shall be all Owners and Builders. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.2 Class B Member. The Declarant shall be the Class B member and shall be entitled to nine (9) votes for each Lot owned by the Declarant; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. "**Turnover**" shall mean the transfer of operation of the Association by the Declarant to Owners and Builders. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for SAN FELASCO are conveyed to members other than the Declarant and Builders;

7.3.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; provided, however, notwithstanding the foregoing, as long as any Builder owns any Lot or other real property subject to the terms of this Declaration, Declarant may not, without the prior written consent of such Builder, cause the Turnover to occur; or

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2021).

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles, and the Bylaws.

7.6 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of the Declarant, Builders, or conflict with the provisions of this Declaration or the other Governing Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws, or any of the other Governing Documents, this Declaration shall control.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, but subject to the rights of Builders set forth herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of SAN FELASCO for various public purposes or for the provision of telecommunication systems, or to make any portions of SAN FELASCO part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of SAN FELASCO. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

9. Common Areas.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. The Declarant and Builders shall have the right to use and access the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed or dedicated to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right, on behalf of itself and its assigns and designees, to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice, subject to the rights of Builders. Notwithstanding anything contained herein to the contrary, the Declarant shall not add to, delete from, or modify any of the Common Areas without the prior written consent of the Builders for so long as such Builder owns any property subject to the terms of this Declaration. THE COMMON AREAS SHALL NOT INCLUDE ANY MASTER COMMON AREA.

9.2 Construction of Common Areas and Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas, as the Declarant determines in its sole discretion. Certain of the Common Area improvements are intended for recreational activities (collectively, the "**Recreational Facilities**"). Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Common Area improvements within SAN FELASCO, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant or its agents, assigns or designees, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

9.3 Use of Common Areas by Declarant. Until the Community Completion Date, the Declarant and Builders shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by the Declarant or Builders, as applicable.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created by this Declaration or in the form of easements, or conveyed to the Association by Quitclaim Deed or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion, provided that the Declarant shall obtain any Builder's prior written consent for same for so long as such Builder owns any Lots or other property subject to this Declaration, which consent shall not be unreasonably withheld, conditioned, or delayed. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant and all Builders harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant, Builders, or any other permittee, of any permit required by a governmental agency in connection with the development of SAN FELASCO, as modified and/or amended. The Association shall cooperate with the Declarant, Builders or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSES, AND WITHOUT ANY REPRESENTATION OR WARRANTIES REGARDING FUTURE REPAIR OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS EXCEPT AS SET FORTH HEREIN. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of the Declarant and each Owner and Builder, as applicable, granting access to their respective Lots.

9.4.2 Common Area Reservations. The Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of the Declarant, Builders, and their successors, and assigns in, to, upon and over all of the Common

Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such Common Areas for construction vehicles and equipment. These easements shall run in favor of the Declarant, Builders and their respective employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event the Association believes that the Declarant or a Builder has failed in any respect to meet the Declarant's or such respective Builder's obligations under this Declaration or has failed to comply with any of the Declarant's or such Builder's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to the Declarant or the respective Builder, as applicable, detailing the alleged failure or defect. Once the Association has given written notice to the Declarant or Builder, as applicable, pursuant to this Section, the Association shall be obligated to permit the Declarant or Builder, as applicable, and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant or Builder, as applicable, to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant and/or Builder, as applicable, to repair or address, in the Declarant's or Builder's, as applicable, sole option and expense, any aspect of the Common Areas deemed defective by the Declarant or Builder, as applicable, during its inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant and/or Builder; and

9.4.2.6 a reservation of right in favor of the Declarant to require that the Association re-convey all or a portion of the Common Areas by Quitclaim Deed in favor of the Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation After Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of the Declarant and Builders, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of any paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, ~~the~~any private roadways, any parking areas, pathways, bicycle paths, and community sidewalks. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to paved or concrete surfaces in the event that such Owner's negligent or willful acts (or the negligent or

willful acts of such Owner's Lessees, family members, guests or invitees) caused such damage to any paved or concrete surfaces. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner (or such Owner's Lessees, family members, guests or invitees) shall subject the Owner to an Individual Assessment for such costs.

9.7 Delegation. Once conveyed or dedicated to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association, as applicable. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners and Builders on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, the Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. The Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, Private Street Light Providers, the Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant and any Builder, so long as such Builder is the record title owner of a Lot. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Retention/Detention Areas. NEITHER THE DECLARANT, THE BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN SAN FELASCO; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE BUILDERS, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE BUILDERS, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE BUILDERS, OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, THE BUILDERS, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN SAN FELASCO.

DRAFT

9.8.4 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted herein or otherwise permitted by the Association.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides, and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within SAN FELASCO; and (v) design of any portion of SAN FELASCO. Each Owner also expressly indemnifies and agrees to hold harmless the Declarant, Builders, the Association, and their respective employees, directors, representatives, officers, agents, affiliates, partners, and attorneys (collectively, "**Indemnified Parties**") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas or any improvements within the Master Community, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. THE DECLARANT, BUILDERS, THE ASSOCIATION, AND THE MASTER ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, FAMILY MEMBERS, GUESTS, AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas within SAN FELASCO or the Master Common Areas, or the Master Community, including, without limitation, use of the Common Areas or Master Common Areas by Owners, their Lessees, guests, family members, invitees, or agents. Should any Owner (or its Lessees, guests, family members, invitees or agents) bring suit against the Declarant, Builders, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations and any amendments thereto need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any.

9.9.2 Declarant and Builders Not Subject to Rules and Regulations. Notwithstanding any other provision in this Declaration to the contrary, the Rules and Regulations shall not apply to the Declarant, Builders, or to any property owned by the Declarant and/or Builders, and shall not be applied in a manner that would prohibit or restrict the development or operation of SAN FELASCO or adversely affect the interests of the Declarant and/or Builders. Without limiting the foregoing, the Declarant, Builders, and/or their respective agents, Contractors, and assigns shall

have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within SAN FELASCO, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of SAN FELASCO), general offices and construction operations within SAN FELASCO; (iii) place, erect or construct portable, temporary or accessory buildings or structures within SAN FELASCO for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of SAN FELASCO; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or any other portions of SAN FELASCO, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of SAN FELASCO including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to SAN FELASCO by dredge or dragline, store fill within SAN FELASCO and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, SAN FELASCO and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of the Declarant and/or Builder, are necessary or convenient for the development and sale of any lands and improvements comprising SAN FELASCO. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, Builders are permitted to market communities other than SAN FELASCO from models located within SAN FELASCO.

9.10 Public Facilities. SAN FELASCO and the Master Community may include one or more public facilities that may be dedicated to the City ~~or the County~~. All roadways within SAN FELASCO, as designated on the Plat, shall be ~~private~~public roadways owned and maintained by the ~~Association~~City. CERTAIN ROADWAYS WITHIN THE MASTER COMMUNITY WHICH ARE ADJACENT TO OR IN PROXIMITY TO SAN FELASCO MAY BE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, THE DECLARANT, AND BUILDERS SHALL HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

9.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by the Declarant or the Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

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

9.13 Special Taxing Districts. For as long as the Declarant controls the Association, the Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of SAN FELASCO to a special taxing district, or a public agency or authority under such terms as the Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls,

fences, entrance features, roads, sidewalks, paths, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, the Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the City ~~and/or the County~~ and all other applicable governing entities having jurisdiction with respect to the same.

9.14 Water Mains and Damage to Common Areas. In the event the City~~, the County~~ or any of their subdivisions, agencies, and/or divisions must remove or damage any portion of a roadway, sidewalk, paved area, landscaping or other improvement located within the Common Areas in connection with the City's ~~or the County's~~ operation, maintenance or repair of a water line or sanitary sewer line or roadway, then the Association shall be responsible for the repair of such Common Areas, if such repair is not conducted by the City ~~or the County~~. The costs associated with any such repair or replacement shall be part of the Operating Expenses and each Owner shall pay an equal share of the expenses, if such expenses are not paid for by the City ~~or the County~~.

9.15 Recreational Facilities.

9.15.1 General Restrictions. Each Owner and its Immediate Family Member, guests, invitees, Lessees, and other persons entitled to use the Recreational Facilities shall comply with the following general restrictions:

9.15.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents and guardians are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable regulations and restrictions from time to time governing minors' use of the Recreational Facilities, including, without limitation, requirements that minors be accompanied by adults while using the Recreational Facilities.

9.15.1.2 Responsibility for Personal Property and Persons. Each Owner and Lessee assumes sole responsibility for the health, safety and welfare of such Owner and/or Lessee, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner and Lessee shall not allow any damage to the Recreational Facilities or interfere with the rights of other Owners hereunder. Neither the Declarant, Builders, nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Recreational Facilities.

9.15.1.3 Activities. Any Owner, Immediate Family Member, Lessee, guest or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Owner, Lessee, Immediate Family Member or guest. No Owner or Lessee may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the Association, which consent may be withheld for any reason. All incontinent individuals are required to wear swim diapers while using any community pool located within the Recreational Facilities, as applicable.

DRAFT

9.15.2 Recreational Facilities Personal Property. Property or furniture used in connection with the Recreational Facilities shall not be removed from the location in which it is placed or from the Recreational Facilities.

9.15.3 Indemnification of Declarant and the Association. By the use of the Recreational Facilities, each Owner, its Lessees, Immediate Family Members, and guest agrees to indemnify and hold harmless the Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Owners or their Lessees, Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

9.15.4 Attorneys' Fees. Should any Owner, Immediate Family Member, or Lessee bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner, Immediate Family Member, and/or Lessee shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.15.5 Basis for Suspension. The rights of an Owner or Lessee to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association:

9.15.5.1 such person is not an Owner or a Lessee;

9.15.5.2 the Owner, Lessee, an Immediate Family Member, a guest or other person for whom an Owner is responsible violates one or more of the Association's Rules and Regulations;

9.15.5.3 an Owner, Lessee, Immediate Family Member, and/or guest has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, third party or to the Association; or

9.15.5.4 an Owner fails to pay Assessments due.

9.15.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Owner's or Lessee's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments due in connection with a leased Home. In addition, the Association may suspend the rights of a particular Owner or Lessee (and/or Immediate Family Member) or prohibit an Owner or Lessee (and/or Immediate Family Member) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable as established by the Board. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities shall be imposed upon delivery of fourteen (14) days prior notice to such Owner or Lessee and an opportunity for a hearing before a committee of the Board which is comprised of three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent child, brother, or sister of an officer, director, or employee of the Association. Such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a

DRAFT

suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee.

9.16 Mail Delivery Centers. Individual Lots shall not have mailboxes. Rather, mailboxes shall be grouped together for all or a portion of the Homes as required by the local postmaster (the "**Mail Delivery Centers**"). The Declarant, in its sole discretion, may install one or more Mail Delivery Centers within SAN FELASCO and may consist of freestanding, pedestal-mounted mailboxes commonly referred to by the United States Postal Service as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing a large number of individually locked mailboxes. No mailboxes are permitted except the Mail Delivery Centers originally installed by the Declarant or Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant. Mail Delivery Centers, if any, shall be maintained by the Association in accordance with the requirements of the United States Postal Service and any other applicable governmental authority. All costs associated with the maintenance, repair, and replacement of the Mail Delivery Centers shall be part of the Operating Expenses, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners. To the extent any Mail Delivery Centers or portion thereof are located on a Lot, the Declarant hereby grants the Association an easement of ingress and egress across such Lot for the purpose of regulating and maintaining such Mail Delivery Centers and the Declarant hereby grants the Owners an easement for access across such Lot for the purpose of accessing and utilizing such Mail Delivery Centers.

10. Maintenance by the Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times be responsible for providing for local taxes (if any), maintaining, repairing, replacing, and insuring the Common Areas, including all improvements placed thereon, and under no circumstances shall the City provide liability insurance for the Common Areas or any recreational facilities.

10.2 Landscape Maintenance and Irrigation within Lots. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot, including, without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaped areas. The record title owner of each such Lot shall be responsible for the repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of such Lot, including, without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaping. Any such repair, replacement and maintenance by the record title owner of a Lot shall be consistent with the Landscape Maintenance Standards (as defined below) set forth in this Declaration.

10.3 Roadways. All of the roadways within SAN FELASCO, as designated on the Plat, shall be ~~private~~public roadways and shall be owned and maintained by the ~~Association~~City. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including any private roadways. All costs associated with maintenance, repair, replacement, and insurance of any private roadways within SAN FELASCO shall be part of the Operating Expenses. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER SHALL BE DEEMED TO UNDERSTAND, ACKNOWLEDGE AND AGREE THE ~~PRIVATE~~ ROADWAYS WITHIN SAN FELASCO MAY BE USED BY INDIVIDUALS WHO ARE NOT MEMBERS OF THE ASSOCIATION. NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION IS RESPONSIBLE FOR ANY UNAUTHORIZED USE OF THE ~~PRIVATE~~ ROADWAYS WITHIN SAN FELASCO. EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, OR ANY PERSON BY USE OR OCCUPANCY OF A LOT, ACKNOWLEDGES THE FOREGOING NOTICE AND ASSUMES ALL RISKS RELATED TO OR ARISING OUT OF SUCH USE OF THE ROADWAYS WITHIN SAN FELASCO. EACH OWNER BY THE ACCEPTANCE OF A DEED TO

THEIR LOT ACKNOWLEDGES AND AGREES THE DECLARANT, BUILDERS, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING USE OF THE ROADWAYS WITHIN SAN FELASCO. ANY PERSON USING SUCH ROADWAYS WITHIN SAN FELASCO, AND EACH OWNER AND HIS OR HER LESSEES, FAMILY MEMBERS, GUESTS AND INVITEES, ARE RESPONSIBLE FOR THEIR OWN SAFETY. THE DECLARANT, BUILDERS, AND THE ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM THE USE OF SUCH ROADWAYS.

10.4 Adjoining Areas. Except as otherwise provided herein or otherwise maintained by the Master Association, the City, and/or ~~the County,~~ the Association shall only maintain those drainage areas, swales, parking areas, retention/detention area slopes and banks, and landscape areas (if any) that are within the Common Areas, and certain Lots only to the extent specifically provided herein, and further provided that such areas shall be readily accessible to the Association. The Association shall have no responsibility for the Master Common Areas except and to the extent provided in any agreement between the Association and the Master Association, if and as applicable. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

10.5 Negligent or Willful Acts. The expense of any maintenance, repair, or construction of any portion of the Common Areas or any Lot necessitated by the negligent or willful acts of an Owner, its Lessees, family members, guests, invitees, or other persons utilizing any portion of SAN FELASCO through or under an Owner, shall be borne solely by such Owner of the Lot, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association. Further, an Owner shall be responsible for all costs of maintenance, repair, or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair, or construction is necessitated by the negligent or willful acts of an Owner or such Owner's Lessees, family members, guests, or invitees.

10.6 Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date), by amendment to this Declaration or any document of record, maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by the Declarant (or by the Board after the Turnover Date) upon areas that are within or outside of SAN FELASCO. Such areas may abut, or be proximate to, SAN FELASCO, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, sidewalks, paths, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.7 Retention/Detention Area Slopes. The Common Areas and the rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the Association, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards (as defined herein). The Declarant hereby grants the Association an easement of ingress and egress across all Lots that include or are adjacent to Retention/Detention Area Slopes or other portions of the SMS for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The Association may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots that include or are adjacent to such areas ("**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards may include requirements respecting compaction and strengthening of banks. The Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants to

the Association an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

10.8 Drainage Improvements. The Association shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "**Drainage Improvements**"), and which may be located within Common Areas or Lots; however, neither the Association, the Declarant nor the Master Association shall have any responsibility for landscaping maintenance, and the Owner of any such Lot shall be responsible for the landscaping, repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the Lot, including, landscaping and maintenance within any drainage easements located upon the Lot. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the Association shall be responsible to rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be Operating Expenses of the Association.

10.9 Paved and Concrete Surfaces. The Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance and repair of all paved and concrete surfaces located within the Common Areas; however, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such paved or concrete surfaces in the event that such Owner's negligent or willful acts (or the negligent or willful acts of such Owner's Lessees, guests, invitees or family members) caused such damage to any paved or concrete surfaces. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner or its Lessees, guests, invitees or family members, shall subject the Owner to an Individual Assessment for such costs. The Association shall perform routine maintenance and repair of the paved and concrete surfaces located within the Common Areas at the Board's discretion and the costs of any such maintenance or repair shall be part of the Operating Expenses and each Owner shall pay an equal share of such costs.

10.10 Right-of-Way. Except as otherwise maintained by the City, ~~the County~~ and/or the Master Association, as applicable, the Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the community sidewalk, irrigation facilities, trees and landscaping located in the right-of-way adjacent to any Common Areas; however, the Association shall have no responsibility or obligation for replacement of any such trees or landscaping. The cost associated with any such maintenance of the right-of-way adjacent to any Common Areas shall be part of the Operating Expenses. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to trees, landscaping or other improvements caused by such Owner's negligent or willful acts, or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner (or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees) shall subject the Owner to an Individual Assessment for such costs. Notwithstanding anything contained in this Section to the contrary, each Owner shall be responsible for the maintenance of all landscaping, irrigation facilities, paved areas or other such improvements located within the Right-of-Way (as defined herein) adjacent to such Owner's Lot.

10.11 Additional Obligations of Association. The Association may have (or may elect to undertake on behalf of the Owners) certain responsibilities and obligations, including, without limitation, cost-sharing obligations, or obligations to construct, operate, maintain, insure and/or repair certain improvements or share certain facilities within SAN FELASCO or adjacent to the boundaries of SAN FELASCO, as set forth in the Title Documents or other agreements to which the Association is a party or is otherwise subject (collectively, if any, the "**Agreements**"). Each Owner, by acquiring title to a Lot, acknowledges and agrees that SAN FELASCO, or certain portions thereof, is subject to the terms and

conditions of the Agreements, as amended and supplemented from time to time. The Declarant reserves the right without the consent of any other party, subject to the terms and conditions set forth in the Agreements and in this Declaration, to modify any agreement affecting SAN FELASCO, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements; provided, however, to the extent any such modification affects the rights of a Builder under this Declaration, such modification shall be subject to such Builder's prior written consent. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, OR SHARE CERTAIN FACILITIES, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

11. Maintenance by Owners. All Lots and Homes, including, without limitation, all lawns, landscaping, irrigation facilities, driveways, walkways and any property, all structural components comprising the Lot or Home, improvements and appurtenances not maintained by the Association, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of SAN FELASCO and the Master Community by the record title owner of the applicable Lot. Without limitation of the foregoing, each record title owner of a Lot is specifically responsible for maintaining all grass, landscaping, improvements, and paved surfaces within any portion of the applicable Lot. No tree installed by the Declarant or a Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing SAN FELASCO. If any such tree located on an Owner's Lot dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner.

11.1 Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event the record title owner of a Lot does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying record title owner as an Individual Assessment. The Association shall have the right to enforce this Section by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees, paraprofessional fees, and costs, at trial and upon appeal.

11.2 Landscape Maintenance Standards. The following maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within all Lots:

11.2.1 Trees. Trees are to be pruned as needed and maintained in a safe and appropriate manner, with the canopy no lower than eight feet (8') from the ground at maturity, unless otherwise stipulated by any applicable law, regulation, or local ordinance.

11.2.2 Shrubs. All shrubs are to be trimmed as needed and maintained in a neat and appropriate manner.

11.2.3 Grass.

11.2.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall any lawn within any Lot be in excess of five inches (5") in height.

11.2.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

DRAFT

11.2.3.3 Grass. Each yard shall be improved with the type of grass approved by the local municipality or other applicable governmental authority at the time of installation, which may include St. Augustine grass (i.e. Floratam or a similar variety) in some areas with code required drought tolerant grass in other areas. Any modification to or replacement of sod and/or landscape by an Owner is subject to the Community Standards, Section 373.185, Florida Statutes (2021), and any other applicable law or local ordinance. The Association may enforce Florida friendly landscaping should an Owner plant any high water use grass or prohibited invasive species not in compliance with the Community Standards, local ordinance and/or local landscaping code or Florida Statutes.

11.2.4 Mulch. Mulch shall be replenished as needed on a yearly basis.

11.2.5 Insect Control and Disease Control. Insect control and disease control shall be performed on an as needed basis by the record title owner of each Lot. Failure to do so could result in additional liability if the disease and/or insects spread to neighboring Lots, Common Areas, Master Common Areas, or other property within or around SAN FELASCO. Dead grass and other dead landscaping shall be removed and replaced within thirty (30) days of dying. If the City code~~, the County code~~ or SRWMD regulations require Bahia grass for any portion of yards, it shall remain as Bahia and if it dies, may only be replaced in accordance with the City code~~, the County code~~ or SRWMD regulations.

11.2.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to Best Management Practices as provided by the County Extension Service (if any) or The University of Florida IFAS Extension.

11.2.7 Irrigation. Every Owner shall be required to irrigate the grass and landscaping located on their Lot in a routine and ordinary manner, as may be permitted by SRWMD, ~~the City~~ and/or ~~County~~City regulations, and shall ensure that sufficient irrigation occurs during all periods when the record title owner is absent from the Lot. Watering and irrigation, including the maintenance, repair and replacement of all irrigation facilities and components, will be the sole responsibility of the record title owner of the respective Lot. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Sprinkler heads shall be maintained by the record title owner on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

11.2.8 Reclaimed Irrigation Water. Reclaimed irrigation water may be used within SAN FELASCO or portions thereof and the Association shall have the right to enter into a Reclaimed Water Use Agreement with ~~the County or~~ the City from time to time to provide reclaimed irrigation water to some or all Lots and/or Common Areas. Reclaimed or reuse water has received a degree of treatment and basic disinfectant at a wastewater treatment facilities but does not qualify as potable water under applicable governmental regulations, so irrigation water should not be consumed by any persons or animals. To the extent any reclaimed water system or similar irrigation system is installed by the Declarant~~, the County,~~ or the City within SAN FELASCO or any portion thereof, then each Owner served by such reclaimed water system shall be required to use the same for irrigation water purposes. EACH OWNER ACKNOWLEDGES RECLAIMED WATER MAY BE USED FOR IRRIGATION PURPOSES WITHIN SAN FELASCO. NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF RECLAIMED WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A LOT NECESSITATED BY THE LACK OF RECLAIMED WATER FOR IRRIGATION. FURTHER, NEITHER THE DECLARANT,

DRAFT

BUILDERS, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPAIR, REPLACEMENT OR MAINTENANCE OF THE IRRIGATION SYSTEMS DUE TO DAMAGE CAUSED BY THE QUALITY OF THE RECLAIMED WATER.

11.2.9 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

11.2.10 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

11.3 Modification of Landscaped Areas. Without the prior written consent of the ACC and the Master ARB, if and as applicable, no sod, topsoil, tree, shrubbery or other landscaping shall be removed from SAN FELASCO and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC or the Master ARB, in their sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC and the Master ARB, if and as applicable. **[SWM COMMENT: SUBJECT TO CONFIRMATION IN MASTER DOCUMENTS.]**

11.4 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

11.5 Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls may be improved with a finish material composed of stucco or cementitious coating or fiber cement siding/cement lap siding (stucco or cementitious coating or fiber cement siding/cement lap siding is referred to herein as the "**Exterior Finish**"). While Exterior Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Exterior Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the Exterior Finish. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible for inspecting the Exterior Finish of the exterior walls for cracking and to engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section, and they should be completed in a timely fashion to prevent any damage to the Home.

11.6 Paved and Concrete Surfaces. Each Owner shall be responsible to timely maintain, pressure/soft wash, repair and/or replace the driveways, walkways, and sidewalks, including, without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of the Lot or located within any Right-of-Way adjacent to such Owner's Lot. In the event the City~~, the County~~ or any of their respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot or the Right-of-Way located adjacent to such Owner's Lot, for the installation, repair, replacement or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance and/or repair and charge the costs thereof, together

with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Further, each Owner agrees to reimburse the Association for any expense incurred by the Association in connection with any damage to any sidewalk, driveway or walkway caused by such Owner's negligence (or the negligent or willful acts of such Owner's Lessee, Immediate Family Members, guests, or invitees). Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.7 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. The Declarant, Builders, the Association, and the Master Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT, BUILDERS, THE ASSOCIATION AND THE MASTER ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

11.8 Right-of-Way; Right-of-Way Improvements. Each Owner of a Lot shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the irrigation facilities, trees, sidewalk, driveway, other paved and concrete surfaces, and landscaping located in the right-of-way immediately adjacent to such Owner's Lot and located between such Owner's Lot and the roadway the ("**Right-of-Way**"). The Declarant or Builders may install sidewalks, brick paver walkways, driveways and other improvements, including, without limitation, landscaping, yard drains and/or drainage pipes (collectively, the "**ROW Improvements**") within the Right-of-Way adjacent to the Lot. Each Owner shall be responsible for maintaining all ROW Improvements located adjacent to such Owner's Lot and located within the Right-of-Way. The Right-of-Way and ROW Improvements will not be maintained by the Association, ~~the County,~~ the City, or any other governmental entity. Every Owner shall be required to maintain the grass and landscaping located within the Right-of-Way in accordance with the Landscape Maintenance Standards. No tree installed by the Declarant or a Builder within the Right-of-Way shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing SAN FELASCO. If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the Owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ACC and the Master ACC, if and as applicable. The Declarant, the Association, the Builders, ~~the County,~~ the City, and their respective agents, employees, directors, officers, members, managers, shareholders, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, shall not have any responsibilities for maintaining the Right-of-Way or ROW Improvements, or for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action arising out of or relating to the ROW Improvements, including, without limitation, any claim based on the design, placement, installation, or maintenance of the ROW Improvements. Each Owner hereby assumes all obligations for maintaining the Right-of-Way and ROW Improvements located adjacent to such Owner's Lot and hereby indemnifies and agrees to hold the Declarant, the Association, the City~~,~~ ~~the County~~ or any other governmental entity, harmless from any and all loss arising from claims by an Owner, its Lessees, Immediate Family Members, guests and invitees, or any other persons for any personal injury or property damage in connection with the Right-of-Way or ROW Improvements. **[SWM COMMENT: SUBJECT TO CONFIRMATION IN MASTER DOCUMENTS.]**

11.9 Water Mains and Improvements within Lots. In the event the City, ~~the County,~~ or any of their respective subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot or the Right-of-Way immediately adjacent to such Lot in connection with ~~the County's or~~ the City's operation, maintenance or repair of any water line or sanitary sewer line or other maintenance conducted by ~~the County or~~ the City, if applicable, then the Owner of the Lot upon which such driveway, landscaping, or other improvements are located or adjacent to such Right-of-Way upon which such improvements are located, shall be responsible to replace or repair such driveway, landscaping, or other improvement at such Owner's expense, if such expenses are not paid for by the City ~~or the County~~. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.10 Perimeter Walls/Fences. The Declarant and/or Builders may install perimeter walls or fences within SAN FELASCO (the "**Perimeter Walls/Fences**"). Each Owner shall be responsible at such Owner's expense for the maintenance, routine cleaning, repair and replacement of any Perimeter Walls/Fences, or portion thereof, located on or immediately adjacent to the Owner's Lot. The Association shall maintain, repair, and replace any Perimeter Walls/Fences located within the Common Areas. The Association shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences within the Common Areas at the Board's discretion and the costs of such maintenance, repairs, or replacement shall be charged to the Owners as part of the Operating Expenses. Failure of the Association to undertake any such maintenance, replacement, or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences. In the event any Perimeter Walls/Fences, or portion thereof, located on or immediately adjacent to a Lot is not properly maintained, repaired and/or replaced by the Owner of the Lot, the Association may, but shall not be obligated to, maintain, repair, or replace such Perimeter Walls/Fences, or portion thereof, on behalf of the Owner, and the costs and expenses of such repairs plus Twenty-Five and No/100 Dollars ($25.00) (or such other amount determined by the Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment.

11.11 Pressure Washing/Soft Washing. Each Owner shall be responsible, at their sole cost and expense, for pressure washing/soft washing the driveways, sidewalks, walkways, roofs and the exterior portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. Each Owner shall conduct such pressure washing/soft washing on a routine basis, and in no event later than thirty (30) days after notice by the Board or the ACC to the Owner of the applicable Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment. CLEANING SOME SURFACES WITH HIGH PRESSURE MAY CAUSE DAMAGE TO THE SURFACE OF CERTAIN STRUCTURES AND A SOFT WASH MAY BE REQUIRED. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

11.12 Lot Walls/Fences. Each wall or fence, any part of which is placed on a dividing line or platted lot line between separate Lots shall constitute a "**Lot Wall/Fence**." Each adjoining Owner's obligation with respect to Lot Walls/Fences shall be determined by this Declaration, except as otherwise required by Florida law.

11.12.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Wall/Fence facing their Lot. Except as provided in this Section, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.12.2 Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or its guests, Lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Wall/Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary in this Section, the Declarant and the Association have the right to enforce the provisions of this Section; however, neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

11.12.2.1 No Owner shall allow any tree to grow within six feet (6') of any Lot Wall/Fence (with such distance measured from the above-ground part of the tree that is nearest to the Lot Wall/Fence within five feet (5') of the ground level of the tree, including any portion of the root system that is not completely covered by soil); and

11.12.2.2 No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any Lot Wall/Fence.

11.12.3 Other Damage. If a Lot Wall/Fence is damaged or destroyed by any cause other than the act of one of the adjoining Owners, its agents, Lessees, licensees, guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the Lot Wall/Fence to its prior condition, equally sharing the expense; provided, however, that if a Lot Wall/Fence is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or its agents, Lessees, licensees, guests or family members) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Lot Wall/Fence and shall immediately repair the Lot Wall/Fence to its prior condition.

11.12.4 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter its Lot for the purpose of installations, alteration, or repairs to a Lot Wall/Fence on the Lot of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

11.12.5 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.12.6 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Lot Wall/Fence) the Lot Wall/Fence, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

DRAFT

12. Use Restrictions. The following use restrictions shall apply to all Lots within SAN FELASCO, except for any Lots owned by the Declarant and Builders. The Master Governing Documents may include additional restrictions or provisions that are also applicable to all Lots within SAN FELASCO. To the extent of a conflict between the following use restrictions and additional restrictions or provisions contained in the Master Governing Documents, the more restrictive provisions shall control. Each Owner must comply with the following:

12.1 Alterations and Additions. Except as otherwise provided in Section 19 of this Declaration with respect to Builders, no material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC and the Master ARB, as required by this Declaration and the Master Declaration, as applicable.

12.2 Animals and Pets. No animals, livestock, reptiles, pets or poultry of any kind may be kept in and/or on any Lot and/or Home or brought onto the property by an Owner, or its guests, Lessees, licensees, agents or family members other than domesticated dogs, domesticated cats, fish and/or caged birds, all of which are usually and commonly kept as household pets (collectively "**Pets**").

Pets only may be kept, maintained and/or allowed to reside in and/or on a Lot and/or Home provided such Pets are: (a) in full compliance with the applicable law, ordinance and the Governing Documents; (b) under the control of the applicable Owner, or its guests, Lessees, licensees, agents or family members at all times when the pet is on any Common Area and/or the Pet is outside of that Owner's Home; (c) not left unattended on any balconies, terraces, lanais, garages and/or covered patios, (d) quiet, inoffensive and generally not a nuisance and/or safely concern to any other Owners, Lessees and/or occupants of another Lot; (e) not kept or raised for commercial purposes; and (f) not being boarded in exchange for compensation of any type. The Owner, or its guests, Lessees, licensees, agents or family members, shall promptly pick up all solid waste material from their Pet and dispose of that solid waste material appropriately. No solid waste material from any Pet shall remain on any Common Area or any portion of SAN FELASCO. Solid waste material from Pets shall not be placed in trash containers maintained by the Association. Each Owner and/or its guests, Lessees, licensees, agents or family members agree to fully pay for, and/or reimburse the Association for, all extermination costs necessitated by any Pet. The Declarant, the Association, the Board and the Association's property management company (if any) shall not be liable for any personal injury, death and/or property damage resulting from a violation of the restrictions on Pets and animals. Any Owner, or its guests, Lessees, licensees, agents or family members, committing any violation of the restrictions on Pets and animals shall fully indemnify and hold harmless the Declarant, the Association, the Board, each other Owner and the Association's property management company in such regard. A violation of any rule or restriction on Pets and animals shall entitle the Association to all of the Association's rights and remedies, including, but not limited to, the right to fine the applicable Owner and/or to require any Pet or animal to be permanently removed from SAN FELASCO. No Owner, or its guests, Lessees, licensees, agents or family members may keep more than three (3) of the permitted pets in and/or on any Lot. No reptiles, insects, livestock, poultry, swine or wildlife of any type shall be kept anywhere in and/or within SAN FELASCO, including any Lot, Home and any garage. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

No Pet shall be permitted to remain within SAN FELASCO if that Pet disturbs the tranquility of SAN FELASCO, other Owners, Lessees or occupants of any Lot, if a Pet is unlawful, dangerous, aggressive, annoying, and/or a nuisance to or destructive of wildlife, or if that Pet has been specifically excluded from SAN FELASCO by the Board after notice. The Board may, in its sole discretion, have any Pet removed and/or banned from SAN FELASCO.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

DRAFT

12.4 Automobiles and other Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, Builders or their subcontractors, suppliers, consultants, agents, employees or invitees.

12.4.1 Parking. Except as otherwise expressly provided herein with respect to Government Vehicles (as defined below) Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot. No vehicles of any nature shall be parked on any portion of SAN FELASCO or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area (including, without limitation, any private roadways), except in designated parking areas, if any. The Association shall have the right, but not the obligation, to promulgate Rules and Regulations regarding parking on Common Areas, including ~~the~~any private roadways. To the extent SAN FELASCO has any guest parking (if applicable), Owners are prohibited from parking in such guest parking spaces. Each Owner, by acceptance of a deed to a Lot, acknowledges there may be no guest parking areas within SAN FELASCO. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in SAN FELASCO except during the period of a delivery of goods or during the provision of services. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to law enforcement vehicles or vehicles issued by a governmental entity, so long as such vehicles are used for normal transportation and there are no ladders, racks, and hooks or such other commercial equipment attached to such vehicles ("**Government Vehicles**"). Except as otherwise set forth herein or on the Plat, roadways within SAN FELASCO shall be ~~private~~public roadways and shall be maintained and regulated by the City~~Association~~.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within SAN FELASCO for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within SAN FELASCO, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Vehicles may be washed only in the driveway of the Home.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), trailer, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within SAN FELASCO except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within SAN FELASCO. For any Owner who drives an automobile issued by ~~the County,~~ the City, or other governmental entity (e.g., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Additionally, no all-terrain vehicles (ATVs) or mini motorcycle may be parked or stored within SAN FELASCO, including on any Lot, except in the garage of a Home. Golf carts shall only be permitted on the paved or concrete surfaces and/or trails (if any) forming a part of the Common Areas which are designated by the Board for such use. The Association shall have the right, but not the obligation, to promulgate Rules and Regulations regarding the usage of golf carts within SAN FELASCO. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection

with construction, improvement, installation, or repair by the Declarant, Builders, or their subcontractors, supplies, consultants, or agents.

12.4.4 Towing. Subject to applicable laws and ordinances, and subject to the terms and conditions of this Section, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such vehicle or owner of such vehicle was ever previously cited for such violation. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles that are in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean motorcycles, campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in violation of this Declaration.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by the Declarant and/or Builders, and administrative offices of the Declarant and/or Builders, no commercial or business activity shall be conducted within SAN FELASCO, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within SAN FELASCO. No solicitors of a commercial nature shall be allowed within SAN FELASCO without the prior written consent of the Association. No day care center, "half-way house," or assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant.

12.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within SAN FELASCO by the Declarant and/or Builders. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN SAN FELASCO AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto, as adopted or amended from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any Contractor of the Association.

12.9 Cooking. No cooking shall be permitted nor shall any foods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association, if any. The

Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout SAN FELASCO.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of SAN FELASCO without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights and decorations in its sole discretion. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through SAN FELASCO). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2021), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of SAN FELASCO complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant in the Declarant's sole and absolute discretion, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage Improvements may be part of the Common Areas and/or Lots. After Drainage Improvements are installed by the Declarant and/or Builders, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the Association; however, the Association shall have no responsibility for grass and landscape maintenance which shall be maintained in accordance with the provisions of Section 11 of this Declaration. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. No Home, structure, building, landscaping, fence, wall or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the SMS or change the direction or flow of water in accordance with the SMS for SAN FELASCO, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the ~~County,~~ City, SRWMD or other governing body having jurisdiction over SAN FELASCO. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE BUILDERS AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither the Association, the Declarant nor any Builder shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences and Walls. Except for walls or fences erected or installed by the Declarant or a Builder, no walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences installed by an Owner must be in compliance with the Community Standards. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC

approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs or as otherwise provided herein.

12.15 Fuel Storage. No fuel storage shall be permitted within SAN FELASCO, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, lawn maintenance equipment, or similar devices.

12.16 Garages. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.17 Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from the street. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. Except for normal construction debris on a Lot during the course of construction of a Home, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of SAN FELASCO.

12.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.

12.19 Irrigation; Reclaimed Water. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. The Declarant may, at its sole discretion, utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not the maintenance obligation of an Owner pursuant to the terms of this Declaration shall be the maintenance obligation of the Association. The Association may use reclaimed or reuse water for irrigation purposes. Reclaimed or reuse water has received a degree of treatment and basic disinfectant at a wastewater treatment facilities but does not qualify as potable water under applicable governmental regulations, so irrigation water should not be consumed by any persons or animals.

12.20 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2021), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC and in accordance with the Community Standards.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of SAN FELASCO as determined by the Board in its sole discretion. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The

responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of SAN FELASCO shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided by the Owner to the Association. No Lease Agreement may be for a term of less than six (6) months. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.23 Mailboxes and Lampposts. No mailboxes or lampposts shall be installed on any Lot.

12.24 Minor's and Guest's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children and guests at all times in and about SAN FELASCO. Neither the Declarant, Builders, nor the Association shall be responsible for any use of the Common Areas by anyone, including minors and guests.

12.25 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of SAN FELASCO, as determined by the Board in its sole discretion, is permitted. No firearms shall be discharged within SAN FELASCO. Nothing shall be done or kept within the Common Areas, or any other portion of SAN FELASCO, including a Home or Lot which will increase the rate of insurance to be paid by the Association. As stated above, this Section shall not apply to sales, marketing, construction and development activities by Builders.

12.26 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.27 Paint. The exterior of Homes shall be re-painted by the record title owner of the applicable Lot within forty-five (45) days of notice by the Board or the ACC to the record title owner of the applicable Lot.

12.28 Personal Property; Patio and Lawn Furniture. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of the Common Areas, any Lot or Home, or any other portion of SAN FELASCO, which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible outside the Home or Lot, without the prior written approval of the ACC. The ACC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ACC for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the ACC in accordance with the foregoing, all other outdoor furniture and lawn furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. The Board may require the removal of

any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Board's sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning.

12.29 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of SAN FELASCO, change the level of the land within SAN FELASCO, or plant landscaping which results in any permanent change in the flow and drainage of surface water within SAN FELASCO. Owners may place additional plants, shrubs, or trees within any portion of their respective Lots with the prior written approval of the ACC.

12.30 Roofs, Driveways and Pressure Washing/Soft Washing. Roofs, exterior surfaces and/or pavement, including, but not limited to, walkways and driveways, shall be pressure washed/soft washed by the Owner of the Lot within thirty (30) days of notice by the Board or the ACC to the Owner of the applicable Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

12.31 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of SAN FELASCO. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards adopted by the Board and shall be governed by the then current rules of the FCC.

12.32 Screened Enclosures and Decks/Patios/Lanais. Except as otherwise installed by the Declarant or Builders, all screening and screened enclosures shall have the prior written approval of the ACC and shall be in accordance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC, and shall comply with the Community Standards. Except as otherwise installed by the Declarant or Builders, all decks, patios, and lanais shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.

12.33 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of SAN FELASCO, including, without limitation, any Home, Lot or vehicle, that is visible from the outside, except an Owner may install one (1) ornamental flag approved by the ACC and in compliance with the Community Standards. Notwithstanding the foregoing, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Flags permitted by this Section may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or

smaller than the United States flag. Further, Owners who are actively marketing the sale or rental of their Home are permitted to display one (1) "For Sale" or "For Rent" sign advertising that the property is for sale or rent, in accordance with the Community Standards. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in ~~the County or~~ the City and all setback and location criteria contained in this Declaration and in the Community Standards.

The Declarant, Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within SAN FELASCO such signs and flags as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions and restrictions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.34 Social Media. The Association may create an official social media page, forum or website for SAN FELASCO. If created by the Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for SAN FELASCO and by acceptance of a deed to a Lot and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Lot, each Owner who actively participates on such social media page(s) for SAN FELASCO agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, Builders, the Declarant or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with SAN FELASCO, the Declarant, Builders, the ACC or the Association, and such Owner shall report all such issues directly to the Association and/or Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Manager is responsible for monitoring any social media page(s) for SAN FELASCO. IF AN OWNER WITNESSES A FIRE, ACCIDENT, THEFT OR OTHER SERIOUS EVENT, SUCH OWNER SHALL CALL 911 AND NOTIFY THE ASSOCIATION BEFORE POSTING ON ANY SOCIAL MEDIA PAGE.

12.35 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of SAN FELASCO without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.36 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained, except for temporary storage facilities which shall be permitted for no more than one (1) week from the time of an Owner's or Lessee's initial occupancy of a Home. Any such temporary storage facilities may not be kept in the roadway and shall be kept wholly within the applicable Owner's Lot. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from roadways in a manner approved by the ACC. As stated above, this Section shall not apply to temporary structures and storage facilities utilized by Builders.

12.37 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Declarant prior to the Community

Completion Date, and thereafter, by the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to SAN FELASCO, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion. As stated above, this Section shall not apply to Builders.

12.38 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of SAN FELASCO or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

12.39 Surveillance Equipment and Security Systems. Except for video monitoring doorbells, no Owner shall install any security and/or surveillance systems or related equipment on the exterior portion of a Home or Lot without first obtaining prior written approval of the ACC. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ACC. Notwithstanding the foregoing, Owners may install compact video-equipped doorbells on the exterior of the Home in accordance with the Community Standards. No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and convenience of other Owners. All conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of the Home. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

12.40 Swimming, Fishing, Boating and Docks. Swimming, wading and fishing are prohibited within any of the retention/detention areas or water bodies within the boundaries of SAN FELASCO. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any water body or retention/detention areas.

12.41 Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment) by the respective Owner. Unless installed by the Declarant, no diving boards, slides, or platforms shall be permitted without the ACC's approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any retention/detention areas within SAN FELASCO or adjoining properties.

12.42 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its guests, Lessees and invitees. As stated above, this Section shall not apply to Builders.

12.43 Visibility on Corners. Notwithstanding anything to the contrary in this Declaration, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.44 Wells and Septic Tanks. No individual wells or septic tanks will be permitted on any Lot.

12.45 Wetlands and Mitigation Areas. If the Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without ACC approval and approval from any governmental agencies having jurisdiction. Such areas, if any, are to be maintained by the Association in their natural state.

12.46 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

12.47 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas by reason of original construction by the Declarant or any Builder, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant, any Builder, or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Responsibility for Insurance, Repair and Replacement.

14.1 Association Insurance.

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("**NFIP**"), the Association shall maintain insurance coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.2 Liability Insurance. The Association shall procure for the Common Areas only commercial general liability insurance coverage providing coverage and limits deemed appropriate by the Board. Such policies must provide that they may not be cancelled or substantially modified by any party without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date) and the Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.4 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

14.1.5 Declarant. Prior to the Turnover, the Declarant shall have the right, but not the obligation, at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home on a Lot is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date such Required Demolition is completed, or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of SAN FELASCO.

14.2.4 Additional Rights of the Association. If an Owner of any Lot refuses or fails, for any reason, to perform the Required Repair or Required Demolition or such other reconstruction or repair as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform

the Required Repair or Required Demolition or such other reconstruction or repair. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary in this Section, the Association, its directors, and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, the Association, its directors, and officers, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section.

14.3 Compliance Monitoring. Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association, the Declarant, nor any Builder shall be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association, the Declarant, nor any Builder shall be liable in any manner whatsoever for failure of an Owner to comply with this Section.

14.4 Fidelity Bonds. If available, the Association shall procure a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon the Board's reasonable business judgment.

14.5 Association as Agent. The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.6 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.

14.7 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s).

14.8 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

14.9 Declarant and Builders have No Liability. Notwithstanding anything to the contrary in this Section, the Declarant, the Builders and their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage required by this Section or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

DRAFT

14.10 Additional Insured. Prior to the Community Completion Date, the Declarant shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Builder, Owner and permitted occupant, such Owner's Lessees, family members, guests and invitees, and every owner of an interest in SAN FELASCO, shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended or supplemented from time to time;

15.1.2 Rules and Regulations governing use and enjoyment of the Common Areas;

15.1.3 The right of the Association to suspend rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2021);

15.1.4 The right of the Association to suspend an Owner's or Lessee's or guest's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessment levied against that Owner remains unpaid;

15.1.5 The right of the Declarant and/or the Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer by the Association shall be effective prior to the Community Completion Date without prior written consent of the Declarant;

15.1.6 The right of the Declarant and/or the Association to modify the Common Areas as set forth in this Declaration;

15.1.7 The perpetual right of the Declarant or Builders, as applicable, to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. The Association and each Owner shall give the Declarant and Builders unfettered access, ingress and egress to the Common Areas so that the Declarant and such Builders, as applicable, and/or their agents can perform all tests and inspections deemed necessary by the Declarant and/or Builders, as applicable. The Declarant and Builders shall have the right to make all repairs and replacements deemed necessary by the Declarant and/or the applicable Builders. At no time shall the Association or any Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by the Declarant and/or such Builders relative to any portion of the Common Areas;

15.1.8 The rights of the Declarant, Builders and/or the Association regarding SAN FELASCO as reserved in this Declaration, including the right to utilize the same and to grant use rights to others; and

15.1.9 An Owner relinquishes his or her right to use of the Common Areas during the time that a Home is leased to a Lessee.

15.2 Ingress and Egress. An ingress and egress easement is hereby created and reserved by the Declarant for the Builders, Owners, their Lessees, guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over,

through and across such portions of the Common Areas, as may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and for Builders and their nominees, over, upon, across, and under SAN FELASCO as may be required in connection with the development of SAN FELASCO, and/or other lands designated by the Declarant and/or Builders, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, or any portion of SAN FELASCO, and/or other lands designated by the Declarant and/or Builders. Without limiting the foregoing, the Declarant specifically reserves for itself and for Builders, and their subcontractors, suppliers and consultants, the right to use all paved roads and rights of way within SAN FELASCO for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. The Declarant and Builders shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses. Without limiting the foregoing, at no time shall the Declarant and/or Builders be obligated to pay any amount to the Association on account of the Declarant's and/or Builders' use of the Common Areas. The Declarant and Builders intend to use the Common Areas for sales of Lots and Homes. Further, the Declarant, Builders, and their affiliates may market other residences and commercial properties located outside of SAN FELASCO from the Declarant's and/or Builders' sales facilities located within SAN FELASCO. The Declarant and Builders have the right to use all portions of the Common Areas in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of the Declarant and Builders, shall be construed as broadly as possible and supplement the other rights of the Declarant and Builders set forth in this Declaration. At no time shall the Declarant and/or Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within SAN FELASCO. Furthermore, Private Street Light Providers shall also have the right to use all paved roadways for ingress and egress to and from any street lights and any related equipment or facilities located within SAN FELASCO.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to the occupants or Lessees of such Owner's Home, subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated from time to time. Any such delegation shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to the Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through SAN FELASCO (including Lots, Parcels and/or Homes) for telecommunications systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have

granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across SAN FELASCO (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, retaining walls, utilities, cables, wires, lateral supports or other supporting structures, tie backs deadman anchors, and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association and their designees, SRWMD, ~~the County,~~ the City, and/or any governmental agency having jurisdiction over SAN FELASCO over, across and upon SAN FELASCO for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) any improvements installed by the Declarant or Builders, (ii) landscaping of the SMS, (iii) any improvements as required by ~~the County,~~ the City, or the Permit, and/or (iv) any improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists over, across and upon SAN FELASCO for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of SAN FELASCO and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through SAN FELASCO and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Utility Easements. Except as provided herein, no Owner may install any improvements within the utility easement(s) depicted on any Plat, Title Documents, or other Agreements of SAN FELASCO (collectively, the "**Utility Easements**"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant or Builders within the Utility Easement(s). No fences shall be erected or installed within the Utility Easements without the prior written consent of the ACC, except for fences installed by the Declarant or a Builder. All fences must be in compliance with the Community Standards. In the event a fence is installed within any Utility Easement, with prior written ACC approval, the Owner is solely responsible for fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811, so all utility companies may locate and mark their underground facilities within the area, as required by Chapter 556, Florida Statutes (2021).

15.11 Right of Entry. The Declarant, Builders, and the Association are granted a perpetual and irrevocable easement over, under and across all of SAN FELASCO for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, the Declarant, for itself and on behalf of any Builders, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant or a Builder, as applicable, may construct, maintain, repair, alter, replace and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of SAN FELASCO if the Declarant or such Builder, as applicable, is required to do so in order to obtain the release of any bond posted with any governmental agency.

15.12 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of SAN FELASCO, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to

perform under this Declaration; and (iii) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.13 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. [Intentionally Deleted].

17. Assessments.

17.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "**Assessments**"). As Vacant Lots (as defined herein) and Spec Lots (as defined herein) may not receive certain services, all Lots shall not be assessed uniformly.

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and SAN FELASCO. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

17.2.1 Installment Assessments. Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation ("**Installment Assessments**");

17.2.2 Special Assessments. Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses ("**Special Assessments**");

17.2.3 Use Fees. Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("**Use Fees**");

17.2.4 Reserves. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Reserves may be created by the approval of a majority of the total Voting Interest of the Association either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interest of the Association, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"), including, without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities and ~~the~~any private roadways. Notwithstanding the foregoing, Reserves may be adopted by the Declarant, as the sole member of the Association, by written consent; provided, however, in no event shall the Declarant be obligated to create such Reserves. In the event the member(s) of the Association approve the establishment of Reserves, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to Section 720.303, Florida Statutes (2021), and be payable in such manner and at such times as determined by the Association; and

17.2.5 Individual Assessments. Any specific assessment for costs incurred by the Association, or charges, fees or fines levied against a specific Lot or Lots, or the record title owner(s) thereof, which amounts are by their nature applicable only to one or more Lots, but less

than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

17.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to Turnover, any such designation must be approved by the Declarant and any Builders, for so long as such Builder owns a Lot within SAN FELASCO. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Lots in SAN FELASCO conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant or a Builder (a "**Spec Lot**") shall not be assessed until such time as the Lot is conveyed by the Declarant or a Builder to an Owner. Vacant Lots and Spec Lots are not subject to Assessments due to their state of completion and the level of services provided by the Association for such Lots. At such time as a Vacant Lot owned by an Owner is improved with a Home or a Spec Lot is conveyed by the Declarant or a Builder to an Owner, then the Vacant Lot and/or Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one- hundred percent (100%) of Installment Assessments. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall the Declarant or any Builder pay Special Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

17.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners, Builders, or the Declarant of any sums due.

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner, except as provided herein. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall not be assessed until such Lots are conveyed to an Owner by the Declarant or a Builder. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the record title owner of a Lot benefiting from, or subject to, the special service or cost as specified by the Association. The Declarant and Builders shall not be required to pay Use Fees or Individual Assessments.

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association, including, without limitation, the Initial Contributions and Resale Contributions, late fees and interest (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by the Declarant at the applicable rate of Installment Assessments established for such Lots and Homes, including Vacant Lots and Spec Lots. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by the Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Board's sole and absolute discretion, to the funding of budgeted Reserves, if applicable. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may, at any time, give thirty (30) days' prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for such Lots and Homes owned by the Declarant, including Vacant Lots and Spec Lots. The Declarant and Builders shall not be responsible for any Reserves, Individual Assessments or Special Assessments, even after the Turnover. The Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Except as provided herein, upon transfer of title of a Lot owned by the Declarant or a Builder, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, or at the amount established for Vacant Lots or Spec Lots, as applicable, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS AND BUILDERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2021). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6),

FLORIDA STATUTES (2021), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by the Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

17.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2021). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments shall be collected in advance on a _____basis.

17.10.2 Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of the Declarant.

17.10.3 The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution. The first purchaser of each Lot or Home from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or Builder to the purchaser, shall pay to the Association an initial contribution in the amount of One Thousand and No/100 Dollars ($1,000.00) payable to the Association (the "**Initial Contribution**"). The Initial Contribution shall not be applicable to conveyances from the Declarant to a Builder. The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to SAN FELASCO, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, any Builder purchasing a Lot from the Declarant is not obligated to pay the Initial Contribution to the Association. Such Initial Contributions paid to the Association pursuant to this Section 17.11 shall be in addition to any capital contribution required to be paid to the Master Association by an Owner who purchases a Lot or Home from the Declarant or a Builder pursuant to the Master Declaration, if applicable.

17.12 Resale Contribution. After the Home has been conveyed to the first purchaser by the Declarant or a Builder, there shall be collected from each subsequent purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of One Thousand and No/100 Dollars ($1,000.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant or a Builder. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to SAN FELASCO, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay the Resale Contribution to the Association. Such Resale Contributions paid to the Association pursuant to this

Section 17.12 shall be in addition to any capital contribution required to be paid to the Master Association by a subsequent purchaser of a Lot or Home pursuant to the Master Declaration, if applicable.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full and an estoppel certificate shall have been received from the Association by such Owner. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of receipt of a written request therefor from an Owner, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

17.14 Payment of Home Real Estate Taxes. Each Owner and Builder shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

17.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the record title owner's heirs, devisees, personal representatives, successors or assigns.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the lien for Master Association Assessments, as provided in the Master Governing Documents, (ii) the liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior, and (iii) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2021). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner

pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

17.17 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and No/100 Dollars ($25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, the Declarant and the Association shall not be responsible for any Assessments of any nature or any portion of the Operating Expenses, except as the record title owner of a Lot, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant and Builders shall not be responsible for Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Lots owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of SAN FELASCO subject to this Declaration from the Assessments, provided that such part of SAN FELASCO exempted is used (and as long as it is used) for any of the following purposes:

17.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; or

17.19.2 Any of SAN FELASCO exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.20 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, the Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees, paraprofessional fees, and costs at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to the Declarant for such purposes. If the Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17.21 Rights to Pay Assessments and Receive Reimbursement. The Association, the Declarant and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option,

to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

17.22 Mortgagee Right. Each Lender may request to the Association in writing that the Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after the Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to Lender.

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including, without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the receipt of written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

17.24 Master Association Assessments. Pursuant to the Master Governing Documents, each Owner is obligated to pay assessments to the Master Association. NOTWITHSTANDING ANY PROVISION IN THIS DECLARATION OR THE MASTER DECLARATION TO THE CONTRARY, THE ASSOCIATION SHALL NOT IN ANY WAY WHATSOEVER BE LIABLE FOR PAYMENT OF THE MASTER ASSOCIATION ASSESSMENTS. THE FOREGOING IS NOT INTENDED TO LIMIT ANY REMEDIES OF THE ASSOCIATION OR THE MASTER ASSOCIATION CONCERNING AN OWNER'S FAILURE TO PAY ANY SUCH ASSESSMENT. NOTWITHSTANDING ANY PROVISION OF THE MASTER DECLARATION TO THE CONTRARY, THE MASTER ASSOCIATION ASSESSMENTS ARE NOT OPERATING EXPENSES OF THE ASSOCIATION AND NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY OBLIGATION TO DEFICIT FUND NON-PAYMENT OF THE MASTER ASSOCIATION ASSESSMENTS BY THE ASSOCIATION'S MEMBERS. **[SWM COMMENT: TO BE CONFIRMED IN THE MASTER DOCUMENTS.]**

18. Information to Lenders, Builders and Owners.

18.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners, Builders and Lenders current copies of the Governing Documents.

18.2 Copying. Any Owner, Builder and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent the Association is notified of the same;

18.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

18.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

18.3.4 Any proposed action that specifically requires the consent of a Lender.

18.4 Failure of Lender to Respond. Any Lender who receives a written request to respond to proposed amendment(s) to the Governing Documents shall be deemed to have approved such amendment(s) if the Lender does not submit a response to any such request within sixty (60) days after it receives proper notice of the proposed amendment(s); provided such request is delivered to the Lender by certified or registered mail, return receipt requested.

19. Architectural Control.

19.1 Architectural Control Committee. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to SAN FELASCO. The ACC shall consist of a minimum of two (2) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. The Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any such members within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as the Declarant with respect to the ACC.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DECLARATION, EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, ACKNOWLEDGES AND AGREES THAT SUCH LOT IS SUBJECT TO THE MASTER GOVERNING DOCUMENTS, WHICH CONTAIN CERTAIN RULES, REGULATIONS AND RESTRICTIONS RELATING TO IMPROVEMENTS LOCATED WITHIN SUCH LOT, INCLUDING THE RIGHT OF THE MASTER ARB TO EXERCISE ARCHITECTURAL CONTROL OVER IMPROVEMENTS AND ALTERATIONS AND MODIFICATIONS THERETO IN ACCORDANCE WITH THE MASTER DECLARATION. EACH OWNER SHALL COMPLY WITH THE TERMS OF THE MASTER GOVERNING DOCUMENTS, INCLUDING OBTAINING ANY APPROVAL(S) OF THE MASTER ARB AS REQUIRED BY THE MASTER DECLARATION. **[SWM COMMENT: TO BE CONFIRMED IN THE MASTER DOCUMENTS.]**

19.2 Membership. There is no requirement that any member of the ACC be a member of the Association.

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of SAN FELASCO. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within SAN FELASCO by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ACC. The ACC may impose standards for design, construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of the Declarant and Builders, which may be granted or denied in their sole discretion.

19.4 Master Plan. The Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, the Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, THE DECLARANT AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING SAN FELASCO. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE

OF HOW SAN FELASCO WILL APPEAR UPON COMPLETION AND THE DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS THE DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5 Community Standards. Each Owner and its Contractors and employees shall observe, and comply with, the Community Standards or any other standards that now or may hereafter be adopted by the Declarant or the Board. Prior to the Community Completion Date, the Declarant, and thereafter the Board, shall have the right to adopt Community Standards. The Community Standards, as amended from time to time, (i) shall be effective from the date of adoption; (ii) shall be specifically enforceable by injunction or otherwise; and (iii) shall have the effect of covenants as if set forth herein verbatim. To the extent the Community Standards are more restrictive as to any matter set forth in this Declaration or the Master Governing Documents, then the provisions of the Community Standards shall control. The Community Standards shall not require any Owner or Builder to alter the improvements approved by the ACC and previously constructed. Until the Community Completion Date, the Declarant and Builders shall have the right to approve the Community Standards, which approval, may be granted or denied in their sole discretion.

19.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

19.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by the Declarant or Builders (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

19.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

19.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

19.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

19.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the

materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

19.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide the applicant such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the applicant's receipt of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

19.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

19.10 Variances. The Association or the ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

19.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in SAN FELASCO shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in SAN FELASCO shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in SAN FELASCO and no construction materials shall be stored in SAN FELASCO, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is

taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of its respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

19.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. The ACC shall have the right to require that Contractors' employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in SAN FELASCO.

19.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within SAN FELASCO. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within SAN FELASCO and each Owner shall include the same therein.

19.13 Inspection. There is specifically reserved to the Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of SAN FELASCO at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

19.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other guidelines or standards promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

19.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by an entity other than the Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by the Declarant, a Builder, or their respective agents, assigns or Contractors, including, without limitation, improvements made or to be made to the Common Areas or any Lot or Home, shall not be subject to the Community Standards and/or review and approval by the ACC or the Association.

19.19 Exculpation. The Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, the Builders, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, Builders, the Association, the ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association, Builders, or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of the Declarant, Builders, the Association, or the ACC or their respective members, officers, or directors in connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold the Declarant, Builders and the ACC, and each of their respective members, officers, directors, shareholders, and any related persons or corporations and their employees, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, the ACC or their members, officers and directors. The Declarant, Builders, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

20.1 Right to Cure. Should any Owner do any of the following:

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SRWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede the Declarant, any Builder, or the Association from exercising its rights or performing its responsibilities hereunder;

20.1.4 Undertake unauthorized improvements or modifications to any Lot, Home, or the Common Areas; or

20.1.5 Impede the Declarant or any Builder from proceeding with the construction of Homes or completing the development of SAN FELASCO; then the Declarant, any affected Builder, and/or the Association, where applicable, after reasonable prior written notice, shall have the right, but not the obligation, through its agents and employees, to cure the breach,

including, but not limited to, entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be (i) assessed against the Owner as an Individual Assessment if such costs are incurred by the Association, or (ii) promptly paid by the Owner to the Declarant or Builder, as applicable, immediately upon such Owner's receipt of an invoice of same, if such costs are incurred by the Declarant or a Builder.

20.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or the Association shall notify the Owner of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after receipt of such written notice, the party entitled to enforce same may, at its option:

20.2.1 Commence an action to enforce the performance on the part of the Owner, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

20.2.2 Commence an action to recover damages; and/or

20.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

20.3 No Waiver. The election not to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.4 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, Builders, the Master Association, the Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or the Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration and the Community Standards may be enforced by the Declarant and/or, where applicable, Owners, Builders, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association nor the Declarant nor any Builder has any obligation whatsoever to become involved in any dispute between Owners in connection with this Declaration. The expense of any litigation to enforce this Declaration or the Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SRWMD and the Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or any of the foregoing, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2021), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration, including, without limitation, those provisions benefiting SRWMD.

20.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

20.6.2 A fine or suspension may not be imposed without delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing delivered to the Owner, Lessee, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. Notwithstanding anything to the contrary herein, the notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, Lessee, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, Lessee, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

20.6.4 The Violations Committee may approve a fine imposed by the Board against the Owner in the amount of One Hundred and No/100 Dollars ($100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, Lessee, guest or invitee. Fines shall be paid not later than five (5) days after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars ($1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

21. Additional Rights of Declarant and Builders.

21.1 Sales and Administrative Offices. The Declarant and Builders shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of SAN FELASCO and sales and re-sales of Lots, Homes and/or other properties owned by the Declarant, Builders, or others outside of SAN FELASCO. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of SAN FELASCO, including Common Areas, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas, as applicable, to show Lots or Homes. Builders shall have the right to maintain models, sales offices and parking associated therewith, on such portions of SAN FELASCO designated by the Declarant, without the payment of rent or any other fee for the purposes of development, marketing and sales of Lots or Homes within SAN FELASCO. The sales offices, models, signs and all items pertaining to development

and sales remain the property of the Declarant and/or Builders, as applicable. The Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of SAN FELASCO will continue as deemed appropriate in the Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of SAN FELASCO to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat or described herein, (ii) to plat or replat all or any part of SAN FELASCO owned by the Declarant or reconfigure any Lot owned by the Declarant, and (iii) to widen, extend or relocate any right of way shown on any Plat or convert a Lot to use as a right of way, provided that the Declarant owns the lands affected by or subject to such change. Any modification of the development plans for SAN FELASCO, including, without limitation, amendments to the Master Plan, modification of the boundary lines of the Common Areas, granting easements, dedications, agreements, licenses, restrictions reservations, covenants, and/or rights-of-way, shall require the prior written consent of the Builders, which may be withheld for any reason. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant, Builders and their assigns, shall have the right, at any time or location within SAN FELASCO, to hold marketing, special and/or promotional events within SAN FELASCO and/or on the Common Areas without any charge for use. The Declarant, Builders, and their agents, affiliates, or assignees shall have the right to market SAN FELASCO in advertisements and other media by making reference to SAN FELASCO, including, but not limited to, pictures or drawings of SAN FELASCO, Common Areas, Lots, Parcels, and Homes constructed in SAN FELASCO. All logos, trademarks, and designs used in connection with SAN FELASCO are the property of the Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of the Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and Builders shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots or Homes within SAN FELASCO, or other properties owned by the Declarant or Builders outside of SAN FELASCO.

21.5 Franchises. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. The Association may contract with a third party ("**Manager**") for management of the Association and the Common Areas.

21.7 Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon and across SAN FELASCO so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners or Builders. By way of example, and not of limitation, the Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Declarant, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot.

As an illustration, the Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. The Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by the Declarant or any Builder: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by the Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of the Declarant which may be granted or denied in its sole discretion. Notwithstanding the foregoing, the Declarant is required to obtain the prior written consent of any Builder whose Lot shall be affected by new or relocated easements before such easements affect such Builder's Lot.

21.8 No Failure of Easements. Notwithstanding anything contained in the Governing Documents to the contrary, should the intended creation of any easement provided for in the Governing Documents fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Declarant and/or the Association, as applicable, as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement, and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

21.9 Right to Enforce. The Declarant and Builders have the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.10 Additional Development. If the Declarant withdraws portions of SAN FELASCO from the operation of this Declaration, the Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the improvements and/or facilities which were originally planned to be included in such areas. If so designated by the Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by the Declarant.

21.11 Representations. Neither the Declarant nor any Builder make any representations concerning development both within and outside the boundaries of SAN FELASCO, including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on SAN FELASCO or adjacent to or near SAN FELASCO, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.12 Rights of Builders. Notwithstanding any other provision contained in this Declaration, Declarant shall not, without the prior written consent of such Builder, exercise any of the "Declarant" rights

under this Declaration in any manner which will have a material or adverse impact on the Lots owned by such Builder.

21.13 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, ANY BUILDER, NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF SAN FELASCO INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PARTY WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.13.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF SAN FELASCO HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF SAN FELASCO AND THE VALUE THEREOF;

21.13.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR ~~ALACHUA COUNTY~~THE CITY OR PREVENTS TORTIOUS ACTIVITIES;

21.13.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

21.13.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF SAN FELASCO (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, THE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

21.14 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, UNLESS OTHERWISE REQUIRED TO SUBMIT A DISPUTE (AS DEFINED HEREIN) TO MEDIATION AND/OR BINDING ARBITRATION PURSUANT TO SECTION 26 HEREIN, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO, THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. THE

DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

21.15 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN ALACHUA COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN ALACHUA COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN ALACHUA COUNTY, FLORIDA.

21.16 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT AND BUILDERS ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT AND BUILDERS; ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT SAN FELASCO TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, BUILDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, BUILDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.17 Duration of Rights. The rights of the Declarant and Builders, as applicable, set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment of such rights by the Declarant or such Builder, as applicable, in an amendment to the Declaration recorded in the Public Records.

21.18 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of SAN FELASCO, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5 of this Declaration, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of SAN FELASCO without the Declarant's prior review and prior written consent, or without the prior written consent of any Builder for so long as such Builder owns a Lot within SAN FELASCO. Evidence of the Declarant's and Builder's prior written consent, as applicable, shall be obtained in the form of a joinder executed by the Declarant and/or Builder, as applicable. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and Builder, as applicable, and recorded in the Public Records.

21.19 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in SAN FELASCO by any party shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such

materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. This Section shall not apply to Builders.

21.20 Use Name of "SAN FELASCO". No person or entity shall use the name "SAN FELASCO," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of the SAN FELASCO name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "SAN FELASCO" in printed or promotional matter where such term is used solely to specify that particular property is located within SAN FELASCO. This Section shall not apply to Builders.

21.21 Density Transfers. If the record title owner of a Parcel develops the Parcel so that the number of Lots contained in such Parcel is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by such party (with respect to that Parcel) shall inure to the benefit of the Declarant.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by the Declarant or any Builder to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to the Declarant or such Builder, as applicable, in the event such refund is received by the Association.

23. Assignment of Powers. All or any part of the rights, exemptions, powers and reservations of the Declarant herein contained may be conveyed or assigned, in whole or in part, to other persons or entities by an instrument in writing duly executed, acknowledged and, at the Declarant's option, recorded in the Public Records. Any successor Declarant shall not be liable for any default, obligations, actions, inactions, or liabilities of any prior Declarant, except as may be expressly assumed by such successor Declarant. Any prior Declarant shall expressly indemnify and hold any such successor Declarant harmless from any default, obligations, actions, inactions, or liabilities of such prior Declarant. Notwithstanding the forgoing, so long as any Builder owns a Lot and is (i) actively constructing a Home thereon; or (ii) actively marketing a completed Home for sale to an end user, the Declarant's right to make any such assignments is subject to such Builder's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by a majority of the Board. The Association and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.3 Execution of Documents. The Declarant's plan of development for SAN FELASCO, including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest

and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of SAN FELASCO, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to SAN FELASCO or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event the Association believes that the Declarant has failed in any respect to meet the Declarant's obligations under this Declaration or has failed to comply with any of the Declarant's obligations under law or the Common Areas constructed by such Declarant are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. The Association agrees that once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, in the Declarant's sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission in accordance with Section 24.12 below.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS AND USERS OF SAN FELASCO ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT, BUILDERS, AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO SAN FELASCO WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF SAN FELASCO, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO SAN FELASCO WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON- WORKING HOURS), (iii) THE DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM THE DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF SAN FELASCO HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "**Title Documents**"). The Declarant's plan of development for SAN FELASCO may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. THE DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, the Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents; (iii) THE DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE, OR OTHERWISE), INJURIES, OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM THE DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF SAN FELASCO HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING. Without limiting the foregoing, upon the Community Completion Date, the Association shall assume all of the obligations of the Declarant under the Title Documents unless otherwise provided by the Declarant by amendment to this Declaration recorded by the Declarant in the Public Records, from time to time, and in the sole and absolute discretion of the Declarant.

24.9 Right to Contract for Telecommunications Services. The Declarant or the Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of SAN FELASCO. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

24.10 Enforcement of Governing Documents. Enforcement of the Governing Documents, including, without limitation, this Declaration, may be by proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, Builders, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents.

24.11 Electronic or Video Communication. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

24.12 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when levying fines, suspending use rights, requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

24.13 Right to Contract. Prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right, to make the Common Areas available to individuals, persons, firms or corporations other than the Owners. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations to pay Assessments pursuant to this Declaration, or give any Owner the right to avoid any of the provisions of this Declaration. Prior to the Turnover Date, the Declarant shall have the right to determine from time to time, and at any time, in the Declarant's sole absolute discretion, the manner in which the Common Areas will be made available to individuals, persons, firms or corporations other than the Owners and the fees and charges that may be charged for such use. In addition, prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right to enter into agreements for maintenance, lease, use, license, or easements with any other homeowners association, property owners association, governmental or quasi-governmental agency or other entity. The Declarant or the Board may enter into such agreement on behalf of the Association without the prior written consent or joinder of any other party; provided, however, prior to the Turnover Date, all such agreements entered into by the Association require the prior written consent of the Declarant. Such agreements may obligate the Association to maintain certain real property or improvements not owned by the Declarant or the Association, or such agreements may obligate the Association to pay a contribution for maintenance costs or use fees for certain real property or improvements not owned by the Declarant or the Association. Any expense incurred by the Association, or payment required to be made by the Association, in connection with any such agreement shall constitute an Operating Expense of the Association. Prior to the Turnover Date, the Declarant's right, and thereafter, the Association's right, to enter into any of the foregoing agreements referenced in this Section, is subject to the Builder's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

24.14 Declarant's Disclaimer of Representations. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE DECLARANT AND BUILDERS MAKE NO WARRANTIES OR REPRESENTATIONS WHATSOEVER EITHER EXPRESS OR IMPLIED, THAT ANY PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF SAN FELASCO OR SURROUNDING LAND CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY THE DECLARANT OR ANY BUILDER IS OR WILL BE SUBJECT TO THIS DECLARATION, OR THAT ANY SUCH REAL PROPERTY (WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION) IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR (OR ANY) USE OR PURPOSE, OR THAT SUCH REAL PROPERTY IS ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT OR WILL BE SUFFICIENT FOR SUCH PURPOSE. While the Declarant and Builders have no reason to believe that any of the covenants, restrictions and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Declarant and Builders make no warranty or representation as to the present or future validity or enforceability of any such covenants, restrictions and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold the Declarant and Builders harmless therefrom.

24.15 Additional Right of the Association to Enter into Agreements. The Association may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of SAN FELASCO, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2021), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, prior to the Community Completion Date, any such agreement entered into by the Association shall require the prior written approval of the Declarant. The purpose of this Section is to confirm the Board's express authority to enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section 720.31(6), Florida Statutes (2021). Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to SAN FELASCO or any lands or facilities outside of SAN FELASCO prior to the Turnover Date.

24.16 Right to Contract for Street Light Services. The Declarant and/or the Association shall have the right, but not the obligation, to enter into one or more contracts with any private provider or third party entity (a "**Private Street Light Provider**") for the provision of street lighting services, including, but not limited to, solar power street lights, within all or any part of SAN FELASCO. Prior to the Community Completion Date, all contracts between a Private Street Light Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, any fees for such street light services payable to the Private Street Light Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

25. Stormwater Management System.

25.1 General. The Association shall be responsible for maintenance, operation, and repair of the SMS in SAN FELASCO. Maintenance of the SMS shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other stormwater management capabilities as permits by SRWMD. Any repair or reconstruction of the SMS shall be as permitted, or if modified as approved by the SRWMD. NOTWITHSTANDING THE FOREGOING, THE DECLARANT AND THE BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SMS without the prior written consent of SRWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SMS. To the extent there exists within SAN FELASCO any wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SRWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SRWMD in the Permit may be conducted without specific written approval from SRWMD.

25.1.2 No Owner, Builder or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

25.1.4 All SMS, excluding those areas (if any) maintained by ~~the County,~~ the City, or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SMS. The cost of such alterations, improvements or repairs shall be part of the Operating Expenses. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SRWMD, the Association and the Declarant, its successors and assigns.

25.1.6 SRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SMS.

25.1.7 Any amendment to the Declaration that alters the SMS, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of SRWMD.

25.1.8 If the Association shall cease to exist, and the Master Association does not own and operate all SMS, all Owners shall be jointly and severally responsible for the operation and maintenance of the SMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.

25.1.9 No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and/or Plat of SAN FELASCO, unless prior approval is received from the SRWMD Regulation Department.

25.1.10 Each property owner within SAN FELASCO at the time of the construction of a building, residence, or structure shall comply with the construction plans for the SMS approved and on file with SRWMD.

25.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within the retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the retention/detention areas to SRWMD.

25.2 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SMS, unless the amendment has been consented to in writing by SRWMD. Any proposed amendment to the Declaration that alters the SMS beyond its original condition, including the mitigation or preservation areas and the water management portions of the Common Areas must be submitted to SRWMD for a determination of whether the amendment necessitates a modification of the Permit.

25.3 Mitigation Area Monitoring. In the event SAN FELASCO has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SRWMD and/or any applicable governmental agencies having jurisdiction determine that the area(s) is successful in accordance with the Permit and all other applicable permits or regulatory requirements. The Association shall perform all wetland mitigation monitoring in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance.

25.4 Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the ~~County~~City, SRWMD or any governmental agencies having jurisdiction. Owners of Lots abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners and Builders shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SRWMD Surface Water Regulation Manager. NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION

CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN SAN FELASCO; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, BUILDERS, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, BUILDERS, OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

25.5 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit, and the Plats associated with SAN FELASCO. Activities prohibited within the conservation areas include, but are not limited to, the following:

25.5.1 No structures or construction of any kind may be erected;

25.5.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;

25.5.3 No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system;

25.5.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

25.5.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

25.5.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

25.5.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

25.5.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

25.5.9 No Owner or Builder within SAN FELASCO may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and Plat, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from SRWMD; and

25.5.10 Each Owner and Builder within SAN FELASCO at the time of construction of a building, residence, or structure shall comply with the construction plans for the SMS approved and on file with SRWMD.

LOTS MAY CONTAIN OR ABUT WETLAND CONSERVATION AREAS THAT ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE

DRAFT

RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR EXCEPT TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SRWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

26. Resolution of Disputes.

26.1 By acceptance of a deed to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Declaration or any dealings between the Lot Owner and the Declarant or any Builder; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant's representatives, any Builder, or any Builder's representatives; (3) relating to personal injury or property damage alleged to have been sustained by the Owner, the Owner's children or other occupants of the Lot; or (4) issues of formation, validity or enforceability of this Section 26. Each Owner agrees to the foregoing on behalf of his or her children and other occupants of the Lot with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

26.2 Any and all mediations commenced by any Owner, the Declarant, or a Builder shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

26.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) or includes a demand for punitive damages, the Dispute shall be heard and determined by three (3) arbitrators; however, if mutually agreed to by the Lot Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

26.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Owner specifically agrees (i) that any Dispute involving the Declarant's affiliates, directors, officers, employees and agents and/or any Builder's affiliates, directors, officers, employees, and/or agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (ii) that the Declarant or Builder, as applicable, may, at their sole election, include the Declarant's and/or Builder's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

26.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Lot, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Lot, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

26.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

26.7 An Owner may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

26.8 The Declarant and Builders support the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

26.8.1 Notwithstanding the requirements of arbitration stated in this Section 26, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

26.8.2 Prior to Turnover, the Declarant and Builders, as applicable, agree to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

26.8.3 The fees for any claim pursued via arbitration in an amount of Ten Thousand and No/100 Dollars ($10,000.00) or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

26.9 Notwithstanding the foregoing, if either the Declarant, a Builder, or an Owner seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

26.10 THE DECLARANT, EACH BUILDER, AND EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS THE DECLARANT OR A BUILDER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

[Signatures on the Following Page]

DRAFT

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this _____day of _____, 2022.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

"DECLARANT"

SAN FELASCO RESEARCH VENTURES, LLC, a Florida limited liability company

By:_____
Name: _____
Title: _____

[Company Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____, as _____ of SAN FELASCO RESEARCH VENTURES, LLC, a Florida limited liability company, on behalf of the company. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC, State of Florida at Large

Print Name _____

DRAFT

JOINDER

SAN FELASCO HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the COMMUNITY DECLARATION FOR SAN FELASCO (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____day of _____, 2022.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

SAN FELASCO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Name: Zenzi Rogers
Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __ day of _____, 2022, by Zenzi Rogers, as President of SAN FELASCO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. She ☐ is personally known to me or ☐ has produced _____as identification.

My commission expires:

_____
NOTARY PUBLIC, State of Florida at Large

Print Name: _____

DRAFT

EXHIBIT 1

LEGAL DESCRIPTION

DRAFT

EXHIBIT 2

ARTICLES OF INCORPORATION

DRAFT

EXHIBIT 3

BYLAWS

DRAFT

EXHIBIT 4

PERMIT

DRAFT

OPERATIONAL ANALYSIS FOR

NW 140th St at the Proposed San Felasco Parkway Extension

City of Alachua

Prepared for:
Alachua County Public Works
5620 NW 120th Ln
Gainesville, FL 32653

Prepared on behalf of:
City of Alachua
15100 NW 142nd Terrace
Alachua, FL 32615

Brian Richard Snyder
State of Florida
Professional Engineer, License No. 74607

This item has been digitally signed and sealed by Brian Richard Snyder, PE, on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Submittal: 1/22/2019
2nd Submittal: 2/15/2019

18-0368

t: (904) 619-6521 | 8563 Argyle Business Loop, Suite 3, Jacksonville, FL 32244
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470

www.chw-inc.com

Contents

Executive Summary 2
Traffic Forecast 3
Trip Generation 3
Project Trip Distribution 5
Data Collection 7
Diverted Trips 7
Background Trips 7
Analysis 13
Conclusion and Recommendations 18

List of Figures

- Figure 1: Project Trip Distribution
- Figure 2: Diverted Trips
- Figure 3: Opening Year 2020 Build-out
- Figure 4: Year 2030 Build-out
- Figure 5: Design Year 2040 Build-out

List of Tables

- Table 1: Trip Generation
- Table 2: Daily Distributed Trip Generation
- Table 3: Intersection Operational Analysis Summary

List of Appendices

- Appendix A: Project Trip Distribution
- Appendix B: Turning Movement Counts
- Appendix C: Background Data
- Appendix D: Background and Build-out Calculations
- Appendix E: Traffic Signal Warrant Analysis
- Appendix F: Operational Analysis Results

Executive Summary

CHW has reviewed the intersection of NW 140th Street (CR 241) and NW 128th Place, with the proposed San Felasco Parkway connection during the opening year 2020, year 2030, and design year 2040.

NW 140th Street at NW 128th Place is an existing T-intersection. NW 140th Street is a two-lane county road with a posted speed of 45 mph, connecting SR 26 with CR 235. NW 128th Place is local road serving a small subdivision.

The following conclusions were derived from this analysis:

- The two-way stop control is expected to operate acceptably well after year 2030.
- A roundabout is not a recommended control type for this intersection, based on the analysis results indicating volumes exceeding capacity during the AM and PM peak hours.
- A traffic signal is expected to be warranted at some point beyond year 2030 if the UF Foundation site develops to the extent provided in this analysis.

Based on the results of this study, CHW provides the following recommendations:

- A two-way stop-controlled intersection with the following lane configuration should be provided with the proposed San Felasco Parkway connection to NW 140th Street:
    - A southbound left-turn lane, with a queue length of 50 FT
    - A northbound right-turn lane with no queue length
    - A westbound left-turn lane, with a queue length of 200 FT
    - A westbound thru/right turn lane
- A signal warrant analysis should be performed at the time either of the scenarios below occur. A traffic signal should be constructed if the analysis demonstrates that a traffic signal is warranted.
    - For any development or roadway plan impacting traffic volumes along San Felasco Parkway, that occurs beyond year 2030; or
    - For any development within the UF Foundation site that exceeds 75% of full build-out, equivalent to 1,360,000 SF Gross Leasable Area (GLA), before year 2030.

Traffic Forecast

The forecasted traffic volumes that was analyzed in the subject intersection will come from the following three sources:

- Trips generated by the proposed UF Foundation site. This site is expected to consist primarily of research and development land use (ITE land use code 760).
- The existing trips at the intersection of NW 140th Street and NW 128th Place
- The rerouted trips along the roadway network that will use San Felasco Parkway instead of alternative routes

Trip Generation

The Institute of Transportation Engineer's (ITE) Trip Generation Manual, 10th Edition was used to estimate the trip generation for the UF Foundation site, as provided in Table 1. Pass-by trips and internal capture were not applied to the trip generation volumes. The UF Foundation site along the proposed San Felasco Parkway extension is 277.5 acres. A floor area ratio (FAR) of 15% was applied to the 277.5 acres of property to estimate the gross floor area of 1,813,446 SF. This estimated gross floor area was used to determine the trip generation provided in Table 1.

The studies used to derive the trip generation for "the peak hour of adjacent street traffic" from the ITE manual, use smaller scale sites ranging in sizes up to a maximum of about 260,000 SF GLA. The studies used to derive the trip generation for "the peak hour of generator" use larger scale sites, ranging in sizes up to about 800,000 SF GLA. Therefore, the AM and PM "peak hour of generator" was used to calculate the AM and PM peak hour trip generation, as the study sites are closer in size to the UF Foundation site.

UF Foundation Trip Generation												
Land Use	ITE LU Code	Variable Type	Variable	Daily[1]			AM Peak[2]			PM Peak[2]		
				Total	In	Out	Total	In	Out	Total	In	Out
Research and Development	760	1000 GFA	1,813.446	1,8756	9,378	9,378	1,330	1,104	226	1,899	304	1,595

Land use: R&D at a 0.15 FAR, resulting in a GFA of 1,813,446 square feet
[1]Used fitted curve equation of trips vs. 1000 square feet GFA, according to ITE Trip Generation Manual
[2]Used Peak Hour of Generator fitted curve equations for AM and PM peak, according to ITE Trip Generation Manual

Table 1: Trip Generation

The Signal Warrants program, packaged in the HCS7 software, allows traffic volume input from 7:00 AM to 7:00 PM, to determine whether signal warrants are met, in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). To estimate these hourly project trips, the ITE Journal, January 2015 Edition[1] was used, see citation in the footnote below. This document provides daily office use trip percentages for each hour of the day. Table 2 provides the estimated trip generation volumes throughout the day. The daily project trip distribution calculations are provided in Appendix A. The traffic forecast estimates full build-out of the UF Foundation site by the design year 2040. The projects are assumed to increase linearly from opening year 2020, with 0 project trips, to full build-out during design year 2040.

Daily Project Volumes - Trip Generation		
Time	Average Weekday	
	Hourly Entering Traffic	Hourly Exiting Traffic
6-7 AM	477	66
7-8 AM	1544	178
8-9 AM	1104	226
9-10 AM	850	300
10-11 AM	518	366
11-12 AM	529	806
12-1 PM	902	984
1-2 PM	1036	619
2-3 PM	611	591
3-4 PM	446	900
4-5 PM	352	1444
5-6 PM	304	1595
6-7 PM	145	516
7-8 PM	93	234
8-9 PM	73	150
9-10 PM	62	103
10 PM - 6 AM	332	300
Non-Peak Total	7969	7557
Peak Total	9378	9378

Table 2: Daily Distributed Trip Generation

[1] Zimmerman, Aaron T. (2015, January) Hourly Variations in Trip Generation for Office and Residential Land Use, Institute of Transportation URL:http://digitaleditions.sheridan.com/publication/?i=240553&article_id=1896126&view=articleBrowser&ver=html5#{"issue_id":"240553","page":16}

Project Trip Distribution

The project trip distribution is based on the ADT of the major roadways in the area. As illustrated in Figure 1, approximately 59% of the project trips will be destined to or originate from NW 140th Street to/from the north, while 8% of the project trips will be destined to or originate from NW 140th Street to/from the south. The remaining 33% of the project trips will be destined to or originate from US 441 to/from the east, and will not travel through the subject intersection.

LEGEND

2015 ROAD SEGMENT AADT

19811 (37%)

6189 (12%)

HWY 441

NW 140th St (SR 235)

Rachael Blvd

Rachael Blvd

840 (2%)

Peggy Rd

17295 (33%)

CR 235

4390 (8%)

NW 140th ST

San Felasco Parkway

(59%)

San Felasco Parkway Extension

(8%)

4390 (8%)

NORTH

Figure 1 - Project Trip Distribution

CHW Professional Consultants

Data Collection

Data collection was performed on Wednesday October 3rd, 2018. Turning movement counts were collected from the following intersections:

- NW 140th Street and NW 128th Place (12-hour count)
- NW 140th Street and CR 235 (2-hour AM peak and 2-hour PM peak count)
- US 441 and NW 140th Street (2-hour AM peak and 2-hour PM peak count)
- US 441 and Progress Blvd (2-hour AM peak and 2-hour PM peak count)

Additionally, a 2-hour AM peak and 2-hour PM peak turning movement count was performed at the intersection of NW 140th Street and Rachael Boulevard on October 16th, 2018. The results from this data collection are provided in Appendix B. The collected data was then used to provide the base from which background and build-out conditions would be analyzed.

Diverted Trips

San Felasco Parkway will provide an alternative route for vehicles to connect from NW 140th Street (south) to US 441 (east) and vice versa, in the City of Alachua. Currently vehicles are using either Rachael Boulevard or connecting directly between US 441 and NW 140th Street to follow this trip pattern.

Based on the turning movement counts it is estimated that about half of the vehicles making a westbound left from Rachael Boulevard to NW 140th Street will continue to NW 140th Street while the other half will drive to CR 235. This forecast conservatively assumes that all of these trips destined to NW 140th Street will now be served by the proposed San Felasco Parkway extension. It is estimated that a quarter of the vehicles making a westbound left from US 441 to NW 140th Street will continue to NW 140th Street while the remaining vehicles are expected to have other destinations. Therefore, a quarter of the westbound lefts at the intersection of US 441 and NW 140th Street will use the proposed San Felasco Parkway extension. Similarly, it is estimated that half of the northbound rights at the intersection of NW 140th Street at Rachael Boulevard and a quarter of the northbound rights at the intersection of NW 140th Street at US 441 will be rerouted to the proposed San Felasco Parkway extension. This rerouting of vehicle trips is illustrated in Figure 2.

Background Trips

The turning movements at the intersection of NW 140th Street and NW 128th Place, with the added rerouted trips, were adjusted based on the seasonal adjustment factor of 1.02 provided by FDOT Traffic Online. These volumes were then adjusted by the growth rate of 1.0% to derive the background volumes for each of the study years. The growth

rate of 1.0% along NW 140th Street was derived from Alachua County's Long Range Transportation Plan which used historical counts provided by Alachua County. The peak season adjustment factor and the growth rate documentation are provided in Appendix C.

The spreadsheets prepared to derive the background and build-out conditions for the opening year 2020, year 2030, and design year 2040 are provided in Appendix D. The AM and PM peak hour build-out volumes for each of these scenarios are provided in Figures 3 through 5.

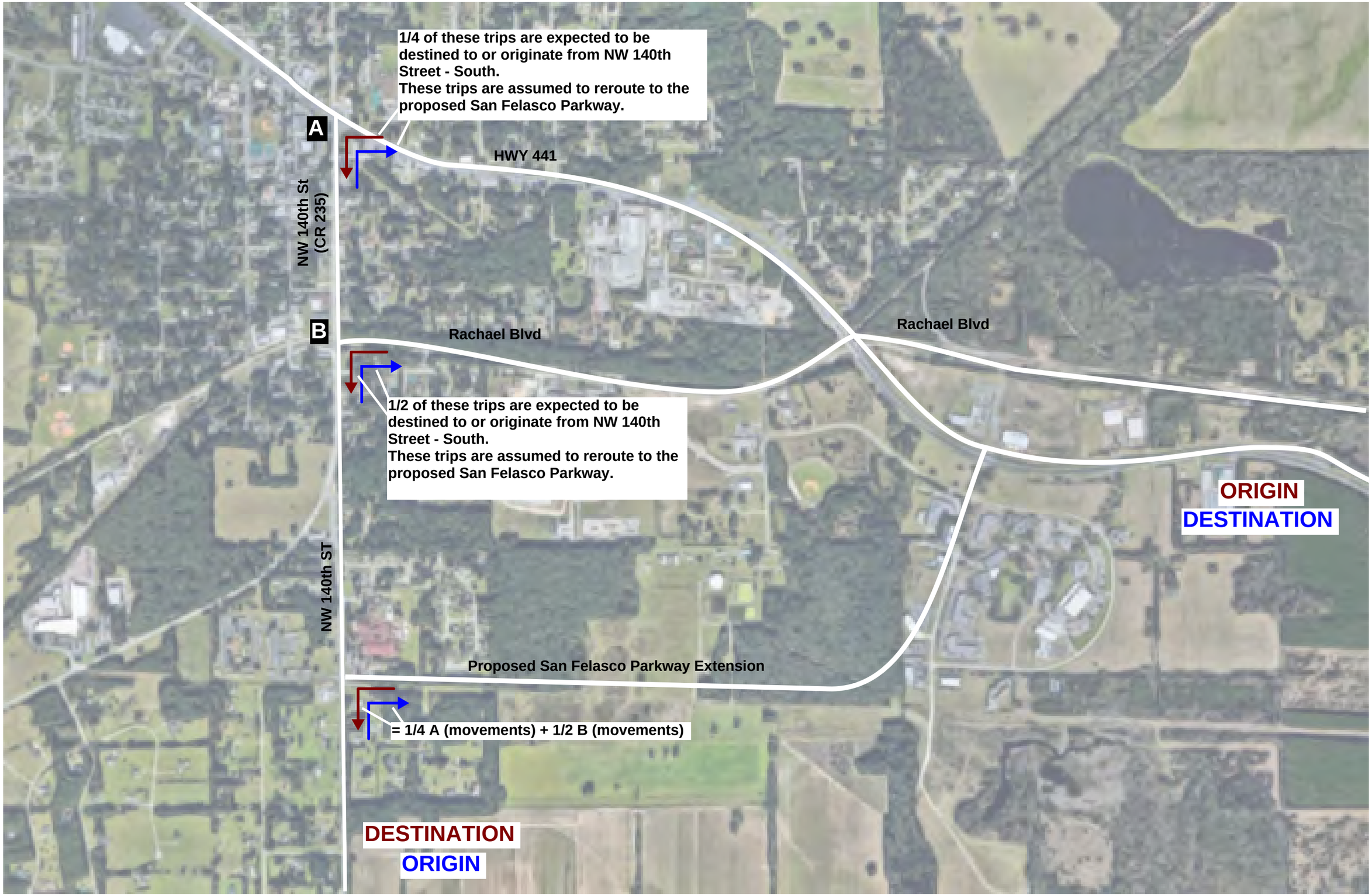


Figure 2 - Diverted Trips

NORTH

CHW Professional Consultants

LEGEND

#(#) Estimated AM(PM) 2020 Build-out Peak Hour Volume

NW 140th St

NW 128th Pl

534(306)

1(8) 10(10)

6(5) 10(10)

2(2) 42(123)

2(3) 102(63)

269(265)

Future San Felasco Parkway Extension

NORTH

Professional Consultants

Figure 3 - Opening Year 2020 Build-out

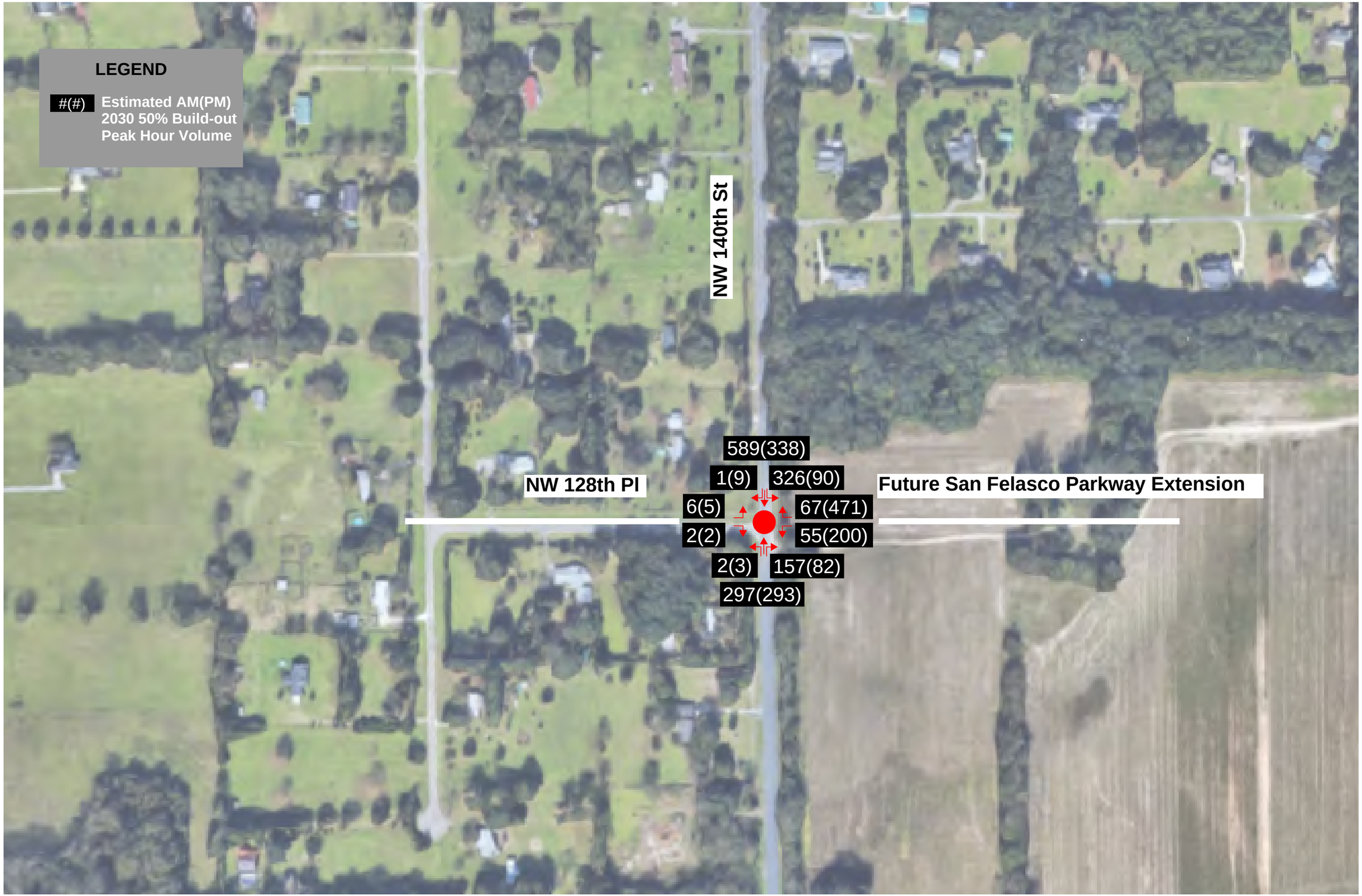


Figure 4 - Year 2030 Build-out

NORTH

CHW Professional Consultants

LEGEND

#(#) Estimated AM(PM) 2040 Build-out Peak Hour Volume

NW 140th St

651(373)

NW 128th Pl

1(10) 651(179)

Future San Felasco Parkway Extension

6(5) 133(941)

2(2) 69(279)

2(4) 212(101)

329(324)

NORTH

Figure 5 - Design Year 2040 Build-out

CHM Professional Consultants

Analysis

The following analyses were performed to provide the most suitable control type and configuration for the intersection of the proposed San Felasco Parkway Extension with NW 140th Street:

- Traffic Signal Warrant Analysis (Opening Year 2020, year 2030, Design year 2040)
- Two-way Stop Control Operational Analysis (Opening Year 2020, year 2030, Design year 2040)
- Traffic Signal Control Operational Analysis (year 2030, Design year 2040)
- Roundabout Control Operational Analysis (Design Year 2040)

The traffic signal warrant analysis used the 7:00 AM to 7:00 PM forecasted traffic volumes. Under the existing T-intersection condition five years of crash history were reviewed which revealed only one crash at this intersection, therefore, Warrant 7 was not met during any of the scenarios. The Signal Warrants program, packaged with the HCS7 software, was used to perform the traffic signal warrant analysis. See Appendix E for the signal warrant documentation.

The two-way stop control was modeled with the following lane additions:

- southbound left-turn lane
- northbound right-turn lane
- westbound left-turn lane
- westbound thru/right lane

HCS7 was used to analyze the two-way stop-controlled conditions.

The traffic signal control was modeled with the lane additions described above, as well as a northbound left-turn lane. The traffic signal was not synchronized with other traffic signals. The left-turn treatment used was permitted/protected for the southbound left-turn and permitted only at all other approaches. The left turn treatment was applied based on the recommendations of the FHWA Signal Timing Manual. The cycle length and phase splits were optimized. Synchro 9 was used to analyze the traffic signal-controlled condition.

The roundabout was modeled as a single lane roundabout with a single approach in each direction. HCS7 was used to analyze the roundabout controlled condition.

Results from all operational analyses are provided in Table 3. Operational analysis reports from HCS7 and Synchro 9 are provided in Appendix F.

AM Intersection LOS Analysis Summary

Intersection	Movement	2020 Buildout- Stop Control				2030 50% Buildout - Stop Control				2030 50% Buildout - Signalized				2040 Build-out - Stop Control				2040 Build-out - Signalized				2040 Build-out - Roundabout			
		LOS	Delay(s)	v/c	95% Queue (FT)	LOS	Delay(s)	v/c	95% Queue (FT)	LOS	Delay(s)	v/c	95% Queue (FT)	LOS	Delay(s)	v/c	95% Queue (FT)	LOS	Delay(s)	v/c	95% Queue (FT)	LOS	Delay(s)	v/c	95% Queue (FT)
NW 140th St & NW 128th Pl/San Felasco Parkway	EBL/T/R	C	17.6	0.03	25	F	66.6	0.12	25	A	0.4	0.06	0	F	729.3	0.85	50	A	0.6	0.08	0				
	EBR*																					B	12.6	0.03	25
	WBL	C	20.1	0.15	25	F	165.0	0.83	100	C	26.1	0.32	50	F	2844.8	5.93	250	E	72.1	0.70	125				
	WBT/R	A	9.7	0.01	0	B	10.3	0.09	25	A	0.4	0.12	0	B	11.3	0.19	25	A	0.5	0.19	0				
	WBR*																					A	5.8	0.21	25
	NBL**									B	13.0	0.01	25					C	27.0	0.01	25				
	NBT**									B	17.3	0.49	175					E	64.7	0.93	350				
	NBL/T	A	8.5	0.00	0	A	8.7	0.00	0					A	8.9	0.00	0								
	NBR**									A	3.7	0.26	50					A	6.7	0.46	50	D	33.9	0.86	25
	SBL	A	8.2	0.01	0	A	9.9	0.31	50	A	9.3	0.59	100	C	15.8	0.67	150	C	25.1	0.89	375				
	SBT/R**									A	7.9	0.53	225					A	5.4	0.53	200				
	SBR*																					F	82.2	1.12	50
	Total		1.2				9.0			B	10.0				104.0			C	23.6			F	61.7		

Yellow highlight = deficiency

PM Intersection LOS Analysis Summary

Intersection	Movement	2020 Buildout- Stop Control				2030 50% Buildout - Stop Control				2030 50% Buildout - Signalized				2040 Build-out - Stop Control				2040 Build-out - Signalized				2040 Build-out - Roundabout			
		LOS	Delay(s)	v/c	95% Queue (FT)	LOS	Delay(s)	v/c	95% Queue (FT)	LOS	Delay(s)	v/c	95% Queue (FT)	LOS	Delay(s)	v/c	95% Queue (FT)	LOS	Delay(s)	v/c	95% Queue (FT)	LOS	Delay(s)	v/c	95% Queue (FT)
NW 140th St & NW 128th Pl/San Felasco Parkway	EBL/T/R	B	13.8	0.02	25	F	66.8	0.11	25	A	0.1	0.03	0	RESULTS NOT REPORTED IN HCS				A	0.0	0.02	0				
	EBR*																					A	6.7	0.01	0
	WBL	C	19.3	0.35	50	F	69.4	0.86	200	C	22.6	0.58	125	F	508.2	1.97	600	B	13.6	0.40	175				
	WBT/R	A	9.8	0.01	0	C	20.3	0.69	150	A	7.9	0.68	100	F	226.7	1.45	1200	D	40.3	0.99	750				
	WBR*																					F	191.8	1.38	75
	NBL**									B	14.3	0.01	25					C	29.8	0.02	25				
	NBT**									B	17.1	0.44	175					E	77.6	0.97	375				
	NBL/T	A	8.0	0.00	0	A	8.0	0.00	0					A	8.2	0.00	0								
	NBR**									A	1.6	0.13	25					A	8.4	0.28	50	A	7.7	0.42	25
	SBL	A	8.0	0.01	0	A	8.4	0.08	25	A	8.3	0.19	50	A	8.9	0.17	25	E	66.0	0.89	200				
	SBT/R									B	10.8	0.41	150					C	34.1	0.70	325				
	SBR*																					B	11.9	0.60	25
	Total		3.4				16.5			B	12.0				RESULTS NOT REPORTED			D	42.4			F	110.0		

Yellow highlight = deficiency

Table 3: Intersection Operational Analysis Summary

Opening Year 2020

The traffic signal warrant analysis resulted with no warrants being met during the opening year 2020. The two-way stop analysis resulted with no deficiencies for the AM and PM peak hours.

Year 2030

The traffic signal warrant analysis resulted with the following warrants being met during the year 2030 condition:

- Warrant 1: Eight-Hour Vehicular Volume
- Warrant 2: Four-Hour Vehicular Volume
- Warrant 3: Peak Hour

The two-way stop operates with a LOS of F for the eastbound approach and westbound left movements for the AM and PM peak hours. However, all v/c ratios are well below 1.0, demonstrating that backups are not expected. It is typical for main street left-turning movements and side street movements to operate with a LOS of F as the right-of-way is provided to the higher volume main street through movements.

The traffic signal operates with no deficiencies during year 2030. All movements operate well, providing a total intersection LOS of B during the AM and PM peak hours.

With the conservative estimates used in the traffic forecast it is expected that a two-way stop-controlled intersection will operate acceptably well after year 2030. Though three of the signal warrants are met, the two-way stop control continues to operate with no major deficiencies and no delay for the higher-volume NW 140th Street through movements.

Design Year 2040

The traffic signal warrant analysis resulted with the following warrants being met during the 2040 condition:

- Warrant 1: Eight-Hour Vehicular Volume
- Warrant 2: Four-Hour Vehicular Volume
- Warrant 3: Peak Hour

The two-way stop AM peak analysis resulted with a LOS of F for the eastbound approach and westbound left movements. The volume exceeds capacity for the westbound left, indicating that backups will occur for this movement. Additionally, the two-way stop PM peak analysis indicates that the westbound left and westbound through/right movements operate with a LOS of F and v/c ratios exceeding 1.0, indicating that backups are expected for these movements. If drivers from these failing movements are required to wait an extended length of time for a gap in traffic, the

drivers will be inclined to accept shorter gaps which could create safety issues at the intersection. The results for the eastbound left/thru/right movement and intersection total are not provided from HCS7 for the PM condition. Disregarding the eastbound approach, the total intersection delay during the PM peak hour is calculated as 161.4 seconds.

The traffic signal modeled during design year 2040 resulted with no deficient movements during the AM peak hour and PM peak hour analysis. The traffic signal operates with a total intersection delay that is lower than the roundabout during both the AM and PM peak hours. The traffic signal operates with a total intersection delay that is much lower, approximately one quarter, than the stop-controlled intersection delay, during the AM and PM peak hours.

A roundabout was modeled during the design year 2040. The roundabout analysis resulted with a LOS of F and a v/c exceeding 1.0 for the southbound approach during the AM and a LOS of F with a v/c exceeding 1.0 for the westbound approach during the PM. Comparing the total intersection operations, the roundabout operates with an average delay of 61.7 s during the AM peak and operates with a LOS of F and an average delay of 110s during the PM peak. This intersection delay is approximately 2.6 times that of the traffic signal.

Intersection Configuration

The following lane additions are recommended for the two-way stop-controlled intersection of NW 140th Street and NW 128th Place to accommodate the traffic added by the proposed San Felasco Parkway extension and future development along this roadway:

- A southbound left-turn lane with a queue length of 50 FT
- A northbound right-turn lane with no queue length
- A westbound left-turn lane with a queue length of 200 FT
- A westbound thru/right turn lane

By the design year 2040, the site is expected to warrant a traffic signal, should the UF Foundation site develop to the extent projected in this analysis. If the intersection is signalized in the future, the northbound left-turn lane would be needed as a northbound through vehicle could view a green light and rear-end a northbound left turning driver stopped to make a northbound left-turn at the intersection. Additionally, the southbound left-turn lane may need to be extended to accommodate the project trips.

Conclusion and Recommendations

Based on our analysis, and the understanding that the project trip traffic forecasted is conservatively high, with 18,756 daily trips estimated at full build-out, the following conclusions are made:

- The two-way stop control is expected to operate acceptably well after year 2030.
- A roundabout is not a recommended control type for this intersection.
- A traffic signal is expected to be warranted at some point beyond year 2030 given that the UF Foundation site develops to the extent provided in this analysis.

Similarly, CHW provides the following recommendations:

- A two-way stop-controlled intersection with the following lane configuration should be provided with the proposed San Felasco Parkway connection to NW 140th Street:
    - A southbound left-turn lane, with a queue length of 50 FT
    - A northbound right-turn lane with no queue length
    - A westbound left-turn lane
    - A westbound thru/right turn lane with a queue length of 200 FT
- A signal warrant analysis should be performed at the time either of the scenarios below occur. A traffic signal should be constructed if the analysis demonstrates that a traffic signal is warranted.
    - For any development or roadway plan impacting traffic volumes along San Felasco Parkway, that occurs beyond year 2030; or
    - For any development within the UF Foundation site that exceeds 75% of full build-out, equivalent to 1,360,000 SF Gross Leasable Area (GLA), before year 2030.

Appendix A:
Project Trip Distribution

Table 1: Office Uses Continued

Time	Average Weekday		Average Saturday		Average Sunday	
	Percent of 24-Hour Entering Traffic	Percent of 24-Hour Exiting Traffic	Percent of 24-Hour Entering Traffic	Percent of 24-Hour Exiting Traffic	Percent of 24-Hour Entering Traffic	Percent of 24-Hour Exiting Traffic
6–7 a.m.	4.6	0.7	4.1	1.4	1.8	2.4
7–8 a.m.	14.9	1.9	5.4	2.5	3.8	1.2
8–9 a.m.	20.7	3.0	9.1	1.5	6.0	2.9
9–10 a.m.	8.2	3.2	7.2	3.9	6.6	3.8
10–11 a.m.	5.0	3.9	6.8	4.6	9.7	7.5
11–12 p.m.	5.1	8.6	7.1	11.5	8.9	9.6
12–1 p.m.	8.7	10.5	8.1	14.0	6.9	9.1
1–2 p.m.	10.0	6.6	7.3	8.3	8.6	12.0
2–3 p.m.	5.9	6.3	7.6	7.7	6.6	8.2
3–4 p.m.	4.3	9.5	6.0	9.6	4.6	6.3
4–5 p.m.	3.4	15.4	3.1	7.9	5.5	7.5
5–6 p.m.	2.5	16.5	3.2	6.9	3.1	6.7
6–7 p.m.	1.4	5.5	2.5	3.2	3.5	4.1
7–8 p.m.	0.9	2.5	2.0	2.2	2.7	2.9
8–9 p.m.	0.7	1.6	2.4	2.1	3.3	4.3
9–10 p.m.	0.6	1.1	1.4	1.4	3.1	3.1
10 p.m.–6 a.m.	3.2	3.2	16.9	11.4	15.3	8.4

Table 2: Residential Uses Combined – Excluding Senior-Oriented Facilities

Time	Average Weekday		Average Saturday		Average Sunday	
	Percent of 24-Hour Entering Traffic	Percent of 24-Hour Exiting Traffic	Percent of 24-Hour Entering Traffic	Percent of 24-Hour Exiting Traffic	Percent of 24-Hour Entering Traffic	Percent of 24-Hour Exiting Traffic
6–7 a.m.	1.6	5.7	1.1	2.1	0.9	1.9
7–8 a.m.	2.5	9.0	1.8	3.6	1.6	3.3
8–9 a.m.	3.7	9.1	2.8	5.6	2.6	4.7
9–10 a.m.	3.7	6.5	4.4	7.3	3.5	6.8
10–11 a.m.	4.1	5.5	5.6	7.7	6.3	7.5
11–12 p.m.	4.5	5.7	6.9	7.5	6.4	9.5
12–1 p.m.	5.3	5.3	6.6	7.8	6.9	7.6
1–2 p.m.	5.4	5.7	7.1	6.9	7.2	7.4
2–3 p.m.	6.5	5.9	7.1	6.7	7.2	6.6
3–4 p.m.	8.1	6.3	7.4	6.1	7.3	6.6
4–5 p.m.	9.8	6.3	8.5	5.9	8.0	6.7
5–6 p.m.	10.8	6.5	8.6	6.3	7.3	6.9
6–7 p.m.	8.5	6.1	6.4	6.0	5.8	5.1
7–8 p.m.	5.9	4.9	5.2	4.9	5.5	4.1
8–9 p.m.	5.1	3.4	4.2	3.6	4.6	3.3
9–10 p.m.	4.2	2.3	3.8	2.6	4.3	2.7
10 p.m.–6 a.m.	10.3	5.6	12.4	9.3	14.6	9.4

Daily Percentages - ITE Journal		
Time	Average Weekday	
	% of 24-Hour Entering Traffic	% of 24-Hour Exiting Traffic
6-7 AM	4.6%	0.7%
7-8 AM	14.9%	1.9%
8-9 AM	20.7%	3.0%
9-10 AM	8.2%	3.2%
10-11 AM	5.0%	3.9%
11-12 AM	5.1%	8.6%
12-1 PM	8.7%	10.5%
1-2 PM	10.0%	6.6%
2-3 PM	5.9%	6.3%
3-4 PM	4.3%	9.6%
4-5 PM	3.4%	15.4%
5-6 PM	2.5%	16.5%
6-7 PM	1.4%	5.5%
7-8 PM	0.9%	2.5%
8-9 PM	0.7%	1.6%
9-10 PM	0.6%	1.1%
10 PM - 6 AM	3.2%	3.2%
Total	100.1%	100.1%

Daily Relative Percentages - ITE Journal		
Time	Average Weekday	
	% of 24-Hour Entering Traffic	% of 24-Hour Exiting Traffic
6-7 AM	5.98%	0.9%
7-8 AM	19.38%	2.4%
8-9 AM	0.00%	0.0%
9-10 AM	10.66%	4.0%
10-11 AM	6.50%	4.8%
11-12 AM	6.63%	10.7%
12-1 PM	11.31%	13.0%
1-2 PM	13.00%	8.2%
2-3 PM	7.67%	7.8%
3-4 PM	5.59%	11.9%
4-5 PM	4.42%	19.1%
5-6 PM	0.00%	0.0%
6-7 PM	1.82%	6.8%
7-8 PM	1.17%	3.1%
8-9 PM	0.91%	2.0%
9-10 PM	0.78%	1.4%
10 PM - 6 AM	4.16%	4.0%
Total		

% Non-peak Entering	76.9%
% Non-peak exiting	80.6%

Daily Project Volumes - Trip Generation- Original		
Time	Average Weekday	
	# Trips 24-Hour Entering Traffic	# Trips 24-Hour Exiting Traffic
6-7 AM	477	66
7-8 AM	1544	178
8-9 AM	1104	226
9-10 AM	850	300
10-11 AM	518	366
11-12 AM	529	806
12-1 PM	902	984
1-2 PM	1036	619
2-3 PM	611	591
3-4 PM	446	900
4-5 PM	352	1444
5-6 PM	304	1595
6-7 PM	145	516
7-8 PM	93	234
8-9 PM	73	150
9-10 PM	62	103
10 PM - 6 AM	332	300
Non-Peak Total	7969	7557
Peak Total	9378	9378

GOAL - To determine the entering and exiting project trips during the non-peak hours.

Step 1 - Determine the percentage of non-peak entering (76.9%) and exiting traffic (80.6%).

Step 2 - Determine the relative percentages of all non-peak hours. This is determined by dividing the original Office Use Daily percentages by the percentages of non-peak traffic.
Example: During 6:00 AM to 7:00 PM the relative percentage of entering project trips is 4.6%/76.9% = 6.0%

Step 3 - Determine the non-peak total daily trips by subtracting the AM and PM peak hour totals from the daily project trips resulting in 7969 entering trips and 7557 exiting trips.

Step 4 - Determine the non-peak hour project trips by multiplying the relative percentages by the non-peak total daily trips.
Example: During 6:00 AM to 7:00 PM the entering project trips = 5.98% X 7969 = 477

Appendix B:
Turning Movement Counts

NW 140th St. and NW 128th Pl.

Peggy Malone & Associates
(888) 247-8602

File Name : 2-NW 140th St and NW 128th Place
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Car

	NW 140th St Southbound				NW 140th St Northbound				NW 128th Pl Eastbound				
Start Time	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Int. Total
07:00 AM	0	94	0	94	50	0	0	50	2	2	0	4	148
07:15 AM	0	96	0	96	66	0	0	66	0	0	0	0	162
07:30 AM	0	104	0	104	72	0	0	72	2	1	0	3	179
07:45 AM	1	115	0	116	62	0	0	62	0	4	0	4	182
Total	1	409	0	410	250	0	0	250	4	7	0	11	671
08:00 AM	0	105	0	105	78	1	0	79	1	4	0	5	189
08:15 AM	1	111	0	112	69	1	0	70	0	1	0	1	183
08:30 AM	0	121	0	121	58	0	0	58	1	0	0	1	180
08:45 AM	0	135	0	135	49	0	0	49	0	1	0	1	185
Total	1	472	0	473	254	2	0	256	2	6	0	8	737
09:00 AM	0	96	0	96	36	0	0	36	0	0	0	0	132
09:15 AM	1	119	0	120	33	0	0	33	3	0	0	3	156
09:30 AM	0	86	0	86	33	0	0	33	1	1	0	2	121
09:45 AM	0	64	0	64	46	0	0	46	2	0	0	2	112
Total	1	365	0	366	148	0	0	148	6	1	0	7	521
10:00 AM	0	65	0	65	40	0	0	40	0	0	0	0	105
10:15 AM	0	42	0	42	29	0	0	29	0	0	0	0	71
10:30 AM	0	45	0	45	38	1	0	39	2	0	0	2	86
10:45 AM	0	40	0	40	38	0	0	38	0	0	0	0	78
Total	0	192	0	192	145	1	0	146	2	0	0	2	340
11:00 AM	1	32	0	33	27	0	0	27	0	0	0	0	60
11:15 AM	0	39	0	39	37	0	0	37	0	1	0	1	77
11:30 AM	0	30	0	30	41	0	0	41	0	0	0	0	71
11:45 AM	0	45	0	45	37	0	0	37	0	0	0	0	82
Total	1	146	0	147	142	0	0	142	0	1	0	1	290
12:00 PM	0	30	0	30	51	0	0	51	0	1	0	1	82
12:15 PM	1	37	0	38	35	1	0	36	0	1	0	1	75
12:30 PM	1	47	0	48	46	0	0	46	0	1	0	1	95
12:45 PM	0	46	0	46	27	0	0	27	0	0	0	0	73
Total	2	160	0	162	159	1	0	160	0	3	0	3	325
01:00 PM	1	39	0	40	38	1	0	39	0	0	0	0	79
01:15 PM	1	32	0	33	44	0	0	44	0	0	0	0	77
01:30 PM	0	28	0	28	48	0	0	48	0	0	0	0	76
01:45 PM	1	30	0	31	36	1	0	37	0	0	0	0	68
Total	3	129	0	132	166	2	0	168	0	0	0	0	300
02:00 PM	0	43	0	43	25	0	0	25	0	1	0	1	69
02:15 PM	0	41	0	41	30	0	0	30	0	0	0	0	71
02:30 PM	1	28	0	29	30	0	0	30	0	0	0	0	59
02:45 PM	0	44	0	44	38	1	0	39	0	0	0	0	83
Total	1	156	0	157	123	1	0	124	0	1	0	1	282
03:00 PM	0	41	0	41	48	1	0	49	1	0	0	1	91
03:15 PM	2	29	0	31	40	0	0	40	1	1	0	2	73
03:30 PM	2	64	0	66	42	0	0	42	0	1	0	1	109
03:45 PM	1	49	0	50	58	0	0	58	0	0	0	0	108
Total	5	183	0	188	188	1	0	189	2	2	0	4	381
04:00 PM	1	50	0	51	49	3	0	52	0	0	0	0	103
04:15 PM	5	59	0	64	45	2	0	47	1	0	0	1	112
04:30 PM	2	47	0	49	66	3	0	69	0	0	0	0	118
04:45 PM	0	57	0	57	69	0	0	69	1	1	0	2	128
Total	8	213	0	221	229	8	0	237	2	1	0	3	461
05:00 PM	3	78	0	81	64	2	0	66	1	1	0	2	149
05:15 PM	2	79	0	81	62	0	0	62	0	3	0	3	146
05:30 PM	3	78	0	81	55	1	0	56	0	0	0	0	137
05:45 PM	1	56	0	57	49	0	0	49	1	2	0	3	109
Total	9	291	0	300	230	3	0	233	2	6	0	8	541
06:00 PM	1	52	0	53	55	1	0	56	0	0	0	0	109
06:15 PM	1	54	0	55	40	0	0	40	0	0	0	0	95
06:30 PM	0	47	0	47	36	0	0	36	0	1	0	1	84
06:45 PM	2	51	0	53	35	0	0	35	0	2	0	2	90
Total	4	204	0	208	166	1	0	167	0	3	0	3	378
Grand Total	36	2920	0	2956	2200	20	0	2220	20	31	0	51	5227
Apprch %	1.2	98.8	0		99.1	0.9	0		39.2	60.8	0		
Total %	0.7	55.9	0	56.6	42.1	0.4	0	42.5	0.4	0.6	0	1	

Peggy Malone & Associates
(888) 247-8602

File Name : 2-NW 140th St and NW 128th Place
Site Code :
Start Date : 10/3/2018
Page No : 2

	NW 140th St Southbound			NW 140th St Northbound			NW 128th Pl Eastbound			
Start Time	Right	Thru	App. Total	Thru	Left	App. Total	Right	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 08:00 AM										
08:00 AM	0	105	105	**78**	**1**	**79**	**1**	**4**	**5**	**189**
08:15 AM	**1**	111	112	69	1	70	0	1	1	183
08:30 AM	0	121	121	58	0	58	1	0	1	180
08:45 AM	0	**135**	**135**	49	0	49	0	1	1	185
Total Volume	1	472	473	254	2	256	2	6	8	737
% App. Total	0.2	99.8		99.2	0.8		25	75		
PHF	.250	.874	.876	.814	.500	.810	.500	.375	.400	.975
Peak Hour Analysis From 12:00 PM to 06:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:45 PM										
04:45 PM	0	57	57	**69**	0	**69**	**1**	1	2	128
05:00 PM	**3**	78	**81**	64	**2**	66	1	1	2	**149**
05:15 PM	2	**79**	81	62	0	62	0	**3**	**3**	146
05:30 PM	3	78	81	55	1	56	0	0	0	137
Total Volume	8	292	300	250	3	253	2	5	7	560
% App. Total	2.7	97.3		98.8	1.2		28.6	71.4		
PHF	.667	.924	.926	.906	.375	.917	.500	.417	.583	.940

Peggy Malone & Associates
(888) 247-8602

File Name : 2-NW 140th St and NW 128th Place
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Truck

	NW 140th St Southbound				NW 140th St Northbound				NW 128th Pl Eastbound				
Start Time	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Int. Total
07:00 AM	0	5	0	5	0	0	0	0	0	0	0	0	5
07:15 AM	0	6	0	6	1	0	0	1	0	0	0	0	7
07:30 AM	0	8	0	8	0	0	0	0	0	0	0	0	8
07:45 AM	0	6	0	6	6	0	0	6	0	0	0	0	12
Total	0	25	0	25	7	0	0	7	0	0	0	0	32
08:00 AM	0	5	0	5	2	0	0	2	0	0	0	0	7
08:15 AM	0	8	0	8	2	0	0	2	0	0	0	0	10
08:30 AM	0	18	0	18	1	0	0	1	0	0	0	0	19
08:45 AM	0	10	0	10	0	0	0	0	0	0	0	0	10
Total	0	41	0	41	5	0	0	5	0	0	0	0	46
09:00 AM	0	3	0	3	1	0	0	1	0	0	0	0	4
09:15 AM	0	9	0	9	4	0	0	4	0	0	0	0	13
09:30 AM	0	8	0	8	1	0	0	1	0	0	0	0	9
09:45 AM	0	5	0	5	3	0	0	3	0	0	0	0	8
Total	0	25	0	25	9	0	0	9	0	0	0	0	34
10:00 AM	0	10	0	10	2	0	0	2	0	0	0	0	12
10:15 AM	0	3	0	3	0	1	0	1	0	1	0	1	5
10:30 AM	0	0	0	0	2	0	0	2	0	0	0	0	2
10:45 AM	0	1	0	1	2	0	0	2	0	0	0	0	3
Total	0	14	0	14	6	1	0	7	0	1	0	1	22
11:00 AM	0	0	0	0	2	0	0	2	0	0	0	0	2
11:15 AM	0	1	0	1	1	0	0	1	0	0	0	0	2
11:30 AM	0	1	0	1	3	0	0	3	0	0	0	0	4
11:45 AM	0	4	0	4	1	0	0	1	0	0	0	0	5
Total	0	6	0	6	7	0	0	7	0	0	0	0	13
12:00 PM	0	1	0	1	3	0	0	3	0	0	0	0	4
12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM	0	1	0	1	3	0	0	3	0	0	0	0	4
12:45 PM	0	7	0	7	0	0	0	0	0	0	0	0	7
Total	0	9	0	9	6	0	0	6	0	0	0	0	15
01:00 PM	0	0	0	0	2	0	0	2	0	0	0	0	2
01:15 PM	0	1	0	1	1	0	0	1	0	0	0	0	2
01:30 PM	0	1	0	1	2	0	0	2	0	0	0	0	3
01:45 PM	0	2	0	2	2	0	0	2	0	0	0	0	4
Total	0	4	0	4	7	0	0	7	0	0	0	0	11
02:00 PM	1	1	0	2	3	0	0	3	0	0	0	0	5
02:15 PM	0	1	0	1	2	0	0	2	1	0	0	1	4
02:30 PM	0	1	0	1	0	0	0	0	0	0	0	0	1
02:45 PM	0	2	0	2	2	0	0	2	0	0	0	0	4
Total	1	5	0	6	7	0	0	7	1	0	0	1	14
03:00 PM	0	1	0	1	1	0	0	1	0	0	0	0	2
03:15 PM	0	2	0	2	2	0	0	2	0	0	0	0	4
03:30 PM	0	2	0	2	2	0	0	2	0	0	0	0	4
03:45 PM	0	1	0	1	2	0	0	2	0	0	0	0	3
Total	0	6	0	6	7	0	0	7	0	0	0	0	13
04:00 PM	0	3	0	3	1	0	0	1	1	0	0	1	5
04:15 PM	0	0	0	0	1	0	0	1	0	0	0	0	1
04:30 PM	0	1	0	1	1	0	0	1	0	0	0	0	2
04:45 PM	0	1	0	1	1	0	0	1	0	0	0	0	2
Total	0	5	0	5	4	0	0	4	1	0	0	1	10
05:00 PM	0	0	0	0	3	0	0	3	0	0	0	0	3
05:15 PM	0	1	0	1	1	0	0	1	0	0	0	0	2
05:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	1	0	1	4	0	0	4	0	0	0	0	5
06:00 PM	0	1	0	1	0	0	0	0	0	0	0	0	1
06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30 PM	0	1	0	1	2	0	0	2	0	0	0	0	3
06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	2	0	2	2	0	0	2	0	0	0	0	4
Grand Total	1	143	0	144	71	1	0	72	2	1	0	3	219
Apprch %	0.7	99.3	0		98.6	1.4	0		66.7	33.3	0		
Total %	0.5	65.3	0	65.8	32.4	0.5	0	32.9	0.9	0.5	0	1.4	

Peggy Malone & Associates
(888) 247-8602

File Name : 2-NW 140th St and NW 128th Place
Site Code :
Start Date : 10/3/2018
Page No : 2

	NW 140th St Southbound			NW 140th St Northbound			NW 128th Pl Eastbound			
Start Time	Right	Thru	App. Total	Thru	Left	App. Total	Right	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:45 AM										
07:45 AM	0	6	6	**6**	0	**6**	0	0	0	12
08:00 AM	0	5	5	2	0	2	0	0	0	7
08:15 AM	0	8	8	2	0	2	0	0	0	10
08:30 AM	0	**18**	**18**	1	0	1	0	0	0	**19**
Total Volume	0	37	37	11	0	11	0	0	0	48
% App. Total	0	100		100	0		0	0		
PHF	.000	.514	.514	.458	.000	.458	.000	.000	.000	.632
Peak Hour Analysis From 12:00 PM to 06:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 01:30 PM										
01:30 PM	0	1	1	2	0	2	0	0	0	3
01:45 PM	0	**2**	**2**	2	0	2	0	0	0	4
02:00 PM	**1**	1	2	**3**	0	**3**	0	0	0	**5**
02:15 PM	0	1	1	2	0	2	**1**	0	**1**	4
Total Volume	1	5	6	9	0	9	1	0	1	16
% App. Total	16.7	83.3		100	0		100	0		
PHF	.250	.625	.750	.750	.000	.750	.250	.000	.250	.800

Peggy Malone & Associates
(888) 247-8602

File Name : 2-NW 140th St and NW 128th Place
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Combined

	NW 140th St Southbound				NW 140th St Northbound				NW 128th Pl Eastbound				
Start Time	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Int. Total
07:00 AM	0	99	0	99	50	0	0	50	2	2	0	4	153
07:15 AM	0	102	0	102	67	0	0	67	0	0	0	0	169
07:30 AM	0	112	0	112	72	0	0	72	2	1	0	3	187
07:45 AM	1	121	0	122	68	0	0	68	0	4	0	4	194
Total	1	434	0	435	257	0	0	257	4	7	0	11	703
08:00 AM	0	110	0	110	80	1	0	81	1	4	0	5	196
08:15 AM	1	119	0	120	71	1	0	72	0	1	0	1	193
08:30 AM	0	139	0	139	59	0	0	59	1	0	0	1	199
08:45 AM	0	145	0	145	49	0	0	49	0	1	0	1	195
Total	1	513	0	514	259	2	0	261	2	6	0	8	783
09:00 AM	0	99	0	99	37	0	0	37	0	0	0	0	136
09:15 AM	1	128	0	129	37	0	0	37	3	0	0	3	169
09:30 AM	0	94	0	94	34	0	0	34	1	1	0	2	130
09:45 AM	0	69	0	69	49	0	0	49	2	0	0	2	120
Total	1	390	0	391	157	0	0	157	6	1	0	7	555
10:00 AM	0	75	0	75	42	0	0	42	0	0	0	0	117
10:15 AM	0	45	0	45	29	1	0	30	0	1	0	1	76
10:30 AM	0	45	0	45	40	1	0	41	2	0	0	2	88
10:45 AM	0	41	0	41	40	0	0	40	0	0	0	0	81
Total	0	206	0	206	151	2	0	153	2	1	0	3	362
11:00 AM	1	32	0	33	29	0	0	29	0	0	0	0	62
11:15 AM	0	40	0	40	38	0	0	38	0	1	0	1	79
11:30 AM	0	31	0	31	44	0	0	44	0	0	0	0	75
11:45 AM	0	49	0	49	38	0	0	38	0	0	0	0	87
Total	1	152	0	153	149	0	0	149	0	1	0	1	303
12:00 PM	0	31	0	31	54	0	0	54	0	1	0	1	86
12:15 PM	1	37	0	38	35	1	0	36	0	1	0	1	75
12:30 PM	1	48	0	49	49	0	0	49	0	1	0	1	99
12:45 PM	0	53	0	53	27	0	0	27	0	0	0	0	80
Total	2	169	0	171	165	1	0	166	0	3	0	3	340
01:00 PM	1	39	0	40	40	1	0	41	0	0	0	0	81
01:15 PM	1	33	0	34	45	0	0	45	0	0	0	0	79
01:30 PM	0	29	0	29	50	0	0	50	0	0	0	0	79
01:45 PM	1	32	0	33	38	1	0	39	0	0	0	0	72
Total	3	133	0	136	173	2	0	175	0	0	0	0	311
02:00 PM	1	44	0	45	28	0	0	28	0	1	0	1	74
02:15 PM	0	42	0	42	32	0	0	32	1	0	0	1	75
02:30 PM	1	29	0	30	30	0	0	30	0	0	0	0	60
02:45 PM	0	46	0	46	40	1	0	41	0	0	0	0	87
Total	2	161	0	163	130	1	0	131	1	1	0	2	296
03:00 PM	0	42	0	42	49	1	0	50	1	0	0	1	93
03:15 PM	2	31	0	33	42	0	0	42	1	1	0	2	77
03:30 PM	2	66	0	68	44	0	0	44	0	1	0	1	113
03:45 PM	1	50	0	51	60	0	0	60	0	0	0	0	111
Total	5	189	0	194	195	1	0	196	2	2	0	4	394
04:00 PM	1	53	0	54	50	3	0	53	1	0	0	1	108
04:15 PM	5	59	0	64	46	2	0	48	1	0	0	1	113
04:30 PM	2	48	0	50	67	3	0	70	0	0	0	0	120
04:45 PM	0	58	0	58	70	0	0	70	1	1	0	2	130
Total	8	218	0	226	233	8	0	241	3	1	0	4	471
05:00 PM	3	78	0	81	67	2	0	69	1	1	0	2	152
05:15 PM	2	80	0	82	63	0	0	63	0	3	0	3	148
05:30 PM	3	78	0	81	55	1	0	56	0	0	0	0	137
05:45 PM	1	56	0	57	49	0	0	49	1	2	0	3	109
Total	9	292	0	301	234	3	0	237	2	6	0	8	546
06:00 PM	1	53	0	54	55	1	0	56	0	0	0	0	110
06:15 PM	1	54	0	55	40	0	0	40	0	0	0	0	95
06:30 PM	0	48	0	48	38	0	0	38	0	1	0	1	87
06:45 PM	2	51	0	53	35	0	0	35	0	2	0	2	90
Total	4	206	0	210	168	1	0	169	0	3	0	3	382
Grand Total	37	3063	0	3100	2271	21	0	2292	22	32	0	54	5446
Apprch %	1.2	98.8	0		99.1	0.9	0		40.7	59.3	0		
Total %	0.7	56.2	0	56.9	41.7	0.4	0	42.1	0.4	0.6	0	1	

Peggy Malone & Associates
(888) 247-8602

File Name : 2-NW 140th St and NW 128th Place
Site Code :
Start Date : 10/3/2018
Page No : 2

	NW 140th St Southbound			NW 140th St Northbound			NW 128th Pl Eastbound			
Start Time	Right	Thru	App. Total	Thru	Left	App. Total	Right	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 08:00 AM										
08:00 AM	0	110	110	**80**	**1**	**81**	**1**	**4**	**5**	196
08:15 AM	**1**	119	120	71	1	72	0	1	1	193
08:30 AM	0	139	139	59	0	59	1	0	1	**199**
08:45 AM	0	**145**	**145**	49	0	49	0	1	1	195
Total Volume	1	513	514	259	2	261	2	6	8	783
% App. Total	0.2	99.8		99.2	0.8		25	75		
PHF	.250	.884	.886	.809	.500	.806	.500	.375	.400	.984
Peak Hour Analysis From 12:00 PM to 06:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:45 PM										
04:45 PM	0	58	58	**70**	0	**70**	**1**	1	2	130
05:00 PM	**3**	78	81	67	**2**	69	1	1	2	**152**
05:15 PM	2	**80**	**82**	63	0	63	0	**3**	**3**	148
05:30 PM	3	78	81	55	1	56	0	0	0	137
Total Volume	8	294	302	255	3	258	2	5	7	567
% App. Total	2.6	97.4		98.8	1.2		28.6	71.4		
PHF	.667	.919	.921	.911	.375	.921	.500	.417	.583	.933

NW 140th Street and CR-235

Peggy Malone & Associates
(888) 247-8602

File Name : 3-CR 235 and NW 140th St AM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Car

	CR 235 Southbound				NW 140th St Westbound				CR 235 Northbound				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
06:45 AM	35	112	0	147	37	3	0	40	2	57	0	59	246
Total	35	112	0	147	37	3	0	40	2	57	0	59	246
07:00 AM	35	132	0	167	64	0	0	64	8	61	0	69	300
07:15 AM	30	133	0	163	82	0	0	82	17	81	0	98	343
07:30 AM	25	129	0	154	117	2	0	119	15	97	0	112	385
07:45 AM	48	151	0	199	119	6	0	125	5	91	0	96	420
Total	138	545	0	683	382	8	0	390	45	330	0	375	1448
08:00 AM	56	97	0	153	100	2	0	102	8	74	0	82	337
08:15 AM	56	102	0	158	77	1	0	78	6	72	0	78	314
08:30 AM	44	102	0	146	67	2	0	69	16	65	0	81	296
Grand Total	329	958	0	1287	663	16	0	679	77	598	0	675	2641
Apprch %	25.6	74.4	0		97.6	2.4	0		11.4	88.6	0		
Total %	12.5	36.3	0	48.7	25.1	0.6	0	25.7	2.9	22.6	0	25.6	

	CR 235 Southbound			NW 140th St Westbound			CR 235 Northbound			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 06:45 AM to 08:30 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:15 AM										
07:15 AM	30	133	163	82	0	82	**17**	81	98	343
07:30 AM	25	129	154	117	2	119	15	**97**	**112**	385
07:45 AM	48	**151**	**199**	**119**	**6**	**125**	5	91	96	**420**
08:00 AM	**56**	97	153	100	2	102	8	74	82	337
Total Volume	159	510	669	418	10	428	45	343	388	1485
% App. Total	23.8	76.2		97.7	2.3		11.6	88.4		
PHF	.710	.844	.840	.878	.417	.856	.662	.884	.866	.884

Peggy Malone & Associates
(888) 247-8602

File Name : 3-CR 235 and NW 140th St AM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Truck

	CR 235 Southbound				NW 140th St Westbound				CR 235 Northbound				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
06:45 AM	8	21	0	29	2	0	0	2	0	5	0	5	36
Total	8	21	0	29	2	0	0	2	0	5	0	5	36
07:00 AM	7	5	0	12	1	0	0	1	0	5	0	5	18
07:15 AM	14	10	0	24	7	0	0	7	0	13	0	13	44
07:30 AM	9	12	0	21	3	0	0	3	2	10	0	12	36
07:45 AM	32	4	0	36	8	0	0	8	1	10	0	11	55
Total	62	31	0	93	19	0	0	19	3	38	0	41	153
08:00 AM	23	3	0	26	4	0	0	4	2	11	0	13	43
08:15 AM	25	7	0	32	3	0	0	3	0	17	0	17	52
08:30 AM	11	14	0	25	1	0	0	1	2	11	0	13	39
Grand Total	129	76	0	205	29	0	0	29	7	82	0	89	323
Apprch %	62.9	37.1	0		100	0	0		7.9	92.1	0		
Total %	39.9	23.5	0	63.5	9	0	0	9	2.2	25.4	0	27.6	

	CR 235 Southbound			NW 140th St Westbound			CR 235 Northbound			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 06:45 AM to 08:30 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:45 AM										
07:45 AM	**32**	4	**36**	**8**	0	**8**	1	10	11	**55**
08:00 AM	23	3	26	4	0	4	**2**	11	13	43
08:15 AM	25	7	32	3	0	3	0	**17**	**17**	52
08:30 AM	11	**14**	25	1	0	1	2	11	13	39
Total Volume	91	28	119	16	0	16	5	49	54	189
% App. Total	76.5	23.5		100	0		9.3	90.7		
PHF	.711	.500	.826	.500	.000	.500	.625	.721	.794	.859

Peggy Malone & Associates
(888) 247-8602

File Name : 3-CR 235 and NW 140th St AM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Combined

	CR 235 Southbound				NW 140th St Westbound				CR 235 Northbound				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
06:45 AM	43	133	0	176	39	3	0	42	2	62	0	64	282
Total	43	133	0	176	39	3	0	42	2	62	0	64	282
07:00 AM	42	137	0	179	65	0	0	65	8	66	0	74	318
07:15 AM	44	143	0	187	89	0	0	89	17	94	0	111	387
07:30 AM	34	141	0	175	120	2	0	122	17	107	0	124	421
07:45 AM	80	155	0	235	127	6	0	133	6	101	0	107	475
Total	200	576	0	776	401	8	0	409	48	368	0	416	1601
08:00 AM	79	100	0	179	104	2	0	106	10	85	0	95	380
08:15 AM	81	109	0	190	80	1	0	81	6	89	0	95	366
08:30 AM	55	116	0	171	68	2	0	70	18	76	0	94	335
Grand Total	458	1034	0	1492	692	16	0	708	84	680	0	764	2964
Apprch %	30.7	69.3	0		97.7	2.3	0		11	89	0		
Total %	15.5	34.9	0	50.3	23.3	0.5	0	23.9	2.8	22.9	0	25.8	

	CR 235 Southbound			NW 140th St Westbound			CR 235 Northbound			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 06:45 AM to 08:30 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:15 AM										
07:15 AM	44	143	187	89	0	89	**17**	94	111	387
07:30 AM	34	141	175	120	2	122	17	**107**	**124**	421
07:45 AM	**80**	**155**	**235**	**127**	**6**	**133**	6	101	107	**475**
08:00 AM	79	100	179	104	2	106	10	85	95	380
Total Volume	237	539	776	440	10	450	50	387	437	1663
% App. Total	30.5	69.5		97.8	2.2		11.4	88.6		
PHF	.741	.869	.826	.866	.417	.846	.735	.904	.881	.875

Peggy Malone & Associates
(888) 247-8602

File Name : 3-CR 235 and NW 140th St PM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Car

	CR 235 Southbound				NW 140th St Westbound				CR 235 Northbound				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
04:30 PM	65	63	0	128	66	3	0	69	7	46	0	53	250
04:45 PM	64	72	0	136	75	4	4	83	1	51	0	52	271
Total	129	135	0	264	141	7	4	152	8	97	0	105	521
05:00 PM	98	95	0	193	78	2	4	84	8	75	0	83	360
05:15 PM	81	108	0	189	82	3	3	88	3	58	0	61	338
05:30 PM	97	80	0	177	72	2	1	75	2	47	0	49	301
05:45 PM	89	59	0	148	52	2	1	55	4	36	3	43	246
Total	365	342	0	707	284	9	9	302	17	216	3	236	1245
06:00 PM	69	56	0	125	47	1	0	48	3	39	0	42	215
06:15 PM	46	59	0	105	50	3	0	53	1	31	1	33	191
Grand Total	609	592	0	1201	522	20	13	555	29	383	4	416	2172
Apprch %	50.7	49.3	0		94.1	3.6	2.3		7	92.1	1		
Total %	28	27.3	0	55.3	24	0.9	0.6	25.6	1.3	17.6	0.2	19.2	

	CR 235 Southbound			NW 140th St Westbound			CR 235 Northbound			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 04:30 PM to 06:15 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:45 PM										
04:45 PM	64	72	136	75	**4**	79	1	51	52	267
05:00 PM	**98**	95	**193**	78	2	80	**8**	**75**	**83**	**356**
05:15 PM	81	**108**	189	**82**	3	**85**	3	58	61	335
05:30 PM	97	80	177	72	2	74	2	47	49	300
Total Volume	340	355	695	307	11	318	14	231	245	1258
% App. Total	48.9	51.1		96.5	3.5		5.7	94.3		
PHF	.867	.822	.900	.936	.688	.935	.438	.770	.738	.883

Peggy Malone & Associates
(888) 247-8602

File Name : 3-CR 235 and NW 140th St PM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Truck

	CR 235 Southbound				NW 140th St Westbound				CR 235 Northbound				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
04:30 PM	6	0	0	6	1	0	0	1	0	3	0	3	10
04:45 PM	1	1	0	2	1	0	0	1	0	4	0	4	7
Total	7	1	0	8	2	0	0	2	0	7	0	7	17
05:00 PM	4	0	0	4	2	0	0	2	0	5	0	5	11
05:15 PM	6	4	0	10	0	0	0	0	0	7	0	7	17
05:30 PM	0	0	0	0	0	0	0	0	0	8	0	8	8
05:45 PM	5	0	0	5	0	0	0	0	0	2	0	2	7
Total	15	4	0	19	2	0	0	2	0	22	0	22	43
06:00 PM	5	1	0	6	0	0	0	0	0	4	0	4	10
06:15 PM	3	0	0	3	0	0	0	0	0	2	0	2	5
Grand Total	30	6	0	36	4	0	0	4	0	35	0	35	75
Apprch %	83.3	16.7	0		100	0	0		0	100	0		
Total %	40	8	0	48	5.3	0	0	5.3	0	46.7	0	46.7	

	CR 235 Southbound			NW 140th St Westbound			CR 235 Northbound			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 04:30 PM to 06:15 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:30 PM										
04:30 PM	**6**	0	6	1	0	1	0	3	3	10
04:45 PM	1	1	2	1	0	1	0	4	4	7
05:00 PM	4	0	4	**2**	0	**2**	0	5	5	11
05:15 PM	6	**4**	**10**	0	0	0	0	**7**	**7**	**17**
Total Volume	17	5	22	4	0	4	0	19	19	45
% App. Total	77.3	22.7		100	0		0	100		
PHF	.708	.313	.550	.500	.000	.500	.000	.679	.679	.662

Peggy Malone & Associates
(888) 247-8602

File Name : 3-CR 235 and NW 140th St PM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Combined

	CR 235 Southbound				NW 140th St Westbound				CR 235 Northbound				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
04:30 PM	71	63	0	134	67	3	0	70	7	49	0	56	260
04:45 PM	65	73	0	138	76	4	4	84	1	55	0	56	278
Total	136	136	0	272	143	7	4	154	8	104	0	112	538
05:00 PM	102	95	0	197	80	2	4	86	8	80	0	88	371
05:15 PM	87	112	0	199	82	3	3	88	3	65	0	68	355
05:30 PM	97	80	0	177	72	2	1	75	2	55	0	57	309
05:45 PM	94	59	0	153	52	2	1	55	4	38	3	45	253
Total	380	346	0	726	286	9	9	304	17	238	3	258	1288
06:00 PM	74	57	0	131	47	1	0	48	3	43	0	46	225
06:15 PM	49	59	0	108	50	3	0	53	1	33	1	35	196
Grand Total	639	598	0	1237	526	20	13	559	29	418	4	451	2247
Apprch %	51.7	48.3	0		94.1	3.6	2.3		6.4	92.7	0.9		
Total %	28.4	26.6	0	55.1	23.4	0.9	0.6	24.9	1.3	18.6	0.2	20.1	

	CR 235 Southbound			NW 140th St Westbound			CR 235 Northbound			
Start Time	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	Int. Total
Peak Hour Analysis From 04:30 PM to 06:15 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:45 PM										
04:45 PM	65	73	138	76	**4**	80	1	55	56	274
05:00 PM	**102**	95	197	80	2	82	**8**	**80**	**88**	**367**
05:15 PM	87	**112**	**199**	**82**	3	**85**	3	65	68	352
05:30 PM	97	80	177	72	2	74	2	55	57	308
Total Volume	351	360	711	310	11	321	14	255	269	1301
% App. Total	49.4	50.6		96.6	3.4		5.2	94.8		
PHF	.860	.804	.893	.945	.688	.944	.438	.797	.764	.886

US 441 at NW 140th Street

Peggy Malone & Associates
(888) 247-8602

File Name : 5-NW 140th St and US 441 AM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Car

	NW 140th St Southbound					NW US 441 Westbound					NW 140th St Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
06:45 AM	1	27	29	0	57	3	62	5	0	70	15	17	10	1	43	36	279	6	0	321	491
Total	1	27	29	0	57	3	62	5	0	70	15	17	10	1	43	36	279	6	0	321	491
07:00 AM	3	30	30	0	63	12	67	37	0	116	19	19	20	0	58	34	226	12	0	272	509
07:15 AM	0	34	40	0	74	14	90	35	0	139	15	17	11	0	43	22	220	12	0	254	510
07:30 AM	1	25	15	0	41	13	102	14	0	129	12	31	12	0	55	15	173	10	0	198	423
07:45 AM	7	26	37	1	71	2	98	27	0	127	17	16	15	0	48	14	225	10	0	249	495
Total	11	115	122	1	249	41	357	113	0	511	63	83	58	0	204	85	844	44	0	973	1937
08:00 AM	2	27	16	0	45	7	97	25	0	129	13	11	15	0	39	25	272	8	0	305	518
08:15 AM	3	25	21	1	50	5	87	19	0	111	25	15	6	1	47	30	245	13	0	288	496
08:30 AM	5	22	18	1	46	8	85	22	0	115	17	19	12	0	48	27	229	5	0	261	470
Grand Total	22	216	206	3	447	64	688	184	0	936	133	145	101	2	381	203	1869	76	0	2148	3912
Apprch %	4.9	48.3	46.1	0.7		6.8	73.5	19.7	0		34.9	38.1	26.5	0.5		9.5	87	3.5	0		
Total %	0.6	5.5	5.3	0.1	11.4	1.6	17.6	4.7	0	23.9	3.4	3.7	2.6	0.1	9.7	5.2	47.8	1.9	0	54.9	

	NW 140th St Southbound				NW US 441 Westbound				NW 140th St Northbound				NW US 441 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 06:45 AM to 08:30 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	**7**	26	**37**	**70**	2	**98**	**27**	127	17	16	**15**	**48**	14	225	10	249	494
08:00 AM	2	**27**	16	45	7	97	25	**129**	13	11	15	39	25	**272**	8	**305**	**518**
08:15 AM	3	25	21	49	5	87	19	111	**25**	15	6	46	**30**	245	**13**	288	494
08:30 AM	5	22	18	45	**8**	85	22	115	17	**19**	12	48	27	229	5	261	469
Total Volume	17	100	92	209	22	367	93	482	72	61	48	181	96	971	36	1103	1975
% App. Total	8.1	47.8	44		4.6	76.1	19.3		39.8	33.7	26.5		8.7	88	3.3		
PHF	.607	.926	.622	.746	.688	.936	.861	.934	.720	.803	.800	.943	.800	.892	.692	.904	.953

Peggy Malone & Associates
(888) 247-8602

File Name : 5-NW 140th St and US 441 AM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Truck

	NW 140th St Southbound					NW US 441 Westbound					NW 140th St Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
06:45 AM	0	17	2	0	19	1	5	0	0	6	2	8	2	0	12	10	22	1	0	33	70
Total	0	17	2	0	19	1	5	0	0	6	2	8	2	0	12	10	22	1	0	33	70
07:00 AM	7	9	1	0	17	0	3	1	0	4	0	2	1	0	3	3	32	0	0	35	59
07:15 AM	3	9	1	0	13	0	6	3	0	9	2	13	1	0	16	12	16	2	0	30	68
07:30 AM	2	7	2	0	11	0	8	8	0	16	0	10	0	0	10	11	3	0	0	14	51
07:45 AM	4	11	3	0	18	0	8	6	0	14	1	9	1	0	11	6	28	0	0	34	77
Total	16	36	7	0	59	0	25	18	0	43	3	34	3	0	40	32	79	2	0	113	255
08:00 AM	2	8	1	0	11	2	5	4	0	11	2	8	3	0	13	4	40	1	0	45	80
08:15 AM	2	11	1	0	14	1	12	9	0	22	4	6	1	0	11	10	34	1	0	45	92
08:30 AM	3	6	2	0	11	0	6	5	0	11	3	4	2	0	9	15	35	0	0	50	81
Grand Total	23	78	13	0	114	4	53	36	0	93	14	60	11	0	85	71	210	5	0	286	578
Apprch %	20.2	68.4	11.4	0		4.3	57	38.7	0		16.5	70.6	12.9	0		24.8	73.4	1.7	0		
Total %	4	13.5	2.2	0	19.7	0.7	9.2	6.2	0	16.1	2.4	10.4	1.9	0	14.7	12.3	36.3	0.9	0	49.5	

	NW 140th St Southbound				NW US 441 Westbound				NW 140th St Northbound				NW US 441 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 06:45 AM to 08:30 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	**4**	**11**	**3**	**18**	0	8	6	14	1	**9**	1	11	6	28	0	34	77
08:00 AM	2	8	1	11	**2**	5	4	11	2	8	**3**	**13**	4	**40**	**1**	45	80
08:15 AM	2	11	1	14	1	**12**	**9**	**22**	**4**	6	1	11	10	34	1	45	**92**
08:30 AM	3	6	2	11	0	6	5	11	3	4	2	9	**15**	35	0	**50**	81
Total Volume	11	36	7	54	3	31	24	58	10	27	7	44	35	137	2	174	330
% App. Total	20.4	66.7	13		5.2	53.4	41.4		22.7	61.4	15.9		20.1	78.7	1.1		
PHF	.688	.818	.583	.750	.375	.646	.667	.659	.625	.750	.583	.846	.583	.856	.500	.870	.897

Peggy Malone & Associates
(888) 247-8602

File Name : 5-NW 140th St and US 441 AM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Combined

	NW 140th St Southbound					NW US 441 Westbound					NW 140th St Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
06:45 AM	1	44	31	0	76	4	67	5	0	76	17	25	12	1	55	46	301	7	0	354	561
Total	1	44	31	0	76	4	67	5	0	76	17	25	12	1	55	46	301	7	0	354	561
07:00 AM	10	39	31	0	80	12	70	38	0	120	19	21	21	0	61	37	258	12	0	307	568
07:15 AM	3	43	41	0	87	14	96	38	0	148	17	30	12	0	59	34	236	14	0	284	578
07:30 AM	3	32	17	0	52	13	110	22	0	145	12	41	12	0	65	26	176	10	0	212	474
07:45 AM	11	37	40	1	89	2	106	33	0	141	18	25	16	0	59	20	253	10	0	283	572
Total	27	151	129	1	308	41	382	131	0	554	66	117	61	0	244	117	923	46	0	1086	2192
08:00 AM	4	35	17	0	56	9	102	29	0	140	15	19	18	0	52	29	312	9	0	350	598
08:15 AM	5	36	22	1	64	6	99	28	0	133	29	21	7	1	58	40	279	14	0	333	588
08:30 AM	8	28	20	1	57	8	91	27	0	126	20	23	14	0	57	42	264	5	0	311	551
Grand Total	45	294	219	3	561	68	741	220	0	1029	147	205	112	2	466	274	2079	81	0	2434	4490
Apprch %	8	52.4	39	0.5		6.6	72	21.4	0		31.5	44	24	0.4		11.3	85.4	3.3	0		
Total %	1	6.5	4.9	0.1	12.5	1.5	16.5	4.9	0	22.9	3.3	4.6	2.5	0	10.4	6.1	46.3	1.8	0	54.2	

	NW 140th St Southbound				NW US 441 Westbound				NW 140th St Northbound				NW US 441 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 06:45 AM to 08:30 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	**11**	**37**	**40**	**88**	2	**106**	**33**	**141**	18	**25**	16	**59**	20	253	10	283	571
08:00 AM	4	35	17	56	**9**	102	29	140	15	19	**18**	52	29	**312**	9	**350**	**598**
08:15 AM	5	36	22	63	6	99	28	133	**29**	21	7	57	40	279	**14**	333	586
08:30 AM	8	28	20	56	8	91	27	126	20	23	14	57	**42**	264	5	311	550
Total Volume	28	136	99	263	25	398	117	540	82	88	55	225	131	1108	38	1277	2305
% App. Total	10.6	51.7	37.6		4.6	73.7	21.7		36.4	39.1	24.4		10.3	86.8	3		
PHF	.636	.919	.619	.747	.694	.939	.886	.957	.707	.880	.764	.953	.780	.888	.679	.912	.964

Peggy Malone & Associates
(888) 247-8602

File Name : 5-NW 140th St and US 441 PM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Car

	NW 140th St Southbound					NW US 441 Westbound					NW 140th St Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
04:30 PM	16	24	12	1	53	26	218	41	0	285	17	35	36	0	88	32	116	17	1	166	592
04:45 PM	14	29	10	1	54	25	219	31	0	275	12	36	31	0	79	23	100	24	0	147	555
Total	30	53	22	2	107	51	437	72	0	560	29	71	67	0	167	55	216	41	1	313	1147
05:00 PM	16	30	19	0	65	21	236	61	0	318	29	33	38	0	100	42	144	22	0	208	691
05:15 PM	14	34	17	0	65	23	270	46	0	339	19	31	33	0	83	40	133	32	0	205	692
05:30 PM	15	32	27	0	74	25	250	39	0	314	16	40	29	0	85	32	121	32	0	185	658
05:45 PM	18	25	14	0	57	26	268	33	0	327	14	31	30	0	75	42	89	33	0	164	623
Total	63	121	77	0	261	95	1024	179	0	1298	78	135	130	0	343	156	487	119	0	762	2664
06:00 PM	12	25	14	0	51	26	253	27	0	306	17	20	28	0	65	26	113	21	0	160	582
06:15 PM	15	27	14	0	56	13	195	22	0	230	12	20	31	0	63	31	98	24	0	153	502
Grand Total	120	226	127	2	475	185	1909	300	0	2394	136	246	256	0	638	268	914	205	1	1388	4895
Apprch %	25.3	47.6	26.7	0.4		7.7	79.7	12.5	0		21.3	38.6	40.1	0		19.3	65.9	14.8	0.1		
Total %	2.5	4.6	2.6	0	9.7	3.8	39	6.1	0	48.9	2.8	5	5.2	0	13	5.5	18.7	4.2	0	28.4	

	NW 140th St Southbound				NW US 441 Westbound				NW 140th St Northbound				NW US 441 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 04:30 PM to 06:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	16	30	19	65	21	236	**61**	318	**29**	33	**38**	**100**	**42**	**144**	22	**208**	691
05:15 PM	14	**34**	17	65	23	**270**	46	**339**	19	31	33	83	40	133	32	205	**692**
05:30 PM	15	32	**27**	**74**	25	250	39	314	16	**40**	29	85	32	121	32	185	658
05:45 PM	**18**	25	14	57	**26**	268	33	327	14	31	30	75	42	89	**33**	164	623
Total Volume	63	121	77	261	95	1024	179	1298	78	135	130	343	156	487	119	762	2664
% App. Total	24.1	46.4	29.5		7.3	78.9	13.8		22.7	39.4	37.9		20.5	63.9	15.6		
PHF	.875	.890	.713	.882	.913	.948	.734	.957	.672	.844	.855	.858	.929	.845	.902	.916	.962

Peggy Malone & Associates
(888) 247-8602

File Name : 5-NW 140th St and US 441 PM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Truck

	NW 140th St Southbound					NW US 441 Westbound					NW 140th St Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
04:30 PM	0	5	0	0	5	1	5	1	0	7	0	4	0	0	4	0	3	1	0	4	20
04:45 PM	2	1	1	0	4	0	4	2	0	6	1	3	0	0	4	0	5	0	0	5	19
Total	2	6	1	0	9	1	9	3	0	13	1	7	0	0	8	0	8	1	0	9	39
05:00 PM	0	2	0	0	2	2	4	1	0	7	3	3	2	0	8	2	13	1	0	16	33
05:15 PM	0	5	0	0	5	0	6	1	0	7	3	3	0	0	6	2	2	0	0	4	22
05:30 PM	1	3	0	0	4	1	4	1	0	6	2	1	1	0	4	0	3	1	0	4	18
05:45 PM	1	5	1	0	7	0	3	0	0	3	1	2	0	0	3	0	2	2	0	4	17
Total	2	15	1	0	18	3	17	3	0	23	9	9	3	0	21	4	20	4	0	28	90
06:00 PM	0	3	0	0	3	0	5	2	0	7	1	3	0	0	4	1	0	1	0	2	16
06:15 PM	0	2	0	0	2	0	4	0	0	4	0	2	0	0	2	0	3	0	0	3	11
Grand Total	4	26	2	0	32	4	35	8	0	47	11	21	3	0	35	5	31	6	0	42	156
Apprch %	12.5	81.2	6.2	0		8.5	74.5	17	0		31.4	60	8.6	0		11.9	73.8	14.3	0		
Total %	2.6	16.7	1.3	0	20.5	2.6	22.4	5.1	0	30.1	7.1	13.5	1.9	0	22.4	3.2	19.9	3.8	0	26.9	

	NW 140th St Southbound				NW US 441 Westbound				NW 140th St Northbound				NW US 441 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 04:30 PM to 06:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	0	**5**	0	**5**	1	5	1	**7**	0	**4**	0	4	0	3	**1**	4	20
04:45 PM	**2**	1	**1**	4	0	4	**2**	6	1	3	0	4	0	5	0	5	19
05:00 PM	0	2	0	2	**2**	4	1	7	**3**	3	**2**	**8**	**2**	**13**	1	**16**	**33**
05:15 PM	0	5	0	5	0	**6**	1	7	3	3	0	6	2	2	0	4	22
Total Volume	2	13	1	16	3	19	5	27	7	13	2	22	4	23	2	29	94
% App. Total	12.5	81.2	6.2		11.1	70.4	18.5		31.8	59.1	9.1		13.8	79.3	6.9		
PHF	.250	.650	.250	.800	.375	.792	.625	.964	.583	.813	.250	.688	.500	.442	.500	.453	.712

Peggy Malone & Associates
(888) 247-8602

File Name : 5-NW 140th St and US 441 PM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Combined

	NW 140th St Southbound					NW US 441 Westbound					NW 140th St Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
04:30 PM	16	29	12	1	58	27	223	42	0	292	17	39	36	0	92	32	119	18	1	170	612
04:45 PM	16	30	11	1	58	25	223	33	0	281	13	39	31	0	83	23	105	24	0	152	574
Total	32	59	23	2	116	52	446	75	0	573	30	78	67	0	175	55	224	42	1	322	1186
05:00 PM	16	32	19	0	67	23	240	62	0	325	32	36	40	0	108	44	157	23	0	224	724
05:15 PM	14	39	17	0	70	23	276	47	0	346	22	34	33	0	89	42	135	32	0	209	714
05:30 PM	16	35	27	0	78	26	254	40	0	320	18	41	30	0	89	32	124	33	0	189	676
05:45 PM	19	30	15	0	64	26	271	33	0	330	15	33	30	0	78	42	91	35	0	168	640
Total	65	136	78	0	279	98	1041	182	0	1321	87	144	133	0	364	160	507	123	0	790	2754
06:00 PM	12	28	14	0	54	26	258	29	0	313	18	23	28	0	69	27	113	22	0	162	598
06:15 PM	15	29	14	0	58	13	199	22	0	234	12	22	31	0	65	31	101	24	0	156	513
Grand Total	124	252	129	2	507	189	1944	308	0	2441	147	267	259	0	673	273	945	211	1	1430	5051
Apprch %	24.5	49.7	25.4	0.4		7.7	79.6	12.6	0		21.8	39.7	38.5	0		19.1	66.1	14.8	0.1		
Total %	2.5	5	2.6	0	10	3.7	38.5	6.1	0	48.3	2.9	5.3	5.1	0	13.3	5.4	18.7	4.2	0	28.3	

	NW 140th St Southbound					NW US 441 Westbound					NW 140th St Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	App. Total		Right	Thru	Left	App. Total		Right	Thru	Left	App. Total		Right	Thru	Left	App. Total		Int. Total
Peak Hour Analysis From 04:30 PM to 06:15 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	16	32	19	67		23	240	**62**	325		**32**	36	**40**	**108**		**44**	**157**	23	**224**		**724**
05:15 PM	14	**39**	17	70		23	**276**	47	**346**		22	34	33	89		42	135	32	209		714
05:30 PM	16	35	**27**	**78**		**26**	254	40	320		18	**41**	30	89		32	124	33	189		676
05:45 PM	**19**	30	15	64		26	271	33	330		15	33	30	78		42	91	**35**	168		640
Total Volume	65	136	78	279		98	1041	182	1321		87	144	133	364		160	507	123	790		2754
% App. Total	23.3	48.7	28			7.4	78.8	13.8			23.9	39.6	36.5			20.3	64.2	15.6			
PHF	.855	.872	.722	.894		.942	.943	.734	.954		.680	.878	.831	.843		.909	.807	.879	.882		.951

US 441 and Progress Blvd

Peggy Malone & Associates
(888) 247-8602

File Name : 1-Progress Blvd and US 441 AM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Car

	NW 119th Ter Southbound					NW US 441 Westbound					Progress Blvd Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
06:45 AM	2	0	0	0	2	0	69	2	0	71	8	0	1	0	9	4	335	0	0	339	421
Total	2	0	0	0	2	0	69	2	0	71	8	0	1	0	9	4	335	0	0	339	421
07:00 AM	2	0	0	0	2	0	94	1	0	95	7	0	0	0	7	9	277	2	0	288	392
07:15 AM	0	0	1	0	1	2	110	12	0	124	6	0	1	0	7	6	286	2	0	294	426
07:30 AM	1	1	3	0	5	3	129	9	0	141	5	0	1	0	6	11	227	1	0	239	391
07:45 AM	1	0	0	0	1	4	109	18	0	131	7	0	1	0	8	22	254	2	0	278	418
Total	4	1	4	0	9	9	442	40	0	491	25	0	3	0	28	48	1044	7	0	1099	1627
08:00 AM	4	0	3	0	7	5	87	22	0	114	7	1	4	0	12	31	262	8	0	301	434
08:15 AM	2	0	1	0	3	1	98	26	0	125	10	1	1	0	12	29	278	6	0	313	453
08:30 AM	3	0	1	0	4	7	106	25	0	138	9	0	1	0	10	31	245	7	0	283	435
Grand Total	15	1	9	0	25	22	802	115	0	939	59	2	10	0	71	143	2164	28	0	2335	3370
Apprch %	60	4	36	0		2.3	85.4	12.2	0		83.1	2.8	14.1	0		6.1	92.7	1.2	0		
Total %	0.4	0	0.3	0	0.7	0.7	23.8	3.4	0	27.9	1.8	0.1	0.3	0	2.1	4.2	64.2	0.8	0	69.3	

	NW 119th Ter Southbound				NW US 441 Westbound				Progress Blvd Northbound				NW US 441 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 06:45 AM to 08:30 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	1	0	0	1	4	**109**	18	131	7	0	1	8	22	254	2	278	418
08:00 AM	**4**	0	**3**	**7**	5	87	22	114	7	**1**	**4**	**12**	**31**	262	**8**	301	434
08:15 AM	2	0	1	3	1	98	**26**	125	**10**	1	1	12	29	**278**	6	**313**	**453**
08:30 AM	3	0	1	4	**7**	106	25	**138**	9	0	1	10	31	245	7	283	435
Total Volume	10	0	5	15	17	400	91	508	33	2	7	42	113	1039	23	1175	1740
% App. Total	66.7	0	33.3		3.3	78.7	17.9		78.6	4.8	16.7		9.6	88.4	2		
PHF	.625	.000	.417	.536	.607	.917	.875	.920	.825	.500	.438	.875	.911	.934	.719	.938	.960

Peggy Malone & Associates
(888) 247-8602

File Name : 1-Progress Blvd and US 441 AM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Truck

	NW 119th Ter Southbound					NW US 441 Westbound					Progress Blvd Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
06:45 AM	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	0	20	0	0	20	25
Total	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	0	20	0	0	20	25
07:00 AM	0	0	0	0	0	0	9	0	0	9	0	0	0	0	0	0	36	0	0	36	45
07:15 AM	0	0	0	0	0	0	13	0	0	13	0	0	0	0	0	0	18	0	0	18	31
07:30 AM	0	0	0	0	0	0	7	0	0	7	1	0	0	0	1	0	9	0	0	9	17
07:45 AM	0	0	0	0	0	0	9	0	0	9	0	0	0	0	0	1	18	0	0	19	28
Total	0	0	0	0	0	0	38	0	0	38	1	0	0	0	1	1	81	0	0	82	121
08:00 AM	0	0	0	0	0	0	12	0	0	12	1	1	1	0	3	0	48	0	0	48	63
08:15 AM	0	0	0	0	0	0	18	0	0	18	0	0	0	0	0	1	31	0	0	32	50
08:30 AM	0	0	0	0	0	0	9	0	0	9	0	0	1	0	1	0	44	0	0	44	54
Grand Total	0	0	0	0	0	0	82	0	0	82	2	1	2	0	5	2	224	0	0	226	313
Apprch %	0	0	0	0		0	100	0	0		40	20	40	0		0.9	99.1	0	0		
Total %	0	0	0	0	0	0	26.2	0	0	26.2	0.6	0.3	0.6	0	1.6	0.6	71.6	0	0	72.2	

	NW 119th Ter Southbound				NW US 441 Westbound				Progress Blvd Northbound				NW US 441 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 06:45 AM to 08:30 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	0	0	0	0	0	9	0	9	0	0	0	0	**1**	18	0	19	28
08:00 AM	0	0	0	0	0	12	0	12	**1**	**1**	**1**	**3**	0	**48**	0	**48**	**63**
08:15 AM	0	0	0	0	0	**18**	0	**18**	0	0	0	0	1	31	0	32	50
08:30 AM	0	0	0	0	0	9	0	9	0	0	1	1	0	44	0	44	54
Total Volume	0	0	0	0	0	48	0	48	1	1	2	4	2	141	0	143	195
% App. Total	0	0	0		0	100	0		25	25	50		1.4	98.6	0		
PHF	.000	.000	.000	.000	.000	.667	.000	.667	.250	.250	.500	.333	.500	.734	.000	.745	.774

Peggy Malone & Associates
(888) 247-8602

File Name : 1-Progress Blvd and US 441 AM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Combined

	NW 119th Ter Southbound					NW US 441 Westbound					Progress Blvd Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
06:45 AM	2	0	0	0	2	0	74	2	0	76	8	0	1	0	9	4	355	0	0	359	446
Total	2	0	0	0	2	0	74	2	0	76	8	0	1	0	9	4	355	0	0	359	446
07:00 AM	2	0	0	0	2	0	103	1	0	104	7	0	0	0	7	9	313	2	0	324	437
07:15 AM	0	0	1	0	1	2	123	12	0	137	6	0	1	0	7	6	304	2	0	312	457
07:30 AM	1	1	3	0	5	3	136	9	0	148	6	0	1	0	7	11	236	1	0	248	408
07:45 AM	1	0	0	0	1	4	118	18	0	140	7	0	1	0	8	23	272	2	0	297	446
Total	4	1	4	0	9	9	480	40	0	529	26	0	3	0	29	49	1125	7	0	1181	1748
08:00 AM	4	0	3	0	7	5	99	22	0	126	8	2	5	0	15	31	310	8	0	349	497
08:15 AM	2	0	1	0	3	1	116	26	0	143	10	1	1	0	12	30	309	6	0	345	503
08:30 AM	3	0	1	0	4	7	115	25	0	147	9	0	2	0	11	31	289	7	0	327	489
Grand Total	15	1	9	0	25	22	884	115	0	1021	61	3	12	0	76	145	2388	28	0	2561	3683
Apprch %	60	4	36	0		2.2	86.6	11.3	0		80.3	3.9	15.8	0		5.7	93.2	1.1	0		
Total %	0.4	0	0.2	0	0.7	0.6	24	3.1	0	27.7	1.7	0.1	0.3	0	2.1	3.9	64.8	0.8	0	69.5	

	NW 119th Ter Southbound				NW US 441 Westbound				Progress Blvd Northbound				NW US 441 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 06:45 AM to 08:30 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	1	0	0	1	4	**118**	18	140	7	0	1	8	23	272	2	297	446
08:00 AM	**4**	0	**3**	**7**	5	99	22	126	8	**2**	**5**	**15**	**31**	**310**	**8**	**349**	497
08:15 AM	2	0	1	3	1	116	**26**	143	**10**	1	1	12	30	309	6	345	**503**
08:30 AM	3	0	1	4	**7**	115	25	**147**	9	0	2	11	31	289	7	327	489
Total Volume	10	0	5	15	17	448	91	556	34	3	9	46	115	1180	23	1318	1935
% App. Total	66.7	0	33.3		3.1	80.6	16.4		73.9	6.5	19.6		8.7	89.5	1.7		
PHF	.625	.000	.417	.536	.607	.949	.875	.946	.850	.375	.450	.767	.927	.952	.719	.944	.962

Peggy Malone & Associates
(888) 247-8602

File Name : 1-Progress Blvd and US 441 PM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Car

	NW 119th Ter Southbound					NW US 441 Westbound					Progress Blvd Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
04:30 PM	9	0	10	0	19	0	266	2	0	268	17	0	23	0	40	3	104	5	0	112	439
04:45 PM	7	1	6	0	14	0	235	2	0	237	16	1	17	0	34	3	102	2	0	107	392
Total	16	1	16	0	33	0	501	4	0	505	33	1	40	0	74	6	206	7	0	219	831
05:00 PM	8	0	4	0	12	0	314	2	0	316	36	0	30	1	67	3	149	2	0	154	549
05:15 PM	3	1	7	0	11	0	282	2	0	284	20	0	17	0	37	9	153	3	0	165	497
05:30 PM	11	0	0	0	11	2	311	5	0	318	24	0	26	0	50	2	127	3	0	132	511
05:45 PM	3	0	2	0	5	2	251	1	0	254	16	1	22	0	39	2	113	2	0	117	415
Total	25	1	13	0	39	4	1158	10	0	1172	96	1	95	1	193	16	542	10	0	568	1972
06:00 PM	3	0	1	0	4	0	259	0	0	259	15	0	35	0	50	1	117	2	0	120	433
06:15 PM	2	0	2	0	4	0	197	1	0	198	10	0	13	0	23	2	100	3	0	105	330
Grand Total	46	2	32	0	80	4	2115	15	0	2134	154	2	183	1	340	25	965	22	0	1012	3566
Apprch %	57.5	2.5	40	0		0.2	99.1	0.7	0		45.3	0.6	53.8	0.3		2.5	95.4	2.2	0		
Total %	1.3	0.1	0.9	0	2.2	0.1	59.3	0.4	0	59.8	4.3	0.1	5.1	0	9.5	0.7	27.1	0.6	0	28.4	

	NW 119th Ter Southbound				NW US 441 Westbound				Progress Blvd Northbound				NW US 441 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 04:30 PM to 06:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	8	0	4	**12**	0	**314**	2	316	**36**	0	**30**	**66**	3	149	2	154	**548**
05:15 PM	3	**1**	**7**	11	0	282	2	284	20	0	17	37	**9**	**153**	**3**	**165**	497
05:30 PM	**11**	0	0	11	**2**	311	**5**	**318**	24	0	26	50	2	127	3	132	511
05:45 PM	3	0	2	5	2	251	1	254	16	**1**	22	39	2	113	2	117	415
Total Volume	25	1	13	39	4	1158	10	1172	96	1	95	192	16	542	10	568	1971
% App. Total	64.1	2.6	33.3		0.3	98.8	0.9		50	0.5	49.5		2.8	95.4	1.8		
PHF	.568	.250	.464	.813	.500	.922	.500	.921	.667	.250	.792	.727	.444	.886	.833	.861	.899

Peggy Malone & Associates
(888) 247-8602

File Name : 1-Progress Blvd and US 441 PM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Truck

	NW 119th Ter Southbound					NW US 441 Westbound					Progress Blvd Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
04:30 PM	0	0	0	0	0	0	9	0	0	9	0	0	0	0	0	0	1	0	0	1	10
04:45 PM	0	0	0	0	0	0	7	0	0	7	0	0	0	0	0	0	6	0	0	6	13
Total	0	0	0	0	0	0	16	0	0	16	0	0	0	0	0	0	7	0	0	7	23
05:00 PM	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	0	13	0	0	13	19
05:15 PM	0	0	0	0	0	0	3	0	0	3	1	0	0	0	1	0	9	0	0	9	13
05:30 PM	0	0	0	0	0	0	5	0	0	5	1	0	0	0	1	0	3	0	0	3	9
05:45 PM	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	0	4	0	0	4	9
Total	0	0	0	0	0	0	19	0	0	19	2	0	0	0	2	0	29	0	0	29	50
06:00 PM	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	0	0	0	0	3
06:15 PM	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	1	0	0	1	4
Grand Total	0	0	0	0	0	0	41	0	0	41	2	0	0	0	2	0	37	0	0	37	80
Apprch %	0	0	0	0		0	100	0	0		100	0	0	0		0	100	0	0		
Total %	0	0	0	0	0	0	51.2	0	0	51.2	2.5	0	0	0	2.5	0	46.2	0	0	46.2	

	NW 119th Ter Southbound					NW US 441 Westbound					Progress Blvd Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	App. Total		Right	Thru	Left	App. Total		Right	Thru	Left	App. Total		Right	Thru	Left	App. Total		Int. Total
Peak Hour Analysis From 04:30 PM to 06:15 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	0	0	0	0		0	**9**	0	**9**		0	0	0	0		0	1	0	1		10
04:45 PM	0	0	0	0		0	7	0	7		0	0	0	0		0	6	0	6		13
05:00 PM	0	0	0	0		0	6	0	6		0	0	0	0		0	**13**	0	**13**		**19**
05:15 PM	0	0	0	0		0	3	0	3		**1**	0	0	**1**		0	9	0	9		13
Total Volume	0	0	0	0		0	25	0	25		1	0	0	1		0	29	0	29		55
% App. Total	0	0	0			0	100	0			100	0	0			0	100	0			
PHF	.000	.000	.000	.000		.000	.694	.000	.694		.250	.000	.000	.250		.000	.558	.000	.558		.724

Peggy Malone & Associates
(888) 247-8602

File Name : 1-Progress Blvd and US 441 PM
Site Code :
Start Date : 10/3/2018
Page No : 1

Groups Printed- Combined

	NW 119th Ter Southbound					NW US 441 Westbound					Progress Blvd Northbound					NW US 441 Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
04:30 PM	9	0	10	0	19	0	275	2	0	277	17	0	23	0	40	3	105	5	0	113	449
04:45 PM	7	1	6	0	14	0	242	2	0	244	16	1	17	0	34	3	108	2	0	113	405
Total	16	1	16	0	33	0	517	4	0	521	33	1	40	0	74	6	213	7	0	226	854
05:00 PM	8	0	4	0	12	0	320	2	0	322	36	0	30	1	67	3	162	2	0	167	568
05:15 PM	3	1	7	0	11	0	285	2	0	287	21	0	17	0	38	9	162	3	0	174	510
05:30 PM	11	0	0	0	11	2	316	5	0	323	25	0	26	0	51	2	130	3	0	135	520
05:45 PM	3	0	2	0	5	2	256	1	0	259	16	1	22	0	39	2	117	2	0	121	424
Total	25	1	13	0	39	4	1177	10	0	1191	98	1	95	1	195	16	571	10	0	597	2022
06:00 PM	3	0	1	0	4	0	262	0	0	262	15	0	35	0	50	1	117	2	0	120	436
06:15 PM	2	0	2	0	4	0	200	1	0	201	10	0	13	0	23	2	101	3	0	106	334
Grand Total	46	2	32	0	80	4	2156	15	0	2175	156	2	183	1	342	25	1002	22	0	1049	3646
Apprch %	57.5	2.5	40	0		0.2	99.1	0.7	0		45.6	0.6	53.5	0.3		2.4	95.5	2.1	0		
Total %	1.3	0.1	0.9	0	2.2	0.1	59.1	0.4	0	59.7	4.3	0.1	5	0	9.4	0.7	27.5	0.6	0	28.8	

	NW 119th Ter Southbound				NW US 441 Westbound				Progress Blvd Northbound				NW US 441 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 04:30 PM to 06:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	8	0	4	**12**	0	**320**	2	322	**36**	0	**30**	**66**	3	**162**	2	167	**567**
05:15 PM	3	**1**	**7**	11	0	285	2	287	21	0	17	38	**9**	162	**3**	**174**	510
05:30 PM	**11**	0	0	11	**2**	316	**5**	**323**	25	0	26	51	2	130	3	135	520
05:45 PM	3	0	2	5	2	256	1	259	16	**1**	22	39	2	117	2	121	424
Total Volume	25	1	13	39	4	1177	10	1191	98	1	95	194	16	571	10	597	2021
% App. Total	64.1	2.6	33.3		0.3	98.8	0.8		50.5	0.5	49		2.7	95.6	1.7		
PHF	.568	.250	.464	.813	.500	.920	.500	.922	.681	.250	.792	.735	.444	.881	.833	.858	.891

Rachael Blvd at NW 140th Street

, ,

Turn Count Summary

Location: FL-235 at Rachael Blvd, Alachua FL
GPS Coordinates: Lat=29.786539, Lon=-82.494180
Date: 2018-10-16
Day of week: Tuesday
Weather:
Analyst: Fabio Sasahara

Total vehicle traffic

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
06:45	12	51	0	6	6	4	1	51	47	0	0	0	178
07:00	14	91	0	9	2	4	3	77	44	0	3	1	248
07:15	13	119	0	17	2	3	4	102	72	0	1	4	337
07:30	13	119	1	9	1	1	2	115	91	0	1	3	356
07:45	27	100	0	9	2	3	7	126	86	0	3	3	366
08:00	20	95	1	11	1	5	6	86	75	0	4	3	307
08:15	17	70	2	12	2	3	1	68	66	0	4	2	247
08:30	5	86	0	10	2	4	3	84	30	0	0	1	225
08:45	0	0	0	0	0	1	0	1	0	0	0	0	2
7:00 - 8:00 AM	67	429	1	44	7	11	16	420	293	0	8	11	

Car traffic

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
06:45	12	46	0	6	6	3	0	36	46	0	0	0	155
07:00	14	81	0	9	2	4	2	66	43	0	3	1	225
07:15	13	104	0	16	2	3	4	90	71	0	1	4	308
07:30	13	99	1	9	1	1	2	109	82	0	1	3	321
07:45	27	72	0	9	2	2	7	110	80	0	3	3	315
08:00	20	76	1	9	1	5	5	72	70	0	4	3	266
08:15	17	55	2	8	2	3	1	60	64	0	3	2	217
08:30	5	67	0	8	2	3	3	67	27	0	0	1	183
08:45	0	0	0	0	0	1	0	0	0	0	0	0	1

Truck traffic

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
06:45	0	5	0	0	0	1	1	15	0	0	0	0	22
07:00	0	10	0	0	0	0	1	11	1	0	0	0	23
07:15	0	14	0	1	0	0	0	12	1	0	0	0	28
07:30	0	19	0	0	0	0	0	6	7	0	0	0	32
07:45	0	28	0	0	0	1	0	16	6	0	0	0	51
08:00	0	19	0	1	0	0	1	14	5	0	0	0	40
08:15	0	15	0	4	0	0	0	7	2	0	0	0	28
08:30	0	19	0	2	0	1	0	17	2	0	0	0	41
08:45	0	0	0	0	0	0	0	1	0	0	0	0	1

Bicycle traffic

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
06:45	0	0	0	0	0	0	0	0	1	0	0	0	1
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	1	0	0	0	0	0	0	0	0	0	0	1
07:30	0	1	0	0	0	0	0	0	2	0	0	0	3
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	1	0	0	0	0	0	0	0	0	1
08:15	0	0	0	0	0	0	0	1	0	0	1	0	2
08:30	0	0	0	0	0	0	0	0	1	0	0	0	1
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0

Pedestrian volumes

Interval starts	NE			NW			SW			SE			Total
	Left	Right	Total	Left	Right	Total	Left	Right	Total	Left	Right	Total	
06:45	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	1	0	1	0	0	0	0	0	0	0	0	0	1
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	1	1	1
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	1	0	1	0	0	0	1
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0

Intersection Peak Hour

07:15 - 08:15

	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	73	433	2	46	6	12	19	429	324	0	9	13	1366
Factor	0.68	0.91	0.50	0.68	0.75	0.60	0.68	0.85	0.89	0.00	0.56	0.81	0.93
Approach Factor	0.95			0.73			0.88			0.79			

Peak Hour Vehicle Summary

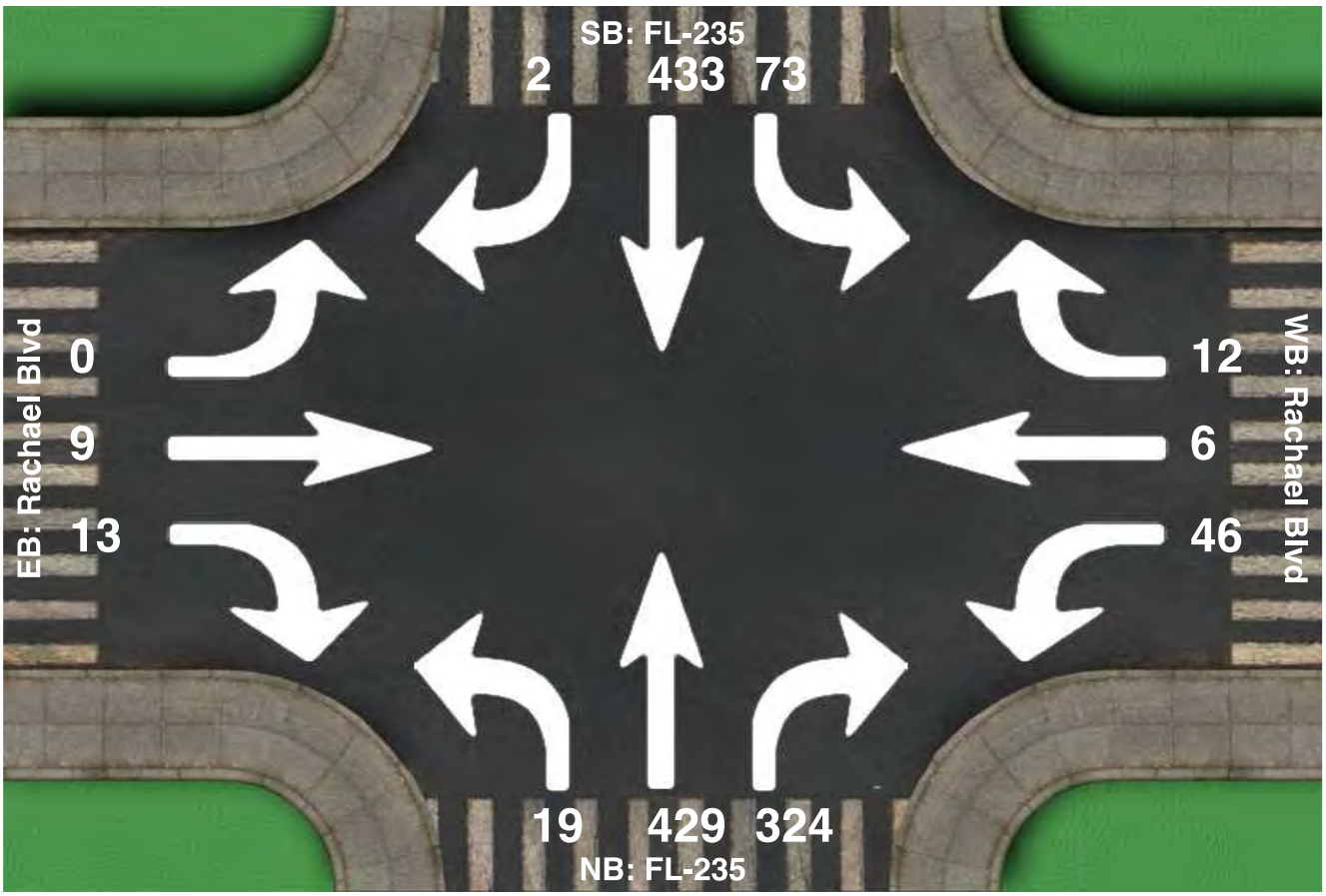
Vehicle	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Car	73	351	2	43	6	11	18	381	303	0	9	13	1210
Truck	0	80	0	2	0	1	1	48	19	0	0	0	151
Bicycle	0	2	0	1	0	0	0	0	2	0	0	0	5

Peak Hour Pedestrians

	NE			NW			SW			SE			Total
	Left	Right	Total	Left	Right	Total	Left	Right	Total	Left	Right	Total	
Pedestrians	1	0	1	0	0	0	0	0	0	0	1	1	2

Intersection Peak Hour

Location: FL-235 at Rachael Blvd, Alachua FL
GPS Coordinates: Lat=29.786539, Lon=-82.494180
Date: 2018-10-16
Day of week: Tuesday
Weather:
Analyst: Fabio Sasahara



Intersection Peak Hour

07:15 - 08:15

	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	73	433	2	46	6	12	19	429	324	0	9	13	1366
Factor	0.68	0.91	0.50	0.68	0.75	0.60	0.68	0.85	0.89	0.00	0.56	0.81	0.93
Approach Factor	0.95			0.73			0.88			0.79			

, ,

Turn Count Summary

Location: NW 140th ST at Rachael Blvd, Alachua, Fl
GPS Coordinates: Lat=29.786775, Lon=-82.494098
Date: 2018-10-16
Day of week: Tuesday
Weather: Sunny
Analyst: Tejas Thyagaraja

Total vehicle traffic

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
16:45	7	96	0	34	6	14	4	93	16	0	3	2	275
17:00	5	112	1	44	6	8	2	112	19	0	1	6	316
17:15	3	93	2	33	14	17	1	96	25	1	2	2	289
17:30	3	89	0	36	18	11	4	91	20	0	7	3	282
17:45	5	101	2	36	7	11	2	100	18	0	4	2	288
18:00	4	94	1	31	11	13	0	67	11	1	2	0	235
18:15	5	72	0	24	7	6	0	59	15	0	3	3	194
18:30	6	64	0	19	11	8	1	63	8	0	2	3	185
5 - 6:00 PM	16	395	5	149	45	47	9	399	82	1	14	13	

Car traffic

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
16:45	7	85	0	31	6	14	4	84	16	0	3	2	252
17:00	5	110	1	44	6	8	2	105	19	0	1	6	307
17:15	3	92	2	33	14	17	1	93	25	1	2	2	285
17:30	3	85	0	36	18	11	4	87	18	0	7	3	272
17:45	5	98	2	36	7	11	2	96	18	0	4	2	281
18:00	4	91	1	31	11	13	0	65	11	1	2	0	230
18:15	5	69	0	24	7	6	0	57	15	0	3	3	189
18:30	6	61	0	19	11	8	1	63	8	0	2	3	182

Truck traffic

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
16:45	0	11	0	3	0	0	0	9	0	0	0	0	23
17:00	0	2	0	0	0	0	0	7	0	0	0	0	9
17:15	0	1	0	0	0	0	0	3	0	0	0	0	4
17:30	0	4	0	0	0	0	0	4	2	0	0	0	10
17:45	0	3	0	0	0	0	0	4	0	0	0	0	7
18:00	0	3	0	0	0	0	0	2	0	0	0	0	5
18:15	0	3	0	0	0	0	0	2	0	0	0	0	5
18:30	0	3	0	0	0	0	0	0	0	0	0	0	3

Bicycle traffic

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0
18:15	0	0	0	0	0	0	0	0	0	0	0	0	0
18:30	0	0	0	0	0	0	0	0	0	0	0	0	0

Pedestrian volumes

Interval starts	NE			NW			SW			SE			Total
	Left	Right	Total	Left	Right	Total	Left	Right	Total	Left	Right	Total	
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	1	1	0	0	0	0	0	0	1
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0
18:15	0	0	0	0	0	0	0	0	0	0	0	0	0
18:30	0	0	0	0	0	0	0	0	0	0	0	0	0

Intersection Peak Hour

17:00 - 18:00

	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	16	395	5	149	45	47	9	399	82	1	14	13	1175
Factor	0.80	0.88	0.62	0.85	0.62	0.69	0.56	0.89	0.82	0.25	0.50	0.54	0.93
Approach Factor	0.88			0.93			0.92			0.70			

Peak Hour Vehicle Summary

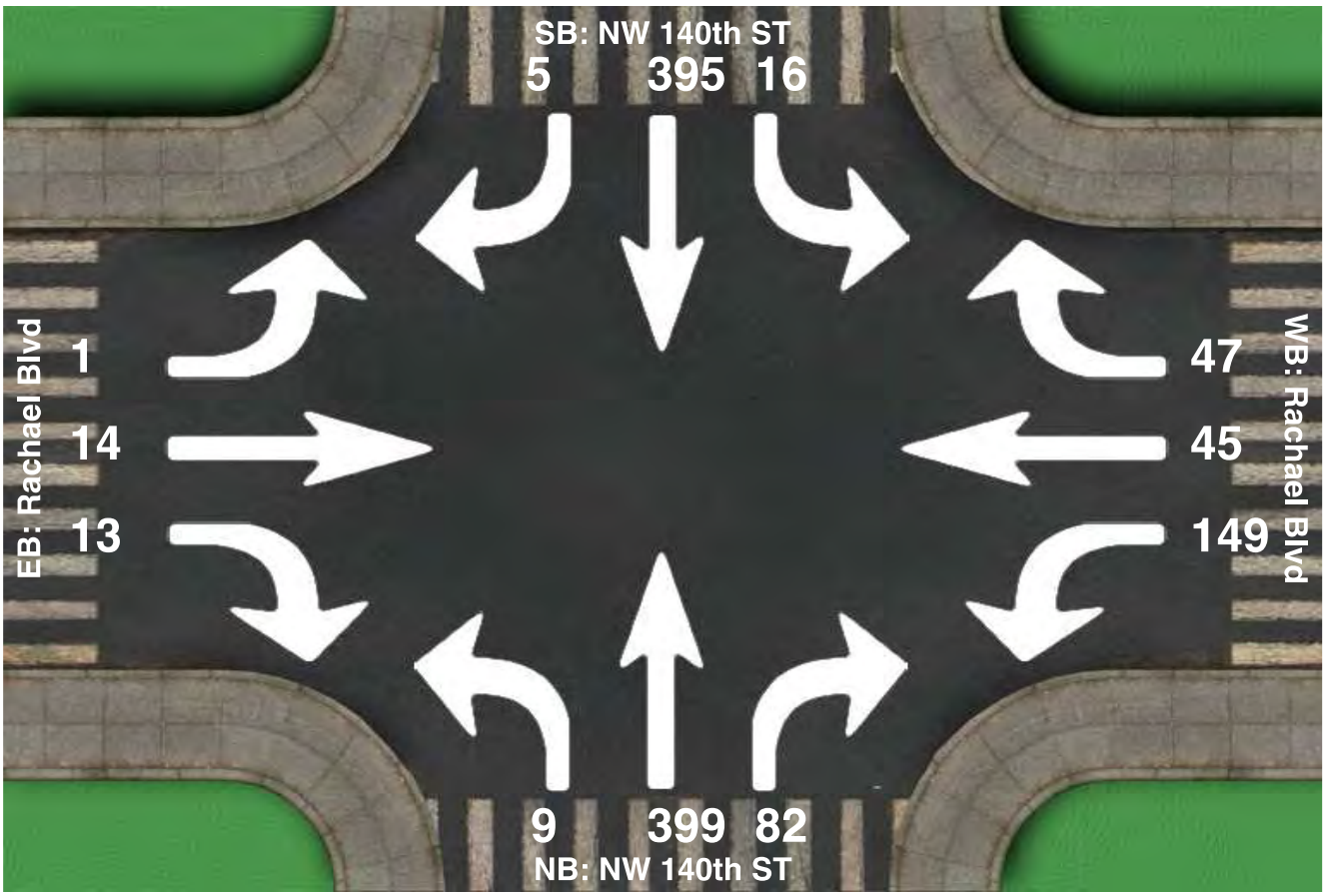
Vehicle	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Car	16	385	5	149	45	47	9	381	80	1	14	13	1145
Truck	0	10	0	0	0	0	0	18	2	0	0	0	30
Bicycle	0	0	0	0	0	0	0	0	0	0	0	0	0

Peak Hour Pedestrians

	NE			NW			SW			SE			Total
	Left	Right	Total	Left	Right	Total	Left	Right	Total	Left	Right	Total	
Pedestrians	0	0	0	0	1	1	0	0	0	0	0	0	1

Intersection Peak Hour

Location: NW 140th ST at Rachael Blvd, Alachua, Fl
GPS Coordinates: Lat=29.786775, Lon=-82.494098
Date: 2018-10-16
Day of week: Tuesday
Weather: Sunny
Analyst: Tejas Thyagaraja



Intersection Peak Hour

17:00 - 18:00

	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	16	395	5	149	45	47	9	399	82	1	14	13	1175
Factor	0.80	0.88	0.62	0.85	0.62	0.69	0.56	0.89	0.82	0.25	0.50	0.54	0.93
Approach Factor	0.88			0.93			0.92			0.70			

Appendix C:
Background Data

2017 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 2600 ALACHUA COUNTYWIDE

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2017 - 01/07/2017	1.06	1.10
2	01/08/2017 - 01/14/2017	1.04	1.08
3	01/15/2017 - 01/21/2017	1.03	1.07
4	01/22/2017 - 01/28/2017	1.02	1.06
5	01/29/2017 - 02/04/2017	1.00	1.04
6	02/05/2017 - 02/11/2017	0.99	1.03
* 7	02/12/2017 - 02/18/2017	0.98	1.02
* 8	02/19/2017 - 02/25/2017	0.97	1.01
* 9	02/26/2017 - 03/04/2017	0.97	1.01
*10	03/05/2017 - 03/11/2017	0.97	1.01
*11	03/12/2017 - 03/18/2017	0.96	1.00
*12	03/19/2017 - 03/25/2017	0.96	1.00
*13	03/26/2017 - 04/01/2017	0.95	0.99
*14	04/02/2017 - 04/08/2017	0.94	0.98
*15	04/09/2017 - 04/15/2017	0.93	0.97
*16	04/16/2017 - 04/22/2017	0.95	0.99
*17	04/23/2017 - 04/29/2017	0.96	1.00
*18	04/30/2017 - 05/06/2017	0.98	1.02
*19	05/07/2017 - 05/13/2017	0.99	1.03
20	05/14/2017 - 05/20/2017	1.01	1.05
21	05/21/2017 - 05/27/2017	1.01	1.05
22	05/28/2017 - 06/03/2017	1.02	1.06
23	06/04/2017 - 06/10/2017	1.03	1.07
24	06/11/2017 - 06/17/2017	1.04	1.08
25	06/18/2017 - 06/24/2017	1.04	1.08
26	06/25/2017 - 07/01/2017	1.05	1.09
27	07/02/2017 - 07/08/2017	1.05	1.09
28	07/09/2017 - 07/15/2017	1.06	1.10
29	07/16/2017 - 07/22/2017	1.05	1.09
30	07/23/2017 - 07/29/2017	1.04	1.08
31	07/30/2017 - 08/05/2017	1.04	1.08
32	08/06/2017 - 08/12/2017	1.03	1.07
33	08/13/2017 - 08/19/2017	1.03	1.07
34	08/20/2017 - 08/26/2017	1.01	1.05
35	08/27/2017 - 09/02/2017	1.00	1.04
36	09/03/2017 - 09/09/2017	0.99	1.03
37	09/10/2017 - 09/16/2017	0.98	1.02
38	09/17/2017 - 09/23/2017	0.98	1.02
39	09/24/2017 - 09/30/2017	0.98	1.02
40	10/01/2017 - 10/07/2017	0.98	1.02
41	10/08/2017 - 10/14/2017	0.98	1.02
42	10/15/2017 - 10/21/2017	0.98	1.02
43	10/22/2017 - 10/28/2017	0.99	1.03
44	10/29/2017 - 11/04/2017	1.00	1.04
45	11/05/2017 - 11/11/2017	1.01	1.05
46	11/12/2017 - 11/18/2017	1.02	1.06
47	11/19/2017 - 11/25/2017	1.03	1.07
48	11/26/2017 - 12/02/2017	1.04	1.08
49	12/03/2017 - 12/09/2017	1.05	1.09
50	12/10/2017 - 12/16/2017	1.06	1.10
51	12/17/2017 - 12/23/2017	1.05	1.09
52	12/24/2017 - 12/30/2017	1.04	1.08
53	12/31/2017 - 12/31/2017	1.03	1.07

* PEAK SEASON

ALACHUA CITY LTRP GROWTH RATES

ID	Map ID - FL LOS Report 2014	Location	growth rate %	K Factor	2015 Peak Hour	2015 AADT	2036 Peak Hour	2036 AADT	AADT growth factor
32	7	I-75 from US 441 to CR 236	1.7	0.105	4463	42505	6056	57676	1.357
31	6	I-75 from SR 222 to US 441	1.6	0.105	5930	56476	7922	75448	1.336
4127	17	US 441 from SR 121 to CR 25A	1.7	0.09	1890	21000	2565	28500	1.357
4107	14	US 441 from I-75 to NW 173rd St	1.0	0.095	2319	24411	2805	29526	1.210
14	13	US 441 from NW 173rd St to E City Limit for High Springs	1.1	0.095	1834	19305	2258	23768	1.231
107	15	US 441 from SR 235 to I-75	1.3	0.095	1882	19811	2396	25221	1.273
106	16	US 441 from CR 25A to SR 235	1.6	0.095	1643	17295	2195	23105	1.336
108	136	SR 235 from CR 2054 to US 441 (south of 441)	1.0	0.095	950	10000	1149	12095	1.210
109	137	SR 241 from US 441 to NW 159th Pl (north of 441)	1.4	0.095	588	6189	761	8011	1.294
4109	138	SR 241 from NW 159th Place to E City Limit (north of 441)	1.3	0.095	352	3705	448	4716	1.273
A	N/A	NW 140th St: 4,000' North of I-75	1.0	0.095	417	4390	509	5355	1.220
B	N/A	NW 143rd St: 1,000' North of NW 78th Ave	1.6	0.095	527	5546	704	7409	1.336
C	N/A	NW 143rd St: 1,200' North of 94th Ave	1.0	0.095	433	4560	524	5518	1.210
D	N/A	NW 143rd St: 1,700' South of NW Millhopper Rd	1.6	0.095	846	8904	1130	11896	1.336
E	N/A	NW 143rd St: 4,000' North of NW Millhopper Rd	1.6	0.095	827	8710	1106	11637	1.336
F	N/A	NW 173rd St: 750' South of US 441	2.7	0.095	359	3780	563	5923	1.567
G	N/A	NW CR 235: 470' South of NW CR235A	2.7	0.095	491	5165	769	8094	1.567
H	N/A	NW CR 235: 570' North of NW CR235A	2.7	0.095	417	4390	654	6879	1.567
I	N/A	NW CR 235: 1,000' South of NW 78th Ave	2.7	0.095	378	3977	592	6232	1.567
J	N/A	NW CR 235: 770' South of NW 46th Ave	2.7	0.095	282	2965	441	4646	1.567
K	N/A	NW CR 235A: 2,400' North of US 441	2.7	0.095	136	1428	213	2237	1.567
L	N/A	Peggy Rd: 1,700' East of I-75	1.0	0.095	84	879	102	1072	1.220
M	N/A	Peggy Rd: 2,750' East of CR 235A	1.0	0.095	80	840	97	1024	1.219
N	N/A	Peggy Rd: 400' West of NW 142 Ter	1.0	0.095	97	1026	119	1252	1.220
O	N/A	CR 2054 (Peggy Rd): 550' East of NW CR 235A	2.6	0.095	160	1686	247	2607	1.546
P	N/A	CR 2054 (Rachael Blvd): 2,750' West of US HWY 441	1.0	0.095	205	2161	250	2636	1.220

Counts used for Roadway Segment Analysis are shown in red

Growth factors used for Intersection Analysis are shown in green

COUNTY: 26
STATION: 5027
DESCRIPTION: SR 20 SE OF SR 235
START DATE: 05/31/2017
START TIME: 0000

TIME	DIRECTION: N 1ST	2ND	3RD	4TH	TOTAL	DIRECTION: S 1ST	2ND	3RD	4TH	TOTAL	COMBINED TOTAL
0000	16	13	13	12	54	13	15	10	14	52	106
0100	12	7	8	10	37	11	6	7	9	33	70
0200	16	18	10	9	53	11	6	6	10	33	86
0300	6	4	14	14	38	11	7	10	14	42	80
0400	6	8	28	23	65	11	6	11	15	43	108
0500	37	83	97	126	343	22	27	28	22	99	442
0600	121	166	250	200	737	36	51	55	93	235	972
0700	283	294	276	288	1141	120	196	195	119	630	1771
0800	270	225	261	195	951	125	151	148	140	564	1515
0900	171	151	156	172	650	147	137	139	163	586	1236
1000	153	160	149	160	622	142	123	143	148	556	1178
1100	159	146	174	152	631	130	157	170	215	672	1303
1200	180	208	187	221	796	215	186	190	177	768	1564
1300	175	198	186	159	718	182	152	218	145	697	1415
1400	190	151	147	145	633	163	160	220	205	748	1381
1500	157	160	139	138	594	174	210	271	231	886	1480
1600	164	163	150	148	625	231	211	248	276	966	1591
1700	164	151	146	148	609	355	292	376	294	1317	1926
1800	142	139	103	106	490	241	217	187	149	794	1284
1900	91	82	86	70	329	131	142	136	102	511	840
2000	71	63	71	55	260	101	77	91	72	341	601
2100	61	54	40	54	209	79	78	62	60	279	488
2200	39	45	25	37	146	40	59	59	30	188	334
2300	18	25	18	16	77	29	29	29	30	117	194
24-HOUR TOTALS:					10808					11157	21965

7-7 TOTAL
17644

PEAK VOLUME INFORMATION

	DIRECTION: N HOUR	VOLUME	DIRECTION: S HOUR	VOLUME	COMBINED DIRECTIONS HOUR	VOLUME
A.M.	700	1141	715	635	700	1771
P.M.	1200	796	1700	1317	1700	1926
DAILY	700	1141	1700	1317	1700	1926

GENERATED BY SPS 5.0.53P

Alachua County Public Works

5620 NW 120 LN
Gainesville, FL 32653

Direction: North/South
Counter Number: 16210
Installed By: Kevin

Station ID: 1-241-7-1
Date Start: 14-Feb-17
Date End: 16-Feb-17

Start Time	14-Feb-17 Tue	North	South							Total
12:00 AM		1	1							2
12:15		4	4							8
12:30		2	0							2
12:45		0	0							0
01:00		2	3							5
01:15		1	0							1
01:30		2	1							3
01:45		2	1							3
02:00		0	0							0
02:15		2	1							3
02:30		1	1							2
02:45		0	0							0
03:00		0	2							2
03:15		3	0							3
03:30		2	0							2
03:45		1	3							4
04:00		1	1							2
04:15		1	1							2
04:30		0	1							1
04:45		9	3							12
05:00		5	2							7
05:15		4	2							6
05:30		9	6							15
05:45		12	8							20
06:00		25	14							39
06:15		19	15							34
06:30		36	19							55
06:45		35	29							64
07:00		66	33							99
07:15		**59**	**42**							**101**
07:30		**50**	**50**							**100**
07:45		**49**	**35**							**84**
08:00		**72**	**51**							**123**
08:15		53	34							87
08:30		41	47							88
08:45		52	45							97
09:00		35	26							61
09:15		23	34							57
09:30		28	16							44
09:45		29	34							63
10:00		26	28							54
10:15		33	28							61
10:30		36	29							65
10:45		26	28							54
11:00		38	34							72
11:15		21	34							55
11:30		42	34							76
11:45		35	28							63
Total		993	808							1801
Percent		55.1%	44.9%							
Peak	-	07:15	07:15	-	-	-	-	-	-	07:15
Vol.	-	230	178	-	-	-	-	-	-	408
P.H.F.		0.799	0.873							0.829

Alachua County Public Works

5620 NW 120 LN
Gainesville, FL 32653

Direction: North/South
Counter Number: 16210
Installed By: Kevin

Station ID: 1-241-7-1
Date Start: 14-Feb-17
Date End: 16-Feb-17

Start Time	14-Feb-17 Tue	North	South	Total
12:00 PM		33	42	75
12:15		38	37	75
12:30		38	38	76
12:45		32	35	67
01:00		33	29	62
01:15		42	35	77
01:30		31	25	56
01:45		30	26	56
02:00		38	35	73
02:15		44	39	83
02:30		38	47	85
02:45		38	40	78
03:00		43	43	86
03:15		40	38	78
03:30		37	48	85
03:45		45	54	99
04:00		46	57	103
04:15		56	48	104
04:30		59	60	119
04:45		55	57	112
05:00		60	93	153
05:15		62	77	139
05:30		66	68	134
05:45		52	63	115
06:00		47	63	110
06:15		42	40	82
06:30		37	36	73
06:45		31	28	59
07:00		30	22	52
07:15		23	23	46
07:30		21	30	51
07:45		23	14	37
08:00		17	15	32
08:15		21	19	40
08:30		17	17	34
08:45		17	23	40
09:00		18	9	27
09:15		14	8	22
09:30		7	10	17
09:45		9	8	17
10:00		15	13	28
10:15		10	8	18
10:30		11	5	16
10:45		9	0	9
11:00		1	3	4
11:15		5	2	7
11:30		0	2	2
11:45		3	2	5
Total		1484	1534	3018
Percent		49.2%	50.8%	
Peak	-	16:45	17:00	17:00
Vol.	-	243	301	541
P.H.F.		0.920	0.809	0.884

7-7 total 4018

Total 4819

Appendix D:
Background and Build-out Calculations

NW 140th St at Rachael Blvd - Rerouted Trips

Interval Starts		Southbound			Westbound			Northbound			Eastbound			Total Racheal Blvd	Westbound		Eastbound		
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		Volume	Percent	Volume	Percent	
AM	7:00:00 AM	67	429	1	44	7	11	16	420	293	0	8	11	[A] 430	62	[B] 14.42%	368	85.58%	[B]
	8:00:00 AM	38			26	4	6			168		5		247	36	14.42%	211	85.58%	
	9:00:00 AM	38			26	4	6			168		5		247	36	14.42%	211	85.58%	
	10:00:00 AM	38			26	4	6			168		5		247	36	14.42%	211	85.58%	
	11:00:00 AM	38			26	4	6			168		5		247	36	14.42%	211	85.58%	
	12:00:00 PM	38			26	4	6			168		5		247	36	14.42%	211	85.58%	
PM	1:00:00 PM	11			104	32	33			57		10		247	169	68.27%	78	31.73%	
	2:00:00 PM	11			104	32	33			57		10		247	169	68.27%	78	31.73%	
	3:00:00 PM	11			104	32	33			57		10		247	169	68.27%	78	31.73%	
	4:00:00 PM	11			104	32	33			57		10		247	169	68.27%	78	31.73%	
	5:00:00 PM	16	395	5	149	45	47	9	399	82	1	14	13	[A] 353	241	[B] 68.27%	112	31.73%	[B]
	6:00:00 PM	11			104	32	33			57		10		247	169	68.27%	78	31.73%	
	TOTAL	331			843	230	255			1501		94		3253	1328		1925		
Peak Hour: 4:45-5:45 PM		18	390	3	147	44	50	11	392	80	1	13	13	1162					

AADT NW 140th St	4819	
7-7 Total Trips NW 140th St	4018	
Percent of 7-7 trips	83.38%	[C]
AADT Rachel Blvd	3900	
(AADT X 83%)7-7 Total Trips Racheal Blvd	3252	

Percentage Calculations - Total Rachel Blvd		
Total Trips 7-7	3252	
Total minus 7AM & 5PM	2469	[D]
Volume per hour	247	

Percentage Calculations - Turning Movements AM			Percentage Calculations - Turning Movements PM		
WB	*WBL*	70.97%	WB [D]	*WBL*	61.83%
	WBT [D]	11.29%		*WBT*	18.67%
	WBR	17.74%		*WBR*	19.50%
EB	*SBL*	18.21%	EB [D]	*SBL*	14.29%
	NBR [D]	79.62%		*NBR*	73.21%
	EBT	2.17%		*EBT*	12.50%

Interval Starts	Rerouted HWY Rachael Blvd Trips to San Felasco	
	WBL	NBR
7:00:00 AM	22	147
8:00:00 AM	13	84
9:00:00 AM	13	84
10:00:00 AM	13	84
11:00:00 AM	13	84
12:00:00 PM	13	84
1:00:00 PM	52	29
2:00:00 PM	52	29
3:00:00 PM	52	29
4:00:00 PM	52	29
5:00:00 PM	75	41
6:00:00 PM	52	29
4:45 to 5:45 PM	74	40

Goal: Estimate the volume of trips that will be rerouted from Rachael BLVD. to San Felasco

Step 1: Determine the total trips on Rachael BLVD. during the 7:00 AM and 5:00 PM peak hours based on the turning movement count [A] and determine the AM and PM directional distribution [B]

Step 2: Use the NW 140th St. 24-hour count from Appendix C to estimate the percentage o 7AM-7PM trips to the total daily trips. [C]

Step 3: Multiply the Rachael BLVD. daily trips by the percentage of 7AM - 7PM, subtract the peak hour volumes and divide by 10 to derive the average vehicles per hour throughout the day.

Step 4: Apply the directional distribution percentage and movement percentages to the total Rachael BLVD. vehicles per hour to determine the movement vehicles per hour throughout the day.

Step 5: Divide the estimated westbound left-turn and northbound right turns by 2 to determine the hourly volume of trips that will be rerouted to San Felasco.

NW 140th St at US 441 - Rerouted Trips

Interval Starts		NW 140th St Southbound			HWY 441 Westbound			NW 140th St Northbound			HWY 441 Eastbound			Total HWY 441	Westbound		Eastbound		
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		Volume	Percent	Volume	Percent	
AM	7:00:00 AM	129	151	27	131	382	41	61	117	66	46	923	117	[A] 1672	554	[B] 33.13%	1118	66.87%	[B]
	8:00:00 AM	108			109	319	35			55		772		1398	463	33.13%	935	66.87%	
	9:00:00 AM	108			109	319	35			55		772		1398	463	33.13%	935	66.87%	
	10:00:00 AM	108			109	319	35			55		772		1398	463	33.13%	935	66.87%	
	11:00:00 AM	108			109	319	35			55		772		1398	463	33.13%	935	66.87%	
	12:00:00 PM	108			109	319	35			55		772		1398	463	33.13%	935	66.87%	
PM	1:00:00 PM	55			128	731	68			61		355		1398	927	66.28%	471	33.72%	
	2:00:00 PM	55			128	731	68			61		355		1398	927	66.28%	471	33.72%	
	3:00:00 PM	55			128	731	68			61		355		1398	927	66.28%	471	33.72%	
	4:00:00 PM	55			128	731	68			61		355		1398	927	66.28%	471	33.72%	
	5:00:00 PM	78	136	65	182	1041	98	133	144	87	123	507	160	[A] 1993	1321	[B] 66.28%	672	33.72%	[B]
	6:00:00 PM	55			128	731	68			61		355		1398	927	66.28%	471	33.72%	
	TOTAL	1022			1500	6673	652			733		7064		17644	8825		8819		
PM Peak: 4:45-5:45		74	136	62	182	993	97	134	150	85	112	521	141						

AADT HWY 441	21965
7-7 Total Trips HWY 441	17644 [C]

Percentage Calculations - Total HWY 441	
Total Trips	17644
Total minus 7AM & 5PM	13979
Volume per hour	1398

Percentage Calculations - Turning Movements AM			Percentage Calculations - Turning Movements PM		
WB	*WBL*	23.65%	WB	*WBL*	13.78%
	WBT	68.95%		*WBT*	78.80%
	WBR	7.40%		*WBR*	7.42%
EB	*SBL*	11.54%	EB	*SBL*	11.61%
	NBR	5.90%		*NBR*	12.95%
	EBT	82.56%		*EBT*	75.45%

Interval Starts	Rerouted HWY 441 Trips to San Felasco	
	WBL	NBR
7:00:00 AM	33	17
8:00:00 AM	27	14
9:00:00 AM	27	14
10:00:00 AM	27	14
11:00:00 AM	27	14
12:00:00 PM	27	14
1:00:00 PM	32	15
2:00:00 PM	32	15
3:00:00 PM	32	15
4:00:00 PM	32	15
5:00:00 PM	46	22
6:00:00 PM	32	15
4:45 to 5:45 PM	46	21

Goal: Estimate the volume of trips that will be rerouted from HWY 441 to San Felasco

Step 1: Determine the total trips on HWY 441 during the 7:00 AM and 5:00 PM peak hours based on the turning movement count [A] and determine the AM and PM directional distribution [B]

Step 2: Use the HWY 441 Synopsis data provided in Appendix C to derive the 7AM-7PM vehicles per hour. [C]

Step 3: Subtract the 7 AM and 5 PM vehicles per hour from the 7 AM to 7 PM total and divide by 10 to derive the average vehicles per hour throughout the day.

Step 4: Apply the directional distribution percentage and movement percentages to the total Rachael BLVD. vehicles per hour to determine the movement vehicles per hour throughout the day.

Step 5: Divide the estimated westbound left-turn and northbound right turns by 4 to determine the hourly volume of trips that will be rerouted to San Felasco.

NW 140th St at NW 128th Pl (Existing)- With Rerouted Trips

Existing Volumes Estimation									
Interval Starts		NW 140th St Southbound		NW 128th Pl Westbound	NW 140th St Northbound			NW 128th Pl Eastbound	
		Thru	Right	Left	Left	Thru	Right	Left	Right
AM	7:00:00 AM	434	1	55	0	257	163	7	4
	8:00:00 AM	513	1	40	2	259	98	6	2
	9:00:00 AM	390	1	40	0	157	98	1	6
	10:00:00 AM	206	0	40	2	151	98	1	2
	11:00:00 AM	152	1	40	0	149	98	1	0
	12:00:00 PM	169	2	40	1	165	98	3	0
PM	1:00:00 PM	133	3	84	2	173	44	0	0
	2:00:00 PM	161	2	84	1	130	44	1	1
	3:00:00 PM	189	5	84	1	195	44	2	2
	4:00:00 PM	218	8	84	8	233	44	1	3
	5:00:00 PM	292	9	120	3	234	63	6	2
	6:00:00 PM	206	4	84	1	168	44	3	0
	TOTAL	**3063**	**37**	**795**	**21**	**2271**	**936**	**32**	**22**
PM Peak : 4:45-5:45PM		294	8	119	3	255	61	5	2

NW 140th St at NW 128th Pl - 2020 Background

Peak Season	1.02

Growth Rate		Growth Factor
140th St SB	1.01	1.020
140th St NB	1.01	1.020
128th Pl WB	1.01	1.020
128th Pl EB	0	1.000

Peak Season									
Interval Starts		NW 140th St Southbound		NW 128th Pl Westbound	NW 140th St Northbound			NW 128th Pl Eastbound	
		Thru	Right	Left	Left	Thru	Right	Left	Right
AM	7:00:00 AM	443	1	56	0	262	166	7	4
	8:00:00 AM	523	1	41	2	264	100	6	2
	9:00:00 AM	398	1	41	0	160	100	1	6
	10:00:00 AM	210	0	41	2	154	100	1	2
	11:00:00 AM	155	1	41	0	152	100	1	0
	12:00:00 PM	172	2	41	1	168	100	3	0
PM	1:00:00 PM	136	3	86	2	176	45	0	0
	2:00:00 PM	164	2	86	1	133	45	1	1
	3:00:00 PM	193	5	86	1	199	45	2	2
	4:00:00 PM	222	8	86	8	238	45	1	3
	5:00:00 PM	298	9	122	3	239	64	6	2
	6:00:00 PM	210	4	86	1	171	45	3	0
	TOTAL	**3124**	**37**	**813**	**21**	**2316**	**955**	**32**	**22**
PM Peak : 4:45-5:45PM		300	8	121	3	260	62	5	2

2020 Background									
Interval Starts		NW 140th St Southbound		NW 128th Pl Westbound	NW 140th St Northbound			NW 128th Pl Eastbound	
		Thru	Right	Left	Left	Thru	Right	Left	Right
AM	7:00:00 AM	452	1	57	0	267	169	7	4
	8:00:00 AM	534	1	42	2	269	102	6	2
	9:00:00 AM	406	1	42	0	163	102	1	6
	10:00:00 AM	214	0	42	2	157	102	1	2
	11:00:00 AM	158	1	42	0	155	102	1	0
	12:00:00 PM	175	2	42	1	171	102	3	0
PM	1:00:00 PM	139	3	88	2	180	46	0	0
	2:00:00 PM	167	2	88	1	136	46	1	1
	3:00:00 PM	197	5	88	1	203	46	2	2
	4:00:00 PM	226	8	88	8	243	46	1	3
	5:00:00 PM	304	9	124	3	244	65	6	2
	6:00:00 PM	214	4	88	1	174	46	3	0
	TOTAL	**3186**	**37**	**831**	**21**	**2362**	**974**	**32**	**22**
PM Peak : 4:45-5:45PM		306	8	123	3	265	63	5	2

* Westbound right and and southbound left trips are expected to be minor, estimated at 10 vph.

** Westbound through and eastbound thru trips are expected to be minor, etimated at 0 vph.

NW 140th St at NW 128th Pl - 2030 Background

Peak Season	1.02

	Growth Rate	Growth Factor
140th St SB	1.01	1.127
140th St NB	1.01	1.127
128th Pl WB	1.01	1.127
128th Pl EB	0	1.000

Peak Season									
Interval Starts		NW 140th St Southbound		NW 128th Pl Westbound	NW 140th St Northbound			NW 128th Pl Eastbound	
		Thru	Right	Left	Left	Thru	Right	Left	Right
AM	7:00:00 AM	443	1	56	0	262	166	7	4
	8:00:00 AM	523	1	41	2	264	100	6	2
	9:00:00 AM	398	1	41	0	160	100	1	6
	10:00:00 AM	210	0	41	2	154	100	1	2
	11:00:00 AM	155	1	41	0	152	100	1	0
	12:00:00 PM	172	2	41	1	168	100	3	0
PM	1:00:00 PM	136	3	86	2	176	45	0	0
	2:00:00 PM	164	2	86	1	133	45	1	1
	3:00:00 PM	193	5	86	1	199	45	2	2
	4:00:00 PM	222	8	86	8	238	45	1	3
	5:00:00 PM	298	9	122	3	239	64	6	2
	6:00:00 PM	210	4	86	1	171	45	3	0
	TOTAL	**3124**	**37**	**813**	**21**	**2316**	**955**	**32**	**22**
PM Peak : 4:45-5:45PM		300	8	121	3	260	62	5	2

2030 Background									
Interval Starts		NW 140th St Southbound		NW 128th Pl Westbound	NW 140th St Northbound			NW 128th Pl Eastbound	
		Thru	Right	Left	Left	Thru	Right	Left	Right
AM	7:00:00 AM	499	1	63	0	295	187	7	4
	8:00:00 AM	589	1	46	2	297	113	6	2
	9:00:00 AM	448	1	46	0	180	113	1	6
	10:00:00 AM	237	0	46	2	174	113	1	2
	11:00:00 AM	175	1	46	0	171	113	1	0
	12:00:00 PM	194	2	46	1	189	113	3	0
PM	1:00:00 PM	153	3	97	2	198	51	0	0
	2:00:00 PM	185	2	97	1	150	51	1	1
	3:00:00 PM	217	6	97	1	224	51	2	2
	4:00:00 PM	250	9	97	9	268	51	1	3
	5:00:00 PM	336	10	137	3	269	72	6	2
	6:00:00 PM	237	5	97	1	193	51	3	0
	TOTAL	**3520**	**41**	**915**	**22**	**2608**	**1079**	**32**	**22**
PM Peak : 4:45-5:45PM		338	9	136	3	293	70	5	2

* Westbound right and and southbound left trips are expected to be minor, estimated at 10 vph.

** Westbound through and eastbound thru trips are expected to be minor, etimated at 0 vph.

NW 140th St at NW 128th Pl - 2030 Build-out

2030 Background									
Interval Starts		NW 140th St Southbound		NW 128th Pl Westbound	NW 140th St Northbound			NW 128th Pl Eastbound	
		Thru	Right	Left	Left	Thru	Right	Left	Right
AM	7:00:00 AM	499	1	63	0	295	187	7	4
	8:00:00 AM	589	1	46	2	297	113	6	2
	9:00:00 AM	448	1	46	0	180	113	1	6
	10:00:00 AM	237	0	46	2	174	113	1	2
	11:00:00 AM	175	1	46	0	171	113	1	0
	12:00:00 PM	194	2	46	1	189	113	3	0
PM	1:00:00 PM	153	3	97	2	198	51	0	0
	2:00:00 PM	185	2	97	1	150	51	1	1
	3:00:00 PM	217	6	97	1	224	51	2	2
	4:00:00 PM	250	9	97	9	268	51	1	3
	5:00:00 PM	336	10	137	3	269	72	6	2
	6:00:00 PM	237	5	97	1	193	51	3	0
	TOTAL	**3520**	**41**	**915**	**22**	**2608**	**1079**	**32**	**22**
PM Peak : 4:45-5:45PM		338	9	136	3	293	70	5	2

Daily Project Volumes - 50%		
Time	Average Weekday	
	# Trips 24-Hour Entering Traffic	# Trips 24-Hour Exiting Traffic
7-8 AM	772	89
8-9 AM	552	113
9-10 AM	425	150
10-11 AM	259	183
11-12 AM	264	403
12-1 PM	451	492
1-2 PM	518	309
2-3 PM	306	295
3-4 PM	223	450
4-5 PM	176	722
5-6 PM	152	798
6-7 PM	73	258

2030 50% Build-out											
Interval Starts		NW 140th St Southbound			NW 128th Pl Westbound		NW 140th St Northbound			NW 128th Pl Eastbound	
		Left	Thru	Right	Left	Right	Left	Thru	Right	Left	Right
AM (phf: .984)	7:00:00 AM	455	499	1	70	53	0	295	249	7	4
	8:00:00 AM	326	589	1	55	67	2	297	157	6	2
	9:00:00 AM	251	448	1	58	89	0	180	147	1	6
	10:00:00 AM	153	237	0	61	108	2	174	134	1	2
	11:00:00 AM	156	175	1	78	238	0	171	134	1	0
	12:00:00 PM	266	194	2	85	290	1	189	149	3	0
PM (phf: .933)	1:00:00 PM	306	153	3	122	183	2	198	92	0	0
	2:00:00 PM	180	185	2	121	174	1	150	75	1	1
	3:00:00 PM	131	217	6	133	266	1	224	69	2	2
	4:00:00 PM	104	250	9	155	426	9	268	65	1	3
	5:00:00 PM	90	336	10	201	471	3	269	84	6	2
	6:00:00 PM	43	237	5	118	152	1	193	57	3	0
	TOTAL	**2461**	**3520**	41	**1257**	**2517**	22	2608	**1412**	**32**	**2**
PM Peak : 4:45-5:45PM		90	338	9	200	471	3	293	82	5	2

59% X 1/2 Project Entering Traffic

Background Trips + 8% X 1/2 Project Entering Traffic

59% X 1/2 Project Entering Traffic

Background Trips + 8% X 1/2 Project Entering Traffic

NW 140th St at NW 128th Pl - 2040 Background

Peak Season	1.02

	Growth Rate	Growth Factor
140th St SB	1.01	1.24
140th St NB	1.01	1.24
128th Pl WB	1.01	1.24
128th Pl EB	0	1

Peak Season									
Interval Starts		NW 140th St Southbound		NW 128th Pl Westbound	NW 140th St Northbound			NW 128th Pl Eastbound	
		Thru	Right	Left	Left	Thru	Right	Left	Right
AM	7:00:00 AM	443	1	56	0	262	166	7	4
	8:00:00 AM	523	1	41	2	264	100	6	2
	9:00:00 AM	398	1	41	0	160	100	1	6
	10:00:00 AM	210	0	41	2	154	100	1	2
	11:00:00 AM	155	1	41	0	152	100	1	0
	12:00:00 PM	172	2	41	1	168	100	3	0
PM	1:00:00 PM	136	3	86	2	176	45	0	0
	2:00:00 PM	164	2	86	1	133	45	1	1
	3:00:00 PM	193	5	86	1	199	45	2	2
	4:00:00 PM	222	8	86	8	238	45	1	3
	5:00:00 PM	298	9	122	3	239	64	6	2
	6:00:00 PM	210	4	86	1	171	45	3	0
	TOTAL	**3124**	**37**	**813**	**21**	**2316**	**955**	**32**	**22**
PM Peak : 4:45-5:45PM		300	8	121	3	260	62	5	2

2040 Background									
Interval Starts		NW 140th St Southbound		NW 128th Pl Westbound	NW 140th St Northbound			NW 128th Pl Eastbound	
		Thru	Right	Left	Left	Thru	Right	Left	Right
AM	7:00:00 AM	551	1	70	0	326	207	7	4
	8:00:00 AM	651	1	51	2	329	124	6	2
	9:00:00 AM	495	1	51	0	199	124	1	6
	10:00:00 AM	261	0	51	2	192	124	1	2
	11:00:00 AM	193	1	51	0	189	124	1	0
	12:00:00 PM	214	2	51	1	209	124	3	0
PM	1:00:00 PM	169	4	107	2	219	56	0	0
	2:00:00 PM	204	2	107	1	166	56	1	1
	3:00:00 PM	240	6	107	1	248	56	2	2
	4:00:00 PM	276	10	107	10	296	56	1	3
	5:00:00 PM	371	11	152	4	297	80	6	2
	6:00:00 PM	261	5	107	1	213	56	3	0
	TOTAL	**3886**	**44**	**1012**	**24**	**2883**	**1187**	**32**	**22**

NW 140th St at NW 128th Pl - 2040 Build-out

2040 Background									
Interval Starts		NW 140th St Southbound		NW 128th Pl Westbound	NW 140th St Northbound			128th Pl Eastb	
		Thru	Right	Left	Left	Thru	Right	Left	Right
AM	7:00:00 AM	551	1	70	0	326	207	7	4
	8:00:00 AM	651	1	51	2	329	124	6	2
	9:00:00 AM	495	1	51	0	199	124	1	6
	10:00:00 AM	261	0	51	2	192	124	1	2
	11:00:00 AM	193	1	51	0	189	124	1	0
	12:00:00 PM	214	2	51	1	209	124	3	0
PM	1:00:00 PM	169	4	107	2	219	56	0	0
	2:00:00 PM	204	2	107	1	166	56	1	1
	3:00:00 PM	240	6	107	1	248	56	2	2
	4:00:00 PM	276	10	107	10	296	56	1	3
	5:00:00 PM	371	11	152	4	297	80	6	2
	6:00:00 PM	261	5	107	1	213	56	3	0
	TOTAL	**3886**	**44**	**1012**	**24**	**2883**	**1187**	**32**	**22**
PM Peak : 4:45-5:45PM		373	10	151	4	324	77	5	2

Daily Project Volumes -Original		
Time	Average Weekday	
	# Trips 24-Hour Entering Traffic	# Trips 24-Hour Exiting Traffic
7-8 AM	1544	178
8-9 AM	1104	226
9-10 AM	850	300
10-11 AM	518	366
11-12 AM	529	806
12-1 PM	902	984
1-2 PM	1036	619
2-3 PM	611	591
3-4 PM	446	900
4-5 PM	352	1444
5-6 PM	304	1595
6-7 PM	145	516

2040 Build-out											
Interval Starts		NW 140th St Southbound			NW 128th Pl Westbound		NW 140th St Northbound			NW 128th Pl Eastbound	
		Left	Thru	Right	Left	Right	Left	Thru	Right	Left	Right
AM (phf: .984)	7:00:00 AM	911	551	1	84	105	0	326	331	7	4
	8:00:00 AM	651	651	1	69	133	2	329	212	6	2
	9:00:00 AM	501	495	1	75	177	0	199	192	1	6
	10:00:00 AM	306	261	0	80	216	2	192	165	1	2
	11:00:00 AM	312	193	1	116	476	0	189	166	1	0
	12:00:00 PM	532	214	2	130	581	1	209	196	3	0
PM (phf: .933)	1:00:00 PM	611	169	4	157	365	2	219	139	0	0
	2:00:00 PM	361	204	2	154	349	1	166	105	1	1
	3:00:00 PM	263	240	6	179	531	1	248	92	2	2
	4:00:00 PM	208	276	10	223	852	10	296	84	1	3
	5:00:00 PM	179	371	11	280	941	4	297	104	6	2
	6:00:00 PM	86	261	5	148	304	1	213	68	3	0
	TOTAL	**4921**	**3886**	**44**	**1695**	**5030**	**24**	**2883**	**1854**	**32**	**2**
PM Peak : 4:45-5:45PM		179	373	10	279	941	4	324	101	5	2

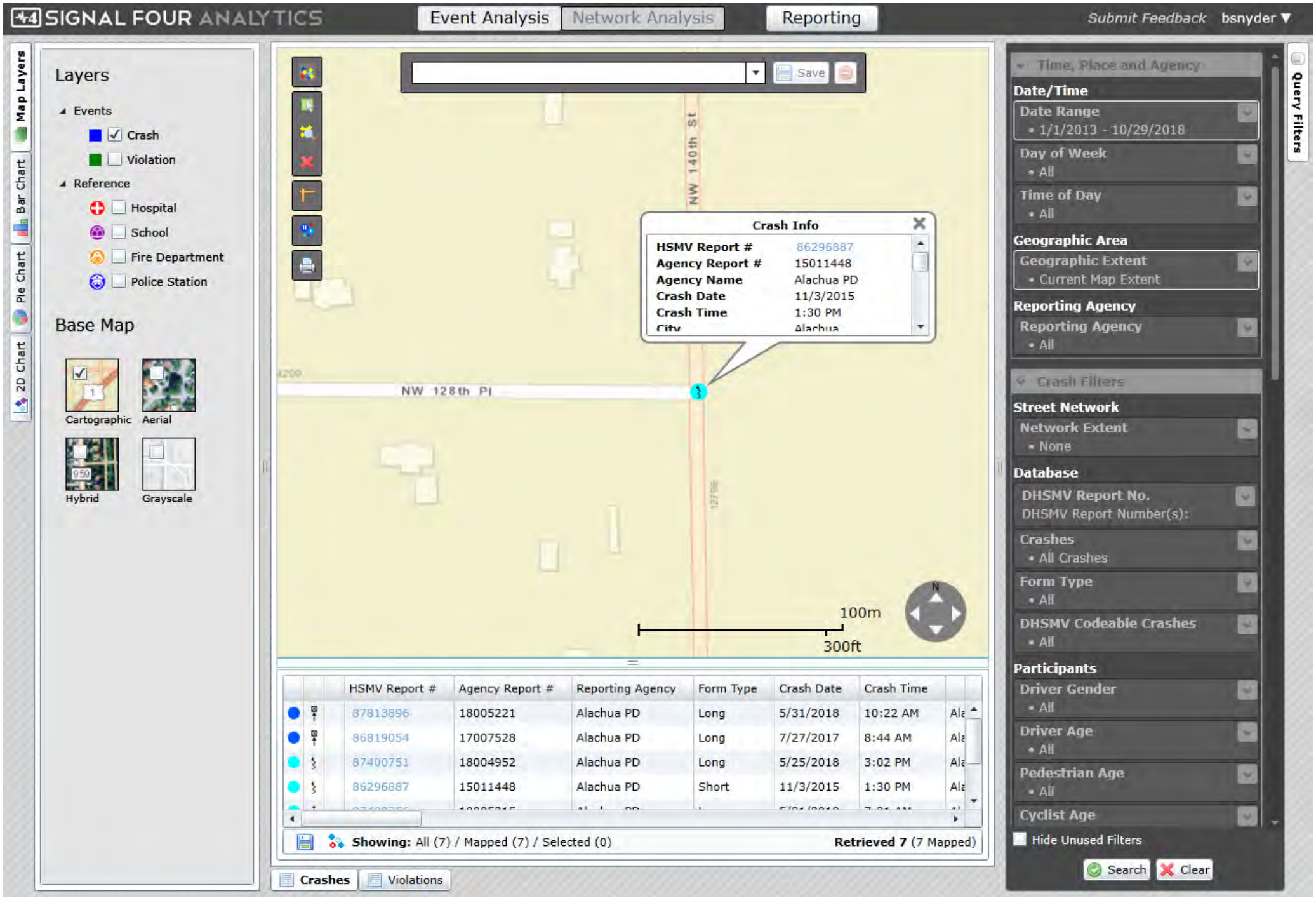
59% Project Entering Traffic

Background Trips + 8% Project Entering Traffic

59% Project Entering Traffic

Background Trips + 8% Project Entering Traffic

Appendix E:
Traffic Signal Warrant Analysis


SIGNAL FOUR ANALYTICS
Event Analysis
Network Analysis
Reporting
Submit Feedback
bsnyder
Map Layers
Bar Chart
Pie Chart
2D Chart
Layers
Events
Crash
Violation
Reference
Hospital
School
Fire Department
Police Station
Base Map
Cartographic
Aerial
Hybrid
Grayscale
Save
NW 140th St
NW 128th Pl
Crash Info
HSMV Report # 86296887
Agency Report # 15011448
Agency Name Alachua PD
Crash Date 11/3/2015
Crash Time 1:30 PM
City Alachua
100m
300ft
N
HSMV Report # | Agency Report # | Reporting Agency | Form Type | Crash Date | Crash Time
87813896 | 18005221 | Alachua PD | Long | 5/31/2018 | 10:22 AM
86819054 | 17007528 | Alachua PD | Long | 7/27/2017 | 8:44 AM
87400751 | 18004952 | Alachua PD | Long | 5/25/2018 | 3:02 PM
86296887 | 15011448 | Alachua PD | Short | 11/3/2015 | 1:30 PM
Showing: All (7) / Mapped (7) / Selected (0)
Retrieved 7 (7 Mapped)
Crashes
Violations
Time, Place and Agency
Date/Time
Date Range
• 1/1/2013 - 10/29/2018
Day of Week
• All
Time of Day
• All
Geographic Area
Geographic Extent
• Current Map Extent
Reporting Agency
Reporting Agency
• All
Crash Filters
Street Network
Network Extent
• None
Database
DHSMV Report No.
DHSMV Report Number(s):
Crashes
• All Crashes
Form Type
• All
DHSMV Codeable Crashes
• All
Participants
Driver Gender
• All
Driver Age
• All
Pedestrian Age
• All
Cyclist Age
Hide Unused Filters
Search
Clear
Query Filters

HCS7 Warrants Report

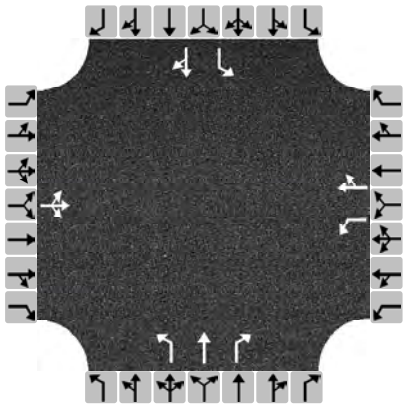
Project Information

Analyst	Brian Snyder	Date	11/26/2018
Agency	CHW Consultants	Analysis Year	2020
Jurisdiction	Alachua County	Time Period Analyzed	7AM to 7PM
Project Description	140th and 128th Opening Year		

General

Major Street Direction	North-South	Population < 10,000	No
Starting Time Interval	7	Coordinated Signal System	No
Median Type	Undivided	Crashes (crashes/year)	1
Major Street Speed (mi/h)	45	Adequate Trials of Crash Exp. Alt.	No
Nearest Signal (ft)	7444		

Geometry and Traffic



Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Number of Lanes, N	0	1	0	1	1	0	1	1	1	1	1	0
Lane Usage		LTR		L	TR		L	T	R	L	TR	
Vehicle Volumes Averages (veh/h)	2	0	1	69	0	10	1	196	81	10	265	3
Pedestrian Averages (peds/h)	0			0			0			0		
Gap Averages (gaps/h)	0			0			0			0		
Delay (s/veh)	2.6			3.0			0.0			0.0		
Delay (veh-hrs)	0.0			0.1			0.0			0.0		

School Crossing and Roadway Network

Number of Students in Highest Hour	0	Two or More Major Routes	No
Number of Adequate Gaps in Period	0	Weekend Counts	No
Number of Minutes in Period	0	5-year Growth Factor (%)	0

Railroad Crossing

Grade Crossing Approach	None	Rail Traffic (trains/day)	0
Highest Volume Hour with Trains	Unknown	High Occupancy Buses (%)	0
Distance to Stop Line (ft)		Tractor-Trailer Trucks (%)	4

Copyright © 2018 University of Florida. All Rights Reserved.

HCS7 Warrants Report

Volume Summary

Hour	Major Volume	Minor Volume	Total Volume	Peds/h	Gaps/h	1A (70%)	1A (56%)	1B (70%)	1B (56%)	2 (70%)	3A (70%)	3B (70%)	4A (70%)	4B (70%)
07 - 08	899	67	977	0	0	No	No	No	Yes	No	No	No	No	No
08 - 09	918	52	978	0	0	No	No	No	No	No	No	No	No	No
09 - 10	682	52	741	0	0	No	No	No	No	No	No	No	No	No
10 - 11	485	52	540	0	0	No	No	No	No	No	No	No	No	No
11 - 12	426	52	479	0	0	No	No	No	No	No	No	No	No	No
12 - 13	461	52	516	0	0	No	No	No	No	No	No	No	No	No
13 - 14	380	98	478	0	0	No	No	No	No	No	No	No	No	No
14 - 15	362	98	462	0	0	No	No	No	No	No	No	No	No	No
15 - 16	462	98	564	0	0	No	No	No	No	No	No	No	No	No
16 - 17	541	98	643	0	0	No	No	No	Yes	No	No	No	No	No
17 - 18	635	134	777	0	0	No	Yes	Yes	Yes	No	No	No	No	No
18 - 19	449	98	550	0	0	No	No	No	No	No	No	No	No	No
Total	6700	951	7705	0	0	0	1	1	3	0	0	0	0	0

Warrants

Warrant 1: Eight-Hour Vehicular Volume	
A. Minimum Vehicular Volumes (Both major approaches --and-- higher minor approach) --or--	
B. Interruption of Continuous Traffic (Both major approaches --and-- higher minor approach) --or--	
56% Vehicular --and-- Interruption Volumes (Both major approaches --and-- higher minor approach)	
Warrant 2: Four-Hour Vehicular Volume	
Four-Hour Vehicular Volume (Both major approaches --and-- higher minor approach)	
Warrant 3: Peak Hour	
A. Peak-Hour Conditions (Minor delay -- and-- minor volume --and-- total volume) --or--	
B. Peak-Hour Vehicular Volumes (Both major approaches --and-- higher minor approach)	
Warrant 4: Pedestrian Volume	
A. Four Hour Volumes --or--	
B. One-Hour Volumes	
Warrant 5: School Crossing	
Gaps Same Period --and--	
Student Volumes	
Nearest Traffic Control Signal (optional)	✓
Warrant 6: Coordinated Signal System	
Degree of Platooning (Predominant direction or both directions)	
Warrant 7: Crash Experience	
A. Adequate trials of alternatives, observance and enforcement failed --and--	
B. Reported crashes susceptible to correction by signal (12-month period) --and--	
C. 56% Volumes for Warrants 1A, 1B, --or-- 4 are satisfied	
Warrant 8: Roadway Network	
A. Weekday Volume (Peak hour total --and-- projected warrants 1, 2, or 3) --or--	
B. Weekend Volume (Five hours total)	
Warrant 9: Grade Crossing	
A. Grade Crossing within 140 ft --and--	
B. Peak-Hour Vehicular Volumes	

Copyright © 2018 University of Florida. All Rights Reserved.

HCS7 Warrants Report

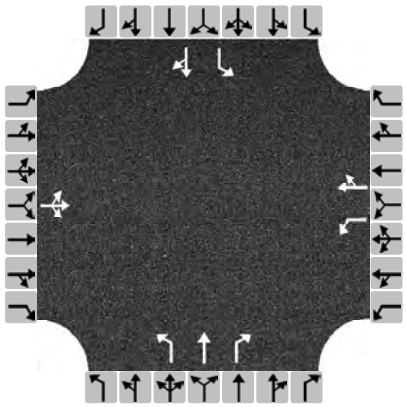
Project Information

Analyst	Brian Snyder	Date	11/26/2018
Agency	CHW Consultants	Analysis Year	2030
Jurisdiction	Alachua County	Time Period Analyzed	7AM to 7PM
Project Description	140th and 128th 50% **Year 2030**		

General

Major Street Direction	North-South	Population < 10,000	No
Starting Time Interval	7	Coordinated Signal System	No
Median Type	Undivided	Crashes (crashes/year)	1
Major Street Speed (mi/h)	45	Adequate Trials of Crash Exp. Alt.	No
Nearest Signal (ft)	7444		

Geometry and Traffic



Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Number of Lanes, N	0	1	0	1	1	0	1	1	1	1	1	0
Lane Usage		LTR		L	TR		L	T	R	L	TR	
Vehicle Volumes Averages (veh/h)	2	0	1	104	0	209	1	217	117	205	293	3
Pedestrian Averages (peds/h)	0			0			0			0		
Gap Averages (gaps/h)	0			0			0			0		
Delay (s/veh)	10.8			9.3			0.0			0.4		
Delay (veh-hrs)	0.0			0.7			0.0			0.1		

School Crossing and Roadway Network

Number of Students in Highest Hour	0	Two or More Major Routes	No
Number of Adequate Gaps in Period	0	Weekend Counts	No
Number of Minutes in Period	0	5-year Growth Factor (%)	0

Railroad Crossing

Grade Crossing Approach	None	Rail Traffic (trains/day)	0
Highest Volume Hour with Trains	Unknown	High Occupancy Buses (%)	0
Distance to Stop Line (ft)		Tractor-Trailer Trucks (%)	4

Copyright © 2018 University of Florida. All Rights Reserved.

HCS7 Warrants Report

Volume Summary

Hour	Major Volume	Minor Volume	Total Volume	Peds/h	Gaps/h	1A (70%)	1A (56%)	1B (70%)	1B (56%)	2 (70%)	3A (70%)	3B (70%)	4A (70%)	4B (70%)
07 - 08	1499	123	1633	0	0	No	Yes	Yes	Yes	Yes	No	Yes	No	No
08 - 09	1372	122	1502	0	0	No	Yes	Yes	Yes	Yes	No	Yes	No	No
09 - 10	1027	147	1181	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
10 - 11	700	169	872	0	0	Yes	Yes	Yes	Yes	Yes	No	No	No	No
11 - 12	637	316	954	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
12 - 13	801	375	1179	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
13 - 14	754	305	1059	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
14 - 15	593	295	890	0	0	Yes	Yes	No	Yes	Yes	No	No	No	No
15 - 16	648	399	1051	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
16 - 17	705	581	1290	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
17 - 18	792	672	1472	0	0	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
18 - 19	536	270	809	0	0	Yes	Yes	No	Yes	Yes	No	No	No	No
Total	10064	3774	13892	0	0	10	12	10	12	12	1	9	0	0

Warrants

Warrant 1: Eight-Hour Vehicular Volume	✔
A. Minimum Vehicular Volumes (Both major approaches --and-- higher minor approach) --or--	✓
B. Interruption of Continuous Traffic (Both major approaches --and-- higher minor approach) --or--	✓
56% Vehicular --and-- Interruption Volumes (Both major approaches --and-- higher minor approach)	✓
Warrant 2: Four-Hour Vehicular Volume	✔
Four-Hour Vehicular Volume (Both major approaches --and-- higher minor approach)	✓
Warrant 3: Peak Hour	✔
A. Peak-Hour Conditions (Minor delay -- and-- minor volume --and-- total volume) --or--	✓
B. Peak-Hour Vehicular Volumes (Both major approaches --and-- higher minor approach)	✓
Warrant 4: Pedestrian Volume	
A. Four Hour Volumes --or--	
B. One-Hour Volumes	
Warrant 5: School Crossing	
Gaps Same Period --and--	
Student Volumes	
Nearest Traffic Control Signal (optional)	✓
Warrant 6: Coordinated Signal System	
Degree of Platooning (Predominant direction or both directions)	
Warrant 7: Crash Experience	
A. Adequate trials of alternatives, observance and enforcement failed --and--	
B. Reported crashes susceptible to correction by signal (12-month period) --and--	
C. 56% Volumes for Warrants 1A, 1B, --or-- 4 are satisfied	✓
Warrant 8: Roadway Network	
A. Weekday Volume (Peak hour total --and-- projected warrants 1, 2, or 3) --or--	
B. Weekend Volume (Five hours total)	
Warrant 9: Grade Crossing	
A. Grade Crossing within 140 ft --and--	
B. Peak-Hour Vehicular Volumes	

Copyright © 2018 University of Florida. All Rights Reserved.

HCS7 Warrants Report

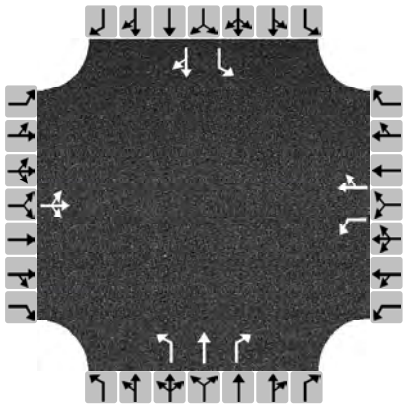
Project Information

Analyst	Sophia Semensky	Date	11/9/2018
Agency	CHW Consultants	Analysis Year	2040
Jurisdiction	Alachua County	Time Period Analyzed	7AM to 7PM
Project Description	140th and 128th Build-Out	**Design year 2040**	

General

Major Street Direction	North-South	Population < 10,000	No
Starting Time Interval	7	Coordinated Signal System	No
Median Type	Undivided	Crashes (crashes/year)	1
Major Street Speed (mi/h)	45	Adequate Trials of Crash Exp. Alt.	No
Nearest Signal (ft)	7444		

Geometry and Traffic



Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Number of Lanes, N	0	1	0	1	1	0	1	1	1	1	1	0
Lane Usage		LTR		L	TR		L	T	R	L	TR	
Vehicle Volumes Averages (veh/h)	2	0	1	141	0	419	2	240	154	410	323	3
Pedestrian Averages (peds/h)	0			0			0			0		
Gap Averages (gaps/h)	0			0			0			0		
Delay (s/veh)	60.8			103.5			0.0			0.9		
Delay (veh-hrs)	0.1			12.0			0.0			0.3		

School Crossing and Roadway Network

Number of Students in Highest Hour	0	Two or More Major Routes	No
Number of Adequate Gaps in Period	0	Weekend Counts	No
Number of Minutes in Period	0	5-year Growth Factor (%)	0

Railroad Crossing

Grade Crossing Approach	None	Rail Traffic (trains/day)	0
Highest Volume Hour with Trains	Unknown	High Occupancy Buses (%)	0
Distance to Stop Line (ft)		Tractor-Trailer Trucks (%)	4

Copyright © 2018 University of Florida. All Rights Reserved.

HCS7 Warrants Report

Volume Summary

Hour	Major Volume	Minor Volume	Total Volume	Peds/h	Gaps/h	1A (70%)	1A (56%)	1B (70%)	1B (56%)	2 (70%)	3A (70%)	3B (70%)	4A (70%)	4B (70%)
07 - 08	2120	189	2320	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
08 - 09	1846	202	2056	0	0	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
09 - 10	1388	252	1647	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
10 - 11	926	296	1225	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
11 - 12	861	592	1454	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
12 - 13	1154	711	1868	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
13 - 14	1144	522	1666	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
14 - 15	839	503	1344	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
15 - 16	850	710	1564	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
16 - 17	884	1075	1963	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
17 - 18	966	1221	2195	0	0	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
18 - 19	634	452	1089	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
Total	13612	6725	20391	0	0	12	12	12	12	12	2	12	0	0

Warrants

Warrant 1: Eight-Hour Vehicular Volume	✔
A. Minimum Vehicular Volumes (Both major approaches --and-- higher minor approach) --or--	✓
B. Interruption of Continuous Traffic (Both major approaches --and-- higher minor approach) --or--	✓
56% Vehicular --and-- Interruption Volumes (Both major approaches --and-- higher minor approach)	✓
Warrant 2: Four-Hour Vehicular Volume	✔
Four-Hour Vehicular Volume (Both major approaches --and-- higher minor approach)	✓
Warrant 3: Peak Hour	✔
A. Peak-Hour Conditions (Minor delay -- and-- minor volume --and-- total volume) --or--	✓
B. Peak-Hour Vehicular Volumes (Both major approaches --and-- higher minor approach)	✓
Warrant 4: Pedestrian Volume	
A. Four Hour Volumes --or--	
B. One-Hour Volumes	
Warrant 5: School Crossing	
Gaps Same Period --and--	
Student Volumes	
Nearest Traffic Control Signal (optional)	✓
Warrant 6: Coordinated Signal System	
Degree of Platooning (Predominant direction or both directions)	
Warrant 7: Crash Experience	
A. Adequate trials of alternatives, observance and enforcement failed --and--	
B. Reported crashes susceptible to correction by signal (12-month period) --and--	
C. 56% Volumes for Warrants 1A, 1B, --or-- 4 are satisfied	✓
Warrant 8: Roadway Network	
A. Weekday Volume (Peak hour total --and-- projected warrants 1, 2, or 3) --or--	
B. Weekend Volume (Five hours total)	
Warrant 9: Grade Crossing	
A. Grade Crossing within 140 ft --and--	
B. Peak-Hour Vehicular Volumes	

Copyright © 2018 University of Florida. All Rights Reserved.

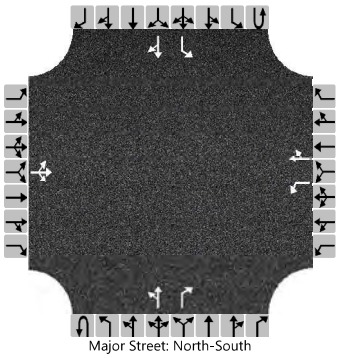
Appendix F:
Operational Analysis Results

Opening Year 2020

HCS7 Two-Way Stop-Control Report

General Information		Site Information	
Analyst	Brian Snyder	Intersection	NW 140th at NW 128th Pl
Agency/Co.	CHW Consultants	Jurisdiction	Alachua County
Date Performed	11/26/2018	East/West Street	NW 128th Pl
Analysis Year	2020	North/South Street	NW 140th St
Time Analyzed	AM 2020 Opening Year	Peak Hour Factor	0.98
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	San Felasco Parkway		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		1	1	0	0	0	1	1	0	1	1	0
Configuration			LTR			L		TR		LT		R		L		TR
Volume (veh/h)		6	0	2		42	0	10		2	269	102		10	534	1
Percent Heavy Vehicles (%)		0	0	0		0	0	0		2				8		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized									No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.12				4.18		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.22				2.27		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			8			43		10		2				10		
Capacity, c (veh/h)			294			281		769		1023				1148		
v/c Ratio			0.03			0.15		0.01		0.00				0.01		
95% Queue Length, Q_{95} (veh)			0.1			0.5		0.0		0.0				0.0		
Control Delay (s/veh)			17.6			20.1		9.7		8.5				8.2		
Level of Service (LOS)			C			C		A		A				A		
Approach Delay (s/veh)	17.6				18.1				0.1				0.1			
Approach LOS	C				C											

Copyright © 2018 University of Florida. All Rights Reserved.

HCS7 Two-Way Stop-Control Report

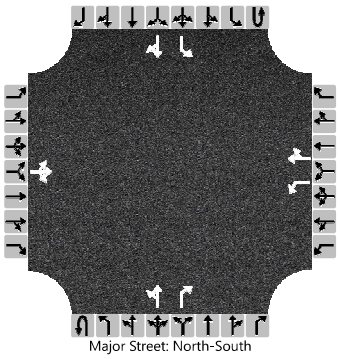
General Information

Analyst	Brian Snyder
Agency/Co.	CHW Consultants
Date Performed	11/26/2018
Analysis Year	2020
Time Analyzed	PM Peak Hr 2020 Build-out
Intersection Orientation	North-South
Project Description	San Felasco Parkway

Site Information

Intersection	NW 140th at NW 128th Pl
Jurisdiction	Alachua County
East/West Street	NW 128th Pl
North/South Street	NW 140th St
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		1	1	0	0	0	1	1	0	1	1	0
Configuration			LTR			L		TR		LT		R		L		TR
Volume (veh/h)		5	0	2		123	0	10		3	265	63		10	306	8
Percent Heavy Vehicles (%)		0	0	0		0	0	0		2				1		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized									No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.12				4.11		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.22				2.21		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			8			132		11		3				11		
Capacity, c (veh/h)			416			382		759		1222				1212		
v/c Ratio			0.02			0.35		0.01		0.00				0.01		
95% Queue Length, Q_{95} (veh)			0.1			1.5		0.0		0.0				0.0		
Control Delay (s/veh)			13.8			19.3		9.8		8.0				8.0		
Level of Service (LOS)			B			C		A		A				A		
Approach Delay (s/veh)	13.8				18.6				0.1				0.2			
Approach LOS	B				C											

Copyright © 2018 University of Florida. All Rights Reserved.

Year 2030

HCS7 Two-Way Stop-Control Report

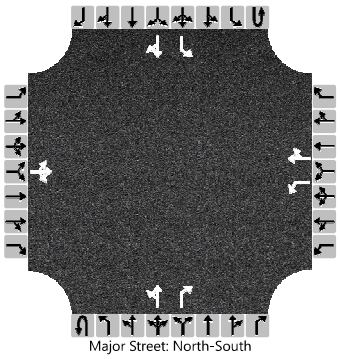
General Information

Analyst	Sophia Semensky
Agency/Co.	CHW Consultants
Date Performed	11/26/2018
Analysis Year	2030
Time Analyzed	AM 2030 50% Build-out
Intersection Orientation	North-South
Project Description	San Felasco Parkway

Site Information

Intersection	NW 140th at NW 128th Pl
Jurisdiction	Alachua County
East/West Street	NW 128th Pl
North/South Street	NW 140th St
Peak Hour Factor	0.98
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		1	1	0	0	0	1	1	0	1	1	0
Configuration			LTR			L		TR		LT		R		L		TR
Volume (veh/h)		6	0	2		55	0	67		2	297	157		326	589	1
Percent Heavy Vehicles (%)		0	0	0		0	0	0		2				8		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized									No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.12				4.18		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.22				2.27		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			8			56		68		2				333		
Capacity, c (veh/h)			66			68		741		975				1067		
v/c Ratio			0.12			0.83		0.09		0.00				0.31		
95% Queue Length, Q_{95} (veh)			0.4			3.9		0.3		0.0				1.3		
Control Delay (s/veh)			66.6			165.0		10.3		8.7				9.9		
Level of Service (LOS)			F			F		B		A				A		
Approach Delay (s/veh)	66.6				80.1				0.1				3.5			
Approach LOS	F				F											

Copyright © 2018 University of Florida. All Rights Reserved.

HCS7 Two-Way Stop-Control Report

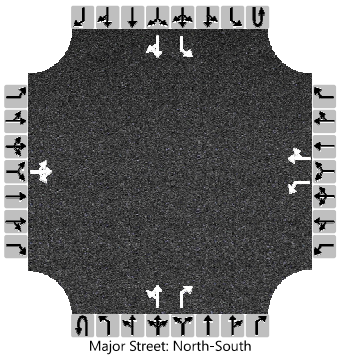
General Information

Analyst	Sophia Semensky
Agency/Co.	CHW Consultants
Date Performed	11/26/2018
Analysis Year	2030
Time Analyzed	PM Peak 2030 50% Buildout
Intersection Orientation	North-South
Project Description	San Felasco Parkway

Site Information

Intersection	NW 140th at NW 128th Pl
Jurisdiction	Alachua County
East/West Street	NW 128th Pl
North/South Street	NW 140th St
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		1	1	0	0	0	1	1	0	1	1	0
Configuration			LTR			L		TR		LT		R		L		TR
Volume (veh/h)		5	0	2		200	0	471		3	293	82		90	338	9
Percent Heavy Vehicles (%)		0	0	0		0	0	0		2				1		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized									No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.12				4.11		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.22				2.21		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			8			215		506		3				97		
Capacity, c (veh/h)			66			249		730		1185				1161		
v/c Ratio			0.11			0.86		0.69		0.00				0.08		
95% Queue Length, Q_{95} (veh)			0.4			7.1		5.7		0.0				0.3		
Control Delay (s/veh)			66.8			69.4		20.3		8.0				8.4		
Level of Service (LOS)			F			F		C		A				A		
Approach Delay (s/veh)	66.8				34.9				0.1				1.7			
Approach LOS	F				D											

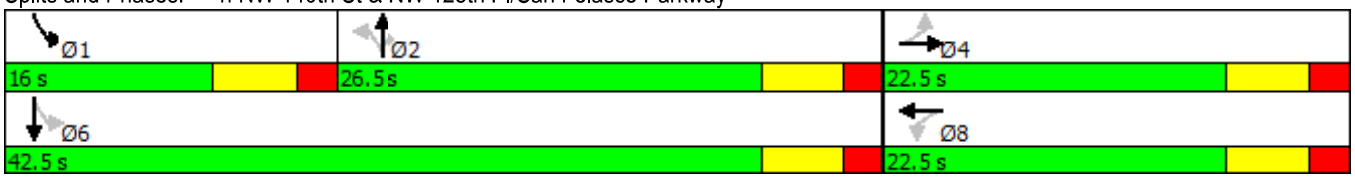
Copyright © 2018 University of Florida. All Rights Reserved.

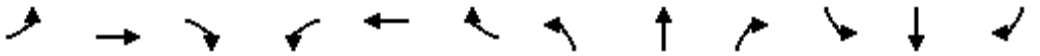
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	6	0	2	55	0	67	2	297	157	326	589	1
Future Volume (vph)	6	0	2	55	0	67	2	297	157	326	589	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	300		0	0		0
Storage Lanes	0		0	1		0	1		1	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.966			0.850				0.850			
Flt Protected		0.964		0.950			0.950			0.950		
Satd. Flow (prot)	0	1769	0	1719	1538	0	1770	1863	1583	1671	1759	0
Flt Permitted		0.729		0.744			0.413			0.374		
Satd. Flow (perm)	0	1338	0	1346	1538	0	769	1863	1583	658	1759	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		151			518				194			
Link Speed (mph)		25			30			45			45	
Link Distance (ft)		801			940			813			905	
Travel Time (s)		21.8			21.4			12.3			13.7	
Peak Hour Factor	0.40	0.40	0.40	0.85	0.85	0.85	0.81	0.81	0.81	0.89	0.89	0.89
Heavy Vehicles (%)	0%	0%	0%	5%	5%	5%	2%	2%	2%	8%	8%	8%
Adj. Flow (vph)	15	0	5	65	0	79	2	367	194	366	662	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	20	0	65	79	0	2	367	194	366	663	0
Turn Type	Perm	NA		Perm	NA		Perm	NA	Perm	pm+pt	NA	
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8			2		2	6		
Detector Phase	4	4		8	8		2	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0	5.0	5.0	5.0	
Minimum Split (s)	22.5	22.5		22.5	22.5		22.5	22.5	22.5	16.0	22.5	
Total Split (s)	22.5	22.5		22.5	22.5		26.5	26.5	26.5	16.0	42.5	
Total Split (%)	34.6%	34.6%		34.6%	34.6%		40.8%	40.8%	40.8%	24.6%	65.4%	
Maximum Green (s)	16.5	16.5		16.5	16.5		20.5	20.5	20.5	10.0	36.5	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)		6.0		6.0	6.0		6.0	6.0	6.0	6.0	6.0	
Lead/Lag							Lag	Lag	Lag	Lead		
Lead-Lag Optimize?							Yes	Yes	Yes	Yes		
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0	3.0	3.0	
Recall Mode	None	None		None	None		Max	Max	Max	None	Max	
Act Effct Green (s)		8.1		8.1	8.1		21.8	21.8	21.8	37.0	38.6	
Actuated g/C Ratio		0.15		0.15	0.15		0.40	0.40	0.40	0.68	0.71	
v/c Ratio		0.06		0.32	0.12		0.01	0.49	0.26	0.59	0.53	
Control Delay		0.4		26.1	0.4		13.0	17.3	3.7	9.3	7.9	
Queue Delay		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay		0.4		26.1	0.4		13.0	17.3	3.7	9.3	7.9	
LOS		A		C	A		B	B	A	A	A	
Approach Delay		0.4			12.0			12.6			8.4	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach LOS		A			B			B			A	
Queue Length 50th (ft)		0		20	0		0	95	0	46	103	
Queue Length 95th (ft)		0		47	0		4	157	27	98	215	
Internal Link Dist (ft)		721			860			733			825	
Turn Bay Length (ft)							300					
Base Capacity (vph)		516		414	831		307	745	749	636	1247	
Starvation Cap Reductn		0		0	0		0	0	0	0	0	
Spillback Cap Reductn		0		0	0		0	0	0	0	0	
Storage Cap Reductn		0		0	0		0	0	0	0	0	
Reduced v/c Ratio		0.04		0.16	0.10		0.01	0.49	0.26	0.58	0.53	

Intersection Summary			
Area Type:	Other		
Cycle Length: 65			
Actuated Cycle Length: 54.4			
Natural Cycle: 65			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.59			
Intersection Signal Delay: 10.0		Intersection LOS: A	
Intersection Capacity Utilization 55.8%		ICU Level of Service B	
Analysis Period (min) 15			

Splits and Phases: 4: NW 140th St & NW 128th Pl/San Felasco Parkway





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	0	2	200	0	471	3	293	82	90	338	9
Future Volume (vph)	5	0	2	200	0	471	3	293	82	90	338	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	300		0	0		0
Storage Lanes	0		0	1		0	1		1	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.966			0.850				0.850		0.996	
Flt Protected		0.964		0.950			0.950			0.950		
Satd. Flow (prot)	0	1769	0	1770	1583	0	1770	1863	1583	1787	1874	0
Flt Permitted		0.495		0.750			0.538			0.438		
Satd. Flow (perm)	0	909	0	1397	1583	0	1002	1863	1583	824	1874	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		149			456				149		3	
Link Speed (mph)		25			35			45			45	
Link Distance (ft)		801			940			813			905	
Travel Time (s)		21.8			18.3			12.3			13.7	
Peak Hour Factor	0.58	0.58	0.58	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	0%	0%	0%	2%	2%	2%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	9	0	3	217	0	512	3	318	89	98	367	10
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	12	0	217	512	0	3	318	89	98	377	0
Turn Type	Perm	NA		Perm	NA		Perm	NA	Perm	pm+pt	NA	
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8			2		2	6		
Detector Phase	4	4		8	8		2	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0	5.0	5.0	5.0	
Minimum Split (s)	24.0	24.0		24.0	24.0		20.0	20.0	20.0	9.5	24.0	
Total Split (s)	24.0	24.0		24.0	24.0		21.5	21.5	21.5	9.5	31.0	
Total Split (%)	43.6%	43.6%		43.6%	43.6%		39.1%	39.1%	39.1%	17.3%	56.4%	
Maximum Green (s)	18.0	18.0		18.0	18.0		15.5	15.5	15.5	5.0	25.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	3.5	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	1.0	2.0	
Lost Time Adjust (s)		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)		6.0		6.0	6.0		6.0	6.0	6.0	4.5	6.0	
Lead/Lag							Lag	Lag	Lag	Lead		
Lead-Lag Optimize?							Yes	Yes	Yes	Yes		
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0	3.0	3.0	
Recall Mode	None	None		None	None		Max	Max	Max	None	Max	
Act Effct Green (s)		13.6		13.6	13.6		19.8	19.8	19.8	26.7	25.2	
Actuated g/C Ratio		0.27		0.27	0.27		0.39	0.39	0.39	0.52	0.50	
v/c Ratio		0.03		0.58	0.68		0.01	0.44	0.13	0.19	0.41	
Control Delay		0.1		22.6	7.9		14.3	17.1	1.6	8.3	10.8	
Queue Delay		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay		0.1		22.6	7.9		14.3	17.1	1.6	8.3	10.8	
LOS		A		C	A		B	B	A	A	B	
Approach Delay		0.1			12.3			13.7			10.2	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach LOS		A			B			B			B	
Queue Length 50th (ft)		0		55	13		1	81	0	14	67	
Queue Length 95th (ft)		0		109	76		6	159	11	37	137	
Internal Link Dist (ft)		721			860			733			825	
Turn Bay Length (ft)							300					
Base Capacity (vph)		419		497	857		389	725	707	527	928	
Starvation Cap Reductn		0		0	0		0	0	0	0	0	
Spillback Cap Reductn		0		0	0		0	0	0	0	0	
Storage Cap Reductn		0		0	0		0	0	0	0	0	
Reduced v/c Ratio		0.03		0.44	0.60		0.01	0.44	0.13	0.19	0.41	

Intersection Summary			
Area Type:	Other		
Cycle Length: 55			
Actuated Cycle Length: 50.9			
Natural Cycle: 55			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.68			
Intersection Signal Delay: 12.0		Intersection LOS: B	
Intersection Capacity Utilization 66.7%		ICU Level of Service C	
Analysis Period (min) 15			

Splits and Phases: 4: NW 140th St & NW 128th Pl/San Felasco Parkway

Design Year 2040

HCS7 Two-Way Stop-Control Report

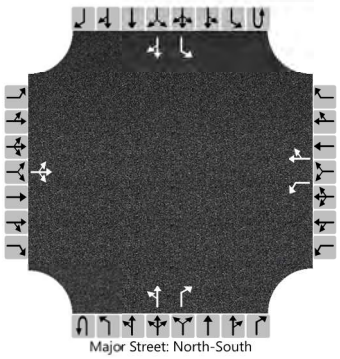
General Information

Analyst	Sophia Semensky
Agency/Co.	CHW Consultants
Date Performed	11/15/2018
Analysis Year	2040
Time Analyzed	AM 2040 Build-out
Intersection Orientation	North-South
Project Description	San Felasco Parkway

Site Information

Intersection	NW 140th at NW 128th Pl
Jurisdiction	Alachua County
East/West Street	NW 128th Pl
North/South Street	NW 140th St
Peak Hour Factor	0.98
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		1	1	0	0	0	1	1	0	1	1	0
Configuration			LTR			L		TR		LT		R		L		TR
Volume (veh/h)		6	0	2		69	0	133		2	329	212		651	651	1
Percent Heavy Vehicles (%)		0	0	0		0	0	0		2				8		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized									No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.12				4.18		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.22				2.27		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			8			70		136		2				664		
Capacity, c (veh/h)			10			12		711		924				989		
v/c Ratio			0.85			5.93		0.19		0.00				0.67		
95% Queue Length, Q_{95} (veh)			1.7			10.0		0.7		0.0				5.4		
Control Delay (s/veh)			729.3			2844.8		11.3		8.9				15.8		
Level of Service (LOS)			F			F		B		A				C		
Approach Delay (s/veh)	729.3				979.1				0.0				7.9			
Approach LOS	F				F											

Copyright © 2018 University of Florida. All Rights Reserved.

HCS7 Two-Way Stop-Control Report

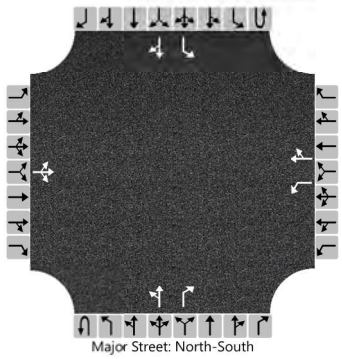
General Information

Analyst	Sophia Semensky
Agency/Co.	CHW Consultants
Date Performed	11/15/2018
Analysis Year	2040
Time Analyzed	PM Peak Hr 2040 Build-out
Intersection Orientation	North-South
Project Description	San Felasco Parkway

Site Information

Intersection	NW 140th at NW 128th Pl
Jurisdiction	Alachua County
East/West Street	NW 128th Pl
North/South Street	NW 140th St
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		1	1	0	0	0	1	1	0	1	1	0
Configuration			LTR			L		TR		LT		R		L		TR
Volume (veh/h)		5	0	2		279	0	941		4	324	101		179	373	10
Percent Heavy Vehicles (%)		0	0	0		0	0	0		2				1		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized									No							
Median Type | Storage	Undivided															

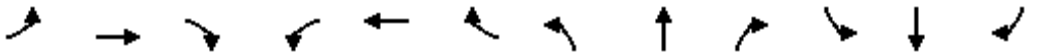
Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.12				4.11		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.22				2.21		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			8			300		1012		4				192		
Capacity, c (veh/h)						152		699		1147				1109		
v/c Ratio						1.97		1.45		0.00				0.17		
95% Queue Length, Q_{95} (veh)						23.3		47.1		0.0				0.6		
Control Delay (s/veh)						508.2		226.7		8.2				8.9		
Level of Service (LOS)						F		F		A				A		
Approach Delay (s/veh)					291.1				0.1				2.8			
Approach LOS					F											

Copyright © 2018 University of Florida. All Rights Reserved.



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	6	0	2	69	0	133	2	329	212	651	651	1
Future Volume (vph)	6	0	2	69	0	133	2	329	212	651	651	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	300		0	0		0
Storage Lanes	0		0	1		0	1		1	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.966			0.850				0.850			
Flt Protected		0.964		0.950			0.950			0.950		
Satd. Flow (prot)	0	1769	0	1719	1538	0	1770	1863	1583	1671	1759	0
Flt Permitted		0.524		0.744			0.387			0.206		
Satd. Flow (perm)	0	962	0	1346	1538	0	721	1863	1583	362	1759	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		182			735				262			
Link Speed (mph)		25			30			45			45	
Link Distance (ft)		801			940			813			905	
Travel Time (s)		21.8			21.4			12.3			13.7	
Peak Hour Factor	0.40	0.40	0.40	0.85	0.85	0.85	0.81	0.81	0.81	0.89	0.89	0.89
Heavy Vehicles (%)	0%	0%	0%	5%	5%	5%	2%	2%	2%	8%	8%	8%
Adj. Flow (vph)	15	0	5	81	0	156	2	406	262	731	731	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	20	0	81	156	0	2	406	262	731	732	0
Turn Type	Perm	NA		Perm	NA		Perm	NA	Perm	pm+pt	NA	
Protected Phases		4			8			2		1 9	6	
Permitted Phases	4			8			2		2	6		
Detector Phase	4	4		8	8		2	2	2	1 9	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0	5.0		5.0	
Minimum Split (s)	14.0	14.0		14.0	14.0		22.5	22.5	22.5		22.5	
Total Split (s)	14.0	14.0		14.0	14.0		27.0	27.0	27.0		76.0	
Total Split (%)	15.6%	15.6%		15.6%	15.6%		30.0%	30.0%	30.0%		84.4%	
Maximum Green (s)	8.0	8.0		8.0	8.0		21.0	21.0	21.0		70.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0		4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0		2.0	
Lost Time Adjust (s)		0.0		0.0	0.0		0.0	0.0	0.0		0.0	
Total Lost Time (s)		6.0		6.0	6.0		6.0	6.0	6.0		6.0	
Lead/Lag							Lag	Lag	Lag			
Lead-Lag Optimize?							Yes	Yes	Yes			
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0		3.0	
Recall Mode	None	None		None	None		Max	Max	Max		Max	
Act Effct Green (s)		7.7		7.7	7.7		21.0	21.0	21.0	70.0	70.0	
Actuated g/C Ratio		0.09		0.09	0.09		0.23	0.23	0.23	0.78	0.78	
v/c Ratio		0.08		0.70	0.19		0.01	0.93	0.46	0.89	0.53	
Control Delay		0.6		72.1	0.5		27.0	64.7	6.7	25.1	5.4	
Queue Delay		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay		0.6		72.1	0.5		27.0	64.7	6.7	25.1	5.4	
LOS		A		E	A		C	E	A	C	A	
Approach Delay		0.6			25.0			41.9			15.3	

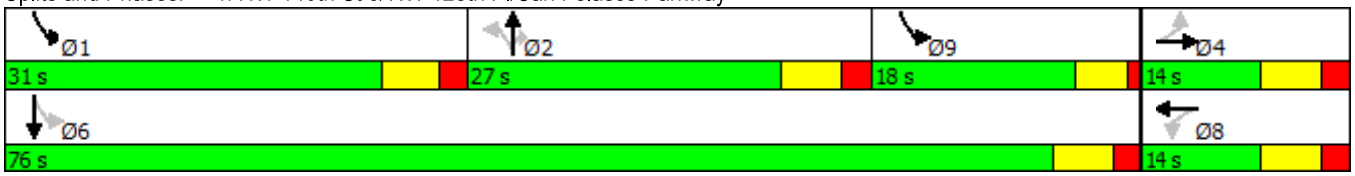
Lane Group	Ø1	Ø9
Lane Configurations		
Traffic Volume (vph)		
Future Volume (vph)		
Ideal Flow (vphpl)		
Storage Length (ft)		
Storage Lanes		
Taper Length (ft)		
Lane Util. Factor		
Frt		
Flt Protected		
Satd. Flow (prot)		
Flt Permitted		
Satd. Flow (perm)		
Right Turn on Red		
Satd. Flow (RTOR)		
Link Speed (mph)		
Link Distance (ft)		
Travel Time (s)		
Peak Hour Factor		
Heavy Vehicles (%)		
Adj. Flow (vph)		
Shared Lane Traffic (%)		
Lane Group Flow (vph)		
Turn Type		
Protected Phases	1	9
Permitted Phases		
Detector Phase		
Switch Phase		
Minimum Initial (s)	5.0	5.0
Minimum Split (s)	16.0	9.5
Total Split (s)	31.0	18.0
Total Split (%)	34%	20%
Maximum Green (s)	25.0	13.5
Yellow Time (s)	4.0	3.5
All-Red Time (s)	2.0	1.0
Lost Time Adjust (s)		
Total Lost Time (s)		
Lead/Lag	Lead	
Lead-Lag Optimize?	Yes	
Vehicle Extension (s)	3.0	3.0
Recall Mode	None	None
Act Effct Green (s)		
Actuated g/C Ratio		
v/c Ratio		
Control Delay		
Queue Delay		
Total Delay		
LOS		
Approach Delay		

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach LOS		A			C			D			B	
Queue Length 50th (ft)		0		46	0		1	227	0	135	122	
Queue Length 95th (ft)		0		#107	0		6	#337	40	#357	181	
Internal Link Dist (ft)		721			860			733			825	
Turn Bay Length (ft)							300					
Base Capacity (vph)		251		119	806		168	435	571	854	1372	
Starvation Cap Reductn		0		0	0		0	0	0	0	0	
Spillback Cap Reductn		0		0	0		0	0	0	0	0	
Storage Cap Reductn		0		0	0		0	0	0	0	0	
Reduced v/c Ratio		0.08		0.68	0.19		0.01	0.93	0.46	0.86	0.53	

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 89.7			
Natural Cycle: 90			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.93			
Intersection Signal Delay: 23.6		Intersection LOS: C	
Intersection Capacity Utilization 76.6%		ICU Level of Service D	
Analysis Period (min) 15			

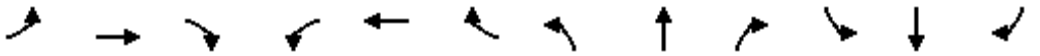
\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: NW 140th St & NW 128th Pl/San Felasco Parkway



Lane Group	Ø1	Ø9
Approach LOS		
Queue Length 50th (ft)		
Queue Length 95th (ft)		
Internal Link Dist (ft)		
Turn Bay Length (ft)		
Base Capacity (vph)		
Starvation Cap Reductn		
Spillback Cap Reductn		
Storage Cap Reductn		
Reduced v/c Ratio		

Intersection Summary



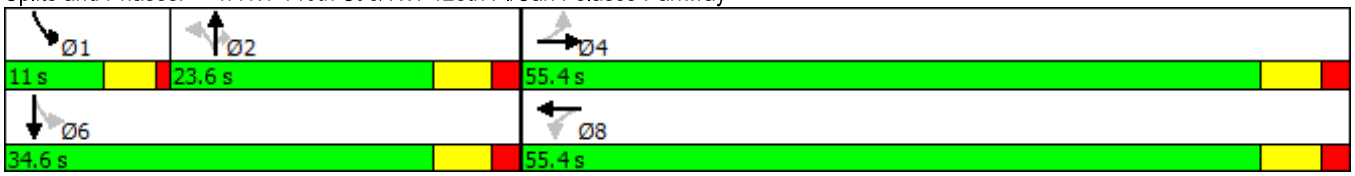
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	5	0	2	279	0	941	4	324	101	179	373	10
Future Volume (vph)	5	0	2	279	0	941	4	324	101	179	373	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	300		0	0		0
Storage Lanes	0		0	1		0	1		1	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.966			0.850				0.850		0.996	
Flt Protected		0.964		0.950			0.950			0.950		
Satd. Flow (prot)	0	1769	0	1770	1583	0	1770	1863	1583	1787	1874	0
Flt Permitted		0.605		0.750			0.476			0.181		
Satd. Flow (perm)	0	1110	0	1397	1583	0	887	1863	1583	340	1874	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		91			367				110		2	
Link Speed (mph)		25			35			45			45	
Link Distance (ft)		801			940			813			905	
Travel Time (s)		21.8			18.3			12.3			13.7	
Peak Hour Factor	0.58	0.58	0.58	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	0%	0%	0%	2%	2%	2%	2%	2%	2%	1%	1%	1%
Adj. Flow (vph)	9	0	3	303	0	1023	4	352	110	195	405	11
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	12	0	303	1023	0	4	352	110	195	416	0
Turn Type	Perm	NA		Perm	NA		Perm	NA	Perm	pm+pt	NA	
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8			2		2	6		
Detector Phase	4	4		8	8		2	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0	5.0	5.0	5.0	
Minimum Split (s)	24.0	24.0		24.0	24.0		20.0	20.0	20.0	9.5	24.0	
Total Split (s)	55.4	55.4		55.4	55.4		23.6	23.6	23.6	11.0	34.6	
Total Split (%)	61.6%	61.6%		61.6%	61.6%		26.2%	26.2%	26.2%	12.2%	38.4%	
Maximum Green (s)	49.4	49.4		49.4	49.4		17.6	17.6	17.6	6.5	28.6	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	3.5	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	1.0	2.0	
Lost Time Adjust (s)		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)		6.0		6.0	6.0		6.0	6.0	6.0	4.5	6.0	
Lead/Lag							Lag	Lag	Lag	Lead		
Lead-Lag Optimize?							Yes	Yes	Yes	Yes		
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0	3.0	3.0	
Recall Mode	None	None		None	None		Max	Max	Max	None	Max	
Act Effct Green (s)		49.4		49.4	49.4		17.6	17.6	17.6	30.1	28.6	
Actuated g/C Ratio		0.55		0.55	0.55		0.20	0.20	0.20	0.33	0.32	
v/c Ratio		0.02		0.40	0.99		0.02	0.97	0.28	0.89	0.70	
Control Delay		0.0		13.6	40.3		29.8	77.6	8.4	66.0	34.1	
Queue Delay		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay		0.0		13.6	40.3		29.8	77.6	8.4	66.0	34.1	
LOS		A		B	D		C	E	A	E	C	
Approach Delay					34.2			60.8			44.3	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Approach LOS					C			E			D	
Queue Length 50th (ft)		0		93	403		2	200	0	82	205	
Queue Length 95th (ft)		0		152	#742		11	#370	42	#179	310	
Internal Link Dist (ft)		721			860			733			825	
Turn Bay Length (ft)							300					
Base Capacity (vph)		650		766	1034		173	364	398	218	596	
Starvation Cap Reductn		0		0	0		0	0	0	0	0	
Spillback Cap Reductn		0		0	0		0	0	0	0	0	
Storage Cap Reductn		0		0	0		0	0	0	0	0	
Reduced v/c Ratio		0.02		0.40	0.99		0.02	0.97	0.28	0.89	0.70	

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Natural Cycle: 90			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.99			
Intersection Signal Delay: 41.7		Intersection LOS: D	
Intersection Capacity Utilization 99.0%		ICU Level of Service F	
Analysis Period (min) 15			

\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 4: NW 140th St & NW 128th Pl/San Felasco Parkway



HCS7 Roundabouts Report

General Information

Analyst	Sophia Semensky
Agency or Co.	CHW Consultants
Date Performed	11/16/2018
Analysis Year	2040
Time Analyzed	AM 2040 Build-Out
Project Description	San Felasco Parkway

Site Information

Intersection	NW 128th Pl at NW 140th S
E/W Street Name	NW 128th Pl
N/S Street Name	NW 140th St
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.98
Jurisdiction	Alachua County

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LTR				LTR				LTR	
Volume (V), veh/h	0	6	0	2	0	69	0	133	0	2	329	212	0	651	651	1
Percent Heavy Vehicles, %	0	0	0	0	0	0	0	0	2	2	2	2	8	8	8	8
Flow Rate (v_{PCE}), pc/h	0	6	0	2	0	70	0	136	0	2	342	221	0	717	717	1
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway (s)		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		8.00			206.00			565.00			1435.00	
Entry Volume veh/h		8.00			206.00			553.92			1328.70	
Circulating Flow (v_c), pc/h	1504			350			723			72		
Exiting Flow (v_{ex}), pc/h	938			3			484			789		
Capacity (c_{pce}), pc/h		297.61			965.69			660.10			1282.28	
Capacity (c), veh/h		297.61			965.69			647.15			1187.30	
v/c Ratio (x)		0.03			0.21			0.86			1.12	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		12.6			5.8			33.9			82.2	
Lane LOS		B			A			D			F	
95% Queue, veh		0.1			0.8			9.7			32.8	
Approach Delay, s/veh	12.6			5.8			33.9			82.2		
Approach LOS	B			A			D			F		
Intersection Delay, s/veh | LOS	61.7						F					

Copyright © 2018 University of Florida. All Rights Reserved.

HCS7 Roundabouts Report

General Information

Analyst	Sophia Semensky
Agency or Co.	CHW Consultants
Date Performed	11/16/2018
Analysis Year	2040
Time Analyzed	PM 2040 Build-Out
Project Description	San Felasco Parkway

Site Information

Intersection	NW 128th Pl NW 140th St
E/W Street Name	NW 128th Pl
N/S Street Name	NW 140th St
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.93
Jurisdiction	Alachua County

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LTR				LTR				LTR	
Volume (V), veh/h	0	5	0	2	0	279	0	941	0	4	324	101	0	179	373	10
Percent Heavy Vehicles, %	0	0	0	0	0	0	0	0	2	2	2	2	1	1	1	1
Flow Rate (v_{PCE}), pc/h	0	5	0	2	0	300	0	1012	0	4	355	111	0	194	405	11
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway (s)		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		7.00			1312.00			470.00			610.00	
Entry Volume veh/h		7.00			1312.00			460.78			603.96	
Circulating Flow (v_c), pc/h		899			364			199			304	
Exiting Flow (v_{ex}), pc/h		305			15			1372			707	
Capacity (c_{pce}), pc/h		551.63			952.00			1126.49			1012.08	
Capacity (c), veh/h		551.63			952.00			1104.40			1002.06	
v/c Ratio (x)		0.01			1.38			0.42			0.60	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		6.7			191.8			7.7			11.9	
Lane LOS		A			F			A			B	
95% Queue, veh		0.0			54.1			2.1			4.2	
Approach Delay, s/veh	6.7			191.8			7.7			11.9		
Approach LOS	A			F			A			B		
Intersection Delay, s/veh | LOS	110.1						F					

Copyright © 2018 University of Florida. All Rights Reserved.

SAN FELASCO VENTURES PROJECT (±251.42 ACRES)

ALACHUA COUNTY, FLORIDA

ECOLOGICAL SURVEY REPORT

Prepared For:

Gerry Dedenbach
Vice President
CHW Professional Consultants
11801 Research Drive
Alachua, FL 32615

May 28, 2021

Prepared by:

FLATWOODS Consulting Group
8306 Laurel Fair Circle•Suite 120
Tampa, FL 33610•813-600-5747

M. Camille Knight
Ecologist

Lee M. Walton
Senior Ecologist/Principal

Contents

1.0 INTRODUCTION 4
2.0 METHODOLOGY 4
2.1 Preliminary Review 4
2.2 Survey Methods 5
2.2.1 Wetland Delineation 5
2.2.2 Standard Listed Species Survey 5
2.2.3 Listed Plant Survey 5
3.0 RESULTS 5
3.1 Soil Descriptions 5
3.2 Existing Upland Communities 6
3.3 Existing Wetland Communities 6
3.4 Listed Species Survey Results 7
3.4.1 Florida Pine Snake 7
3.4.2 Gopher Tortoise 7
3.4.3 Little Blue Heron 7
3.4.4 Southeastern American Kestrel 8
3.4.5 Tricolored Heron 8
4.0 PROTECTED HABITATS AND WATERS 11
5.0 FEMA FLOODPLAIN 11
6.0 PERMITTING DISCUSSION 11
7.0 REFERENCES 13

Tables

Table 1 Protected Plants and Animals Potentially Occurring on the San Felasco Ventures Project in Alachua County, Florida 9

Figures

Aerial Map ..... Follows Text
Quad Map..... Follows Text
Location Map ..... Follows Text
Soil Map..... Follows Text
Land Use Map..... Follows Text
Ecological Survey Map..... Follows Text
FNAI/FWC Map ..... Follows Text
Protected Lands Map ..... Follows Text
Protected Waters Map ..... Follows Text
Floodplain Map ..... Follows Text
Photo Station Map..... Follows Text

Appendix

Photo Document..... Follows Text

1.0 INTRODUCTION

Flatwoods Consulting Group Inc. (Flatwoods) was retained by CHW Professional Consultants (Client) to conduct a jurisdictional wetland delineation for the approximate 251.42-acre San Felasco Ventures Project on May 19 and 21, 2021. The site is located east of County Road 241 and north and south of Progress Boulevard in Alachua, Florida. (Location Map). The site consists of Parcel ID No. 03970-000-000 and 03929-000-000, according to the Alachua County Property Appraiser and is in Sections 23 and 26, Township 8 South, and Range 18 East (Quad Map).

2.0 METHODOLOGY

The following sections describe the methods used by Flatwoods to determine the wetland limits and the potential presence of listed wildlife and plants within the study site.

2.1 Preliminary Review

Information on the potential presence of listed species was collected through literature and data review. Flatwoods reviewed information from the U.S. Fish and Wildlife Service (FWS), the Florida Fish and Wildlife Conservation Commission (FWC), the Florida Natural Areas Inventory (FNAI), the Suwannee River Water Management District (SRWMD), and the Florida Department of Environmental Protection (FDEP) Geographic Information System (GIS) databases regarding the occurrence of listed species and protected habitats.

To further identify which federally and state listed plant and animal species have the potential to occur within the study site, upland and wetland vegetative communities were assessed to determine their plant species composition, approximate boundaries, and general condition and quality. To establish the approximate locations and boundaries of existing upland and wetland communities within the study site, available site-specific data were collected and reviewed using the following resources and methods (see References for complete source information):

- Infrared and true color aerial imagery of the project area
- U.S. Department of Agriculture (USDA)/Natural Resource Conservation Service (NRCS) Soil Survey of Alachua County, Florida
- Florida U.S. Geological Survey (USGS) Topographic Quadrangle maps
- FWS Critical Habitat Portal
- FNAI Biodiversity Matrix
- Florida Department of Transportation (FDOT) Florida Land Use, Cover, and Forms Classification System (FLUCCS)
- SRWMD land use mapping

2.2 Survey Methods

2.2.1 Wetland Delineation

Wetlands and surface waters are delineated in accordance with The Florida Wetlands Delineation Manual (Chapter 62-340, F.A.C.) and the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual, 2010 Supplement, suitable for submittal to the SRWMD, the USACE, and Alachua County. These delineation methods are based on the identification of specific hydrologic characteristics, including the presence of hydric soils and hydric soil conditions (periodic, continuous, or saturated), a dominance of hydrophytic vegetation, and other indicators of hydrologic conditions (e.g., evidence of frequent inundation, moss collars, and the presence of muck soils). If any wetlands or surface waters were found, the landward extent of each jurisdictional wetland was flagged in the field. Each flag location was recorded using a sub-meter Global Positioning System (GPS). Wetlands and surface waters found occurring within the site, are shown on the Ecological Survey map.

2.2.2 Standard Listed Species Survey

Flatwoods conducted a listed species survey within the study site in accordance with the FWC Florida Wildlife Conservation Guide. The purpose of the listed species survey was to identify presence and relative abundance of species considered Endangered, Threatened, or of Special Concern by the FWS under 50 CFR 11-12 and the FWC under Chapter 68A-27 F.A.C. During these surveys, all habitats within the site are canvassed for listed species. Any observations of listed species, as well as physical features that may indicate the presence of these species, such as tracks, scat, nests, burrows, and nest cavities in trees were shown on the Ecological Survey Map, if present.

2.2.3 Listed Plant Survey

Flatwoods conducted a survey in all suitable habitats within the site for plant species listed by the FWS as Threatened or Endangered. If found, any observations of listed plant species will be recorded using a sub-meter GPS and shown on the Ecological Survey Map, if present.

3.0 RESULTS

3.1 Soil Descriptions

Based on the USDA/NRCS Soil Survey for Alachua County (1982), nine soil types were mapped: Arredondo Fine Sand, 0 to 5 Percent Slopes (3); Fort Meade Fine Sand, 0 to 5 Percent Slopes (5); Millhopper Sand, 0 to 5 Percent Slopes (8); Kendrick Sand, 2 to 5 Percent Slopes (30); Gainesville Sand, 0 to 5 Percent Slopes (35); Arredondo Fine Sand, 5 to 8 Percent Slopes (69); Millhopper Sand, 5 to 8 Percent Slopes (71); Lochloosa Fine Sand, 5 to 8 Percent Slopes (72); and Kendrick Sand, 5 to 8 Percent Slopes (73) (Soil Map). According to the *Hydric Soils of Florida Handbook,* no hydric soils occur onsite.

3.2 Existing Upland Communities

Existing land use within the site was determined using a combination of the FLUCCS descriptions, SRWMD land use mapping, and field reconnaissance (Land Use Map). The FLUCCS represents current habitat conditions on the property. Representative photographs of the site are depicted in the Photo Document.

Land Use Communities

Row Crops (FLUCCS 214)

This habitat consisted of well-defined rows for growing peanuts, cabbage, and melons.

Fallow Crop Land (FLUCCS 261)

This habitat is previously harvested agricultural land that is no longer in crop production. Vegetation within this land use included ruderal species such as dogfennel (*Eupatorium capillifolium*), fireweed (*Erechtites hieraciifolius*), hairy indigo (*Indigofera hirsuta*), and broomsedge bluestem (*Andropogon virginicus*).

Upland Hardwood Forest (FLUCCS 420)

The canopy within this habitat consisted of live oak (*Quercus virginiana*), chinaberry (*Melia azedarach*), Carolina laurelcherry (*Prunus caroliniana*), and hackberry (*Celtis occidentalis*). Other vegetative species within this habitat included American beauty-berry (*Callicarpa americana*), greenbrier (*Smilax* spp.), Virginia creeper (*Parthenocissus quinquefolia*), and poison ivy (*Toxicodendron radicans*).

3.3 Existing Wetland Communities

Seven surface waters were delineated on the San Felasco Ventures property during the field review. No wetlands were found on the property. The text below provides a brief description the surface waters.

Reservoirs less than 10 Acres (FLUCCS 534)

This land use category designates man-made surface waters that are less than 10 acres. The surface waters found on site were constructed to serve as stormwater management features. Conveyances are stabilized with rip rap, areas that serve as ponds contain a sand bottom. These systems are maintained by mowing. Vegetative species included bahiagrass (*Paspalum notatum*), falsefennel (*Eupatorium leptophyllum*), and saltbush (*Baccharis halimifolia*).

3.4 Listed Species Survey Results

No listed wildlife or plant species were observed. In addition to the field review, Flatwoods conducted a desktop review of possible nearby wildlife species. Flatwoods reviewed the FWC Eagle Nest Locator (2016-2017 Survey), the 1999 FWC Wading Bird Colony Database, and the FWS Wood Stork (*Mycteria americana*) Consultation Area. No known bald eagle (*Haliaeetus leucocephalus*) nests or wading bird colonies occur within one mile of the site. The project is not located within any wood stork Core Foraging Areas (CFAs) (FNAI/FWC Map).

Based on the project's available habitats and location, other listed species (animals and plants) have the potential to occur. Table 1 describes the potentially occurring species' habitat preferences, preferred survey window (breeding season or flowering time), their likelihood of occurrence, whether they were observed on the site, and their FWS and FWC listing status. The species that have a moderate or high probability of occurrence on the site are described in the sections below.

3.4.1 Florida Pine Snake

The Florida pine snake (*Pituophis melanoleucus mugitus*) is listed as Threatened by the FWC and not listed by the FWS. The Florida pine snake is a large, stocky, tan or rusty colored snake with an indistinct pattern of large blotches on a lighter background. They have a muscular body, with keeled scales with a relatively small head, somewhat pointed snout, and four prefrontal scales. These snakes may hiss loudly and vibrate their tail when encountered. They are found in sandhill and former sandhill, including old fields and pastures, but also sand pine scrub and scrubby flatwoods with open canopies and dry sandy soils. They often coexist with pocket gophers and gopher tortoises. Flatwoods did not observe the Florida pine snake during the survey.

3.4.2 Gopher Tortoise

The gopher tortoise is listed as Threatened by the FWC and is a candidate for listing by the FWS. Gopher tortoises are terrestrial turtles averaging 9 to 11 inches in length. They are typically found in sandhill, pine flatwoods, scrub, dry prairie, coastal dunes, and other well-drained, open habitats. Gopher tortoises dig half-moon-shaped burrows that average 15 feet long and 7 feet deep. No gopher tortoise burrows were observed during the ecological survey. Please note, a 100 percent gopher tortoise was not conducted at the time of this survey. Flatwoods will conduct a gopher tortoise survey at a future date. Completion of this survey will determine if gopher tortoises are present onsite and if an FWC Gopher Tortoise Relocation Permit will be required for site development.

3.4.3 Little Blue Heron

This medium-sized, slate-blue wading bird is listed as Threatened by the FWC and not listed by the FWS. The little blue heron (*Egretta caerulea*) prefers both fresh and saltwater habitats, such as fresh and saltwater mudflats and marshes, coastal beaches, mangrove swamps, cypress swamps, hardwood swamps, wet prairies, cypress wetlands,

bay swamps, and ditches. No communal roosts or rookeries were observed on the site. According to the 1999 FWC wading bird colony database, one wading bird colony is located within a mile of the project (FNAI/FWC Map). No FWC approvals should be required for the project.

3.4.4 Southeastern American Kestrel

The southeastern American kestrel (*Falco sparverius paulus*) is listed as Threatened by the FWC. It is a resident subspecies of the American kestrel (*Falco sparverius*) and kestrels observed in Florida during the breeding season (April-August) are assumed to be resident southeastern American kestrels. They are found in upland habitats, including sandhills, flatwoods, pastures, sand pine scrubs, and prairies. As cavity nesters and sit and wait predators, they require suitable cavity trees and perches in their territories as well as open ground cover to see and capture their prey. Typical prey items include insects, lizards, small rodents, and small birds. No kestrels were observed foraging during the site review.

3.4.5 Tricolored Heron

This medium-sized, two-toned wading bird is listed as Threatened by the FWC and not listed by the FWS. The tricolored heron (*Egretta tricolor*) prefers both fresh and saltwater habitats, such as fresh and saltwater mudflats and marshes, coastal beaches, mangrove swamps, cypress swamps, hardwood swamps, wet prairies, cypress wetlands, bay swamps, ditches, inland waterways, and urban and agricultural environments. No communal roosts or rookeries were observed on the site. According to the 1999 FWC wading bird colony database, one wading bird colony is located within a mile of the project (FNAI/FWC Map). No FWC approvals should be required for the project.

Table 1 Protected Plants and Animals Potentially Occurring on the San Felasco Ventures Project in Alachua County, Florida

Species	Habitat of Occurrence	Preferred Survey Window[1]	Likelihood of Occurrence	Status[2]	
				FWS[3]	FWC[4]
BIRDS					
Antigone canadensis pratensis Florida sandhill crane	Open wetland habitats surrounded by shrubs or trees. Commonly found foraging in irrigated croplands, pastures, grasslands, or wetlands.	S - Year round B - January-June	Low: Little habitat present	---	T
Aphelocoma coerulescens Florida scrub-jay	Inhabits fire dominated, low-growing, oak scrub habitat found on well-drained sandy soils. May persist in areas with sparser oaks or scrub areas that are overgrown.	S - March-October B - March-July	Low: Lack of suitable habitat	T	T
Egretta caerulea Little blue heron	Shallow freshwater, brackish water, and saltwater habitats.	S - Year round B - March-July	Moderate: Some suitable habitat present	---	T
Egretta tricolor Tricolored heron	Forages in a variety of permanently and seasonally flooded wetlands, ditches, edges of ponds, and lakes. Inland nesting colonies typically found in Carolina willow dominated wetlands.	S - Year round B - March-July	Moderate: Some suitable habitat present	---	T
Falco sparverius paulus Southeastern American kestrel	Found in open pine habitats, woodland edges, dry prairies, and pastures.	S - April-August B - April-August	Moderate: Some habitat present	---	T
Haliaeetus leucocephalus Bald eagle	Areas close to the coast, bays, rivers, lakes, or other bodies of water. Typically nests in live mature pines and cypress trees.	S - Year round B - October-May	Low: Little habitat present	---	---
Mycteria americana Wood stork	Forages in shallow water in freshwater marshes, swamps, lagoons, ponds, tidal creeks, flooded pastures, and ditches. Nests in colonies in cypress swamps.	S - Year round B - March-August	Low: Little habitat present	T	T

Species	Habitat of Occurrence	Preferred Survey Window[1]	Likelihood of Occurrence	Status[2]	
				FWS[3]	FWC[4]
Picoides borealis Red-cockaded woodpecker	Open pine woodlands with mature to over-mature pine trees and a diversity of grass, forbs, and shrub species.	S - Year round B - April-July	Low: Lack of suitable habitat	E	E
REPTILES					
Drymarchon corais couperi Eastern indigo snake	Broad range of habitats from scrub and sandhill to wet prairies, forested wetlands, and mangrove swamps. Often seeks refuge in gopher tortoise burrows in sandy uplands, but also forages in mesic and hydric habitats.	S - Year round B - November-April	Low: Little habitat present	T	T
Gopherus polyphemus Gopher tortoise	Found in dry upland habitats, including sandhills, scrub, xeric oak hammock, and dry prairie flatwoods; also, commonly uses disturbed habitats such as pastures, old fields, abandoned citrus groves, and road shoulders.	S - Year round B - March-October	Moderate: Some habitat present	---	T
Pituophis melanoleucus mugitus Florida pine snake	Found in sandhill and former sandhill, including old fields and pastures, but also sand pine scrub and scrubby flatwoods with open canopies and dry sandy soils. Often coexists with pocket gophers and gopher tortoises.	S - Year round B - April-February	Moderate: Some habitat present	---	T

1 - S - Survey Window, B - Breeding Season
2 - E = Endangered, T = Threatened, T (S/A) = Similarity of Appearance to a Threatened Taxon
3 - U.S. Fish and Wildlife Service
4 - Florida Fish and Wildlife Conservation Commission

Table Source: Florida Wildlife Conservation Guide, Florida's Breeding Bird Atlas, FWS Listed Species by County, and Florida Natural Areas Inventory

4.0 PROTECTED HABITATS AND WATERS

The site was evaluated for the potential occurrence of Critical Habitat as defined by the Endangered Species Act of 1973, as amended. The FWS regulates the adverse modification of the biological or physical constituent elements essential to the conservation of the listed species within the Critical Habitat. There are no lands designated as Critical Habitat within or adjacent to the site. The site was also evaluated for the potential occurrence of Protected Waters and Protected Lands. No Protected Waters or Protected Lands occur onsite. The San Felasco Hammock Preserve State Park is immediately adjacent to the eastern boundary of the site (Protected Lands Map, Protected Waters Map).

5.0 FEMA FLOODPLAIN

Federal Emergency Management Agency (FEMA) identifies flood hazards and assesses flood risks. Based on the attached Floodplain Map, the northeast portion of the site occurs within Flood Zone A. Zone A is defined as areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies.

6.0 PERMITTING DISCUSSION

State Permitting

Four existing surface waters were observed on the site, constructed in accordance with Environmental Resource Permit (ERP) Individual Permit No. 001-205889-3, issued by the SRWMD on April 5, 2019. An ERP permit from the SRWMD will be required for the operation, maintenance, and any alteration of the existing systems, or the creation of any new surface waters.

No listed species were observed during the surveys. Flatwoods plans to conduct a 100% gopher tortoise survey at a future date. This survey will be conducted to determine whether gopher tortoise burrows are present onsite and if future construction will impact gopher tortoises. Upon completion of this survey, additional permitting requirements, if applicable, will be provided.

According to Section 3.6 of the SRWMD ERP Applicant's Handbook Volume II, there must be no net decrease in storage volume within the floodplain. Compensating storage may be used to offset impacts if impacts within the floodplain were to occur.

Local Government Permitting

Section 406.04 of Alachua County's Land Development Regulations requires a Resource Assessment as supporting documentation for various applications. This report is sufficient to support the application for Alachua County.

According to Article VII of Chapter 406 of Alachua County's Land Development Regulations, a floodplain development permit may be required if development occurs wholly or partially within the flood prone area (Floodplain Map).

According to Article II of Chapter 406 of Alachua County's Land Development Regulations, a permit is required to remove any champion trees, heritage trees, woody native tree species eight inches or more in diameter at breast height (DBH), specimen trees, and small specimen trees listed under Section 406.16. For protected trees permitted for removal, trees shall be either relocated, replaced, or a fee may be paid to Alachua County in lieu of replacement planting.

According to Section 6.2 of the City of Alachua's Code of Ordinances, a tree removal permit must be obtained before removing any champion or heritage tree. A tree survey was not conducted as part of this Ecological Survey but will likely be required for site development.

7.0 REFERENCES

Chafin, L. G. 2000. Field Guide to the Rare Plants of Florida. Natural Areas Inventory, Tallahassee, Florida.

Coile, N.C. 1998. Notes on Florida's Regulated Plant Index (Rule 5B-40), Botany Contribution 38, 2nd edition. Florida Department of Agriculture & Consumer Services, Division of Plant Industry, Gainesville, FL.

Florida Association of Environmental Soil Scientists. Hydric Soils of Florida Handbook. Fourth Edition. 2007.

Florida Department of Transportation (FDOT) Florida Land Use, Cover, and Forms Classification System (FLUCCS), January 1999.

Florida Fish and Wildlife Conservation Commission. 2003, January 6. Florida's breeding bird atlas: A collaborative study of Florida's birdlife. http://www.myfwc.com/bba.

Florida Fish and Wildlife Conservation Commission Eagle Nest Locator. 2012-2013. Online resource available from http://myfwc.com/eagle/eaglenests/nestlocator.aspx.

Florida Fish and Wildlife Conservation Commission, U.S. Fish and Wildlife Service, Florida Natural Areas Inventory. Florida Wildlife Conservation Guide. Tallahassee; Version August 2010.

Florida Natural Areas Inventory (FNAI). Online resources available from http://www.fnai.org/index.cfm

Hipes, D., D .R. Jackson, K. NeSmith, D. Printiss, and K. Brandt. 2000. Field Guide to the Rare Animals of Florida. Natural Areas Inventory, Tallahassee, Florida.

Humphrey, S.R. editor, 1992.“Rare and Endangered Biota of Florida, Volume I. Mammals”. University Press of Florida.

Kale, H. W., II, B. Pranty, B. M. Stith, and C. W. Biggs. 1992. The atlas of the breeding birds of Florida. Final Report. Florida Game and Fresh Water Fish Commission, Tallahassee, Florida.

Moler, P.E., editor, 1992.“Rare and Endangered Biota of Florida, Volume III. Amphibians and Reptiles”. University Press of Florida.

Rodgers, J.A., H.W. Kale II and H.T. Smith, editors. 1992. “Rare and Endangered Biota of Florida Volume V. Birds”. University Press of Florida.

Runde, D.E., J.A. Gore, J.A. Hovis, M.S. Robson and P.D. Southall. 1991. "Florida Atlas of Breeding Sites for Herons and Their Allies: Update 1986-89." Florida Game and Freshwater Fish Commission, Division of Wildlife, Nongame Wildlife Program Technical Report, No. 10.

U.S. Department of Agriculture (USDA)/Natural Resource Conservation Service (NRCS) Soil Survey of Alachua County, Florida.

U.S. Geological Survey (USGS) Topographic Quadrangle Maps. Online resources available from http://topomaps.usgs.gov/.

U.S. Fish and Wildlife Survey (FWS). National Wetland Inventory (NWI). Online resources available from http://www.fws.gov/wetlands/Data/Mapper.html.

U.S. Fish and Wildlife Survey Critical Habitat Designations. Online resources available from http://criticalhabitat.fws.gov/.

Feet

0 1 in = 900 feet 900

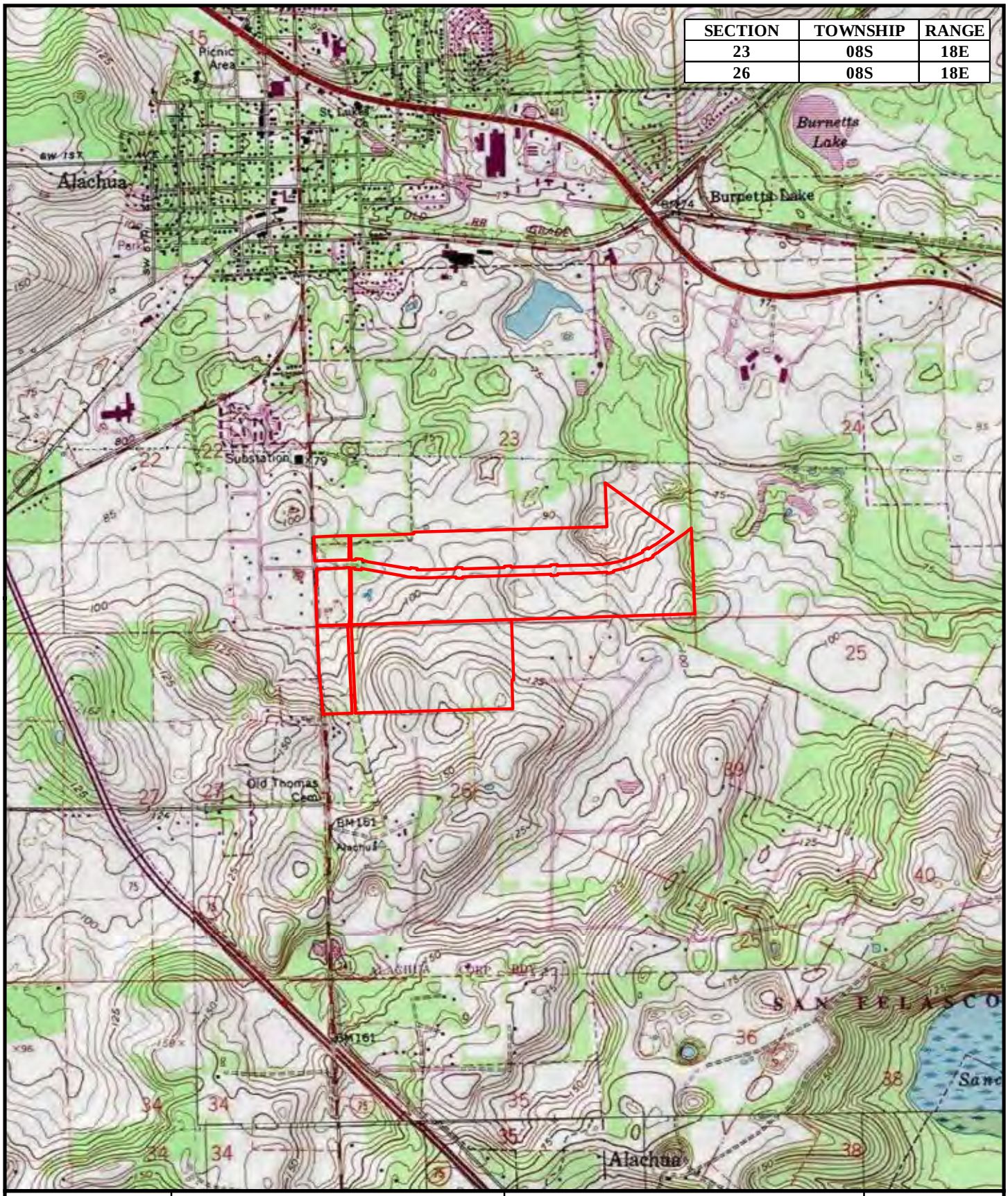
SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

ALACHUA COUNTY, FLORIDA

N
W E
S

AERIAL MAP

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS AERIAL 05132021.mxd



SECTION	TOWNSHIP	RANGE
23	08S	18E
26	08S	18E

Feet
0 1 in = 2,000 feet 2,000

SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

ALACHUA COUNTY, FLORIDA

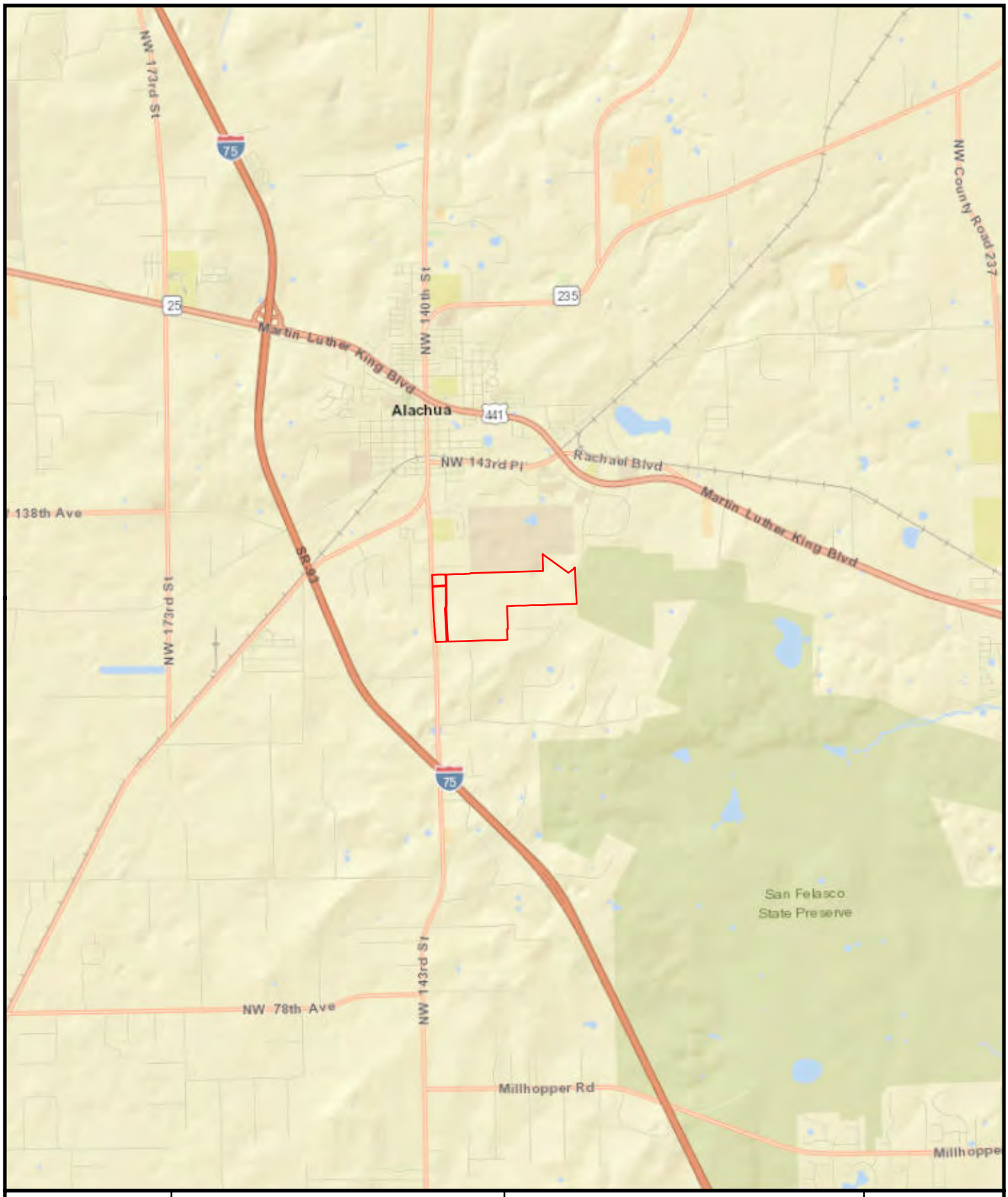
Project Area

N
W E
S

QUAD MAP

FLATWOODS Consulting Group

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS QUAD 05132021.mxd



Miles

0 1 in = 1 miles 1

SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

ALACHUA COUNTY, FLORIDA

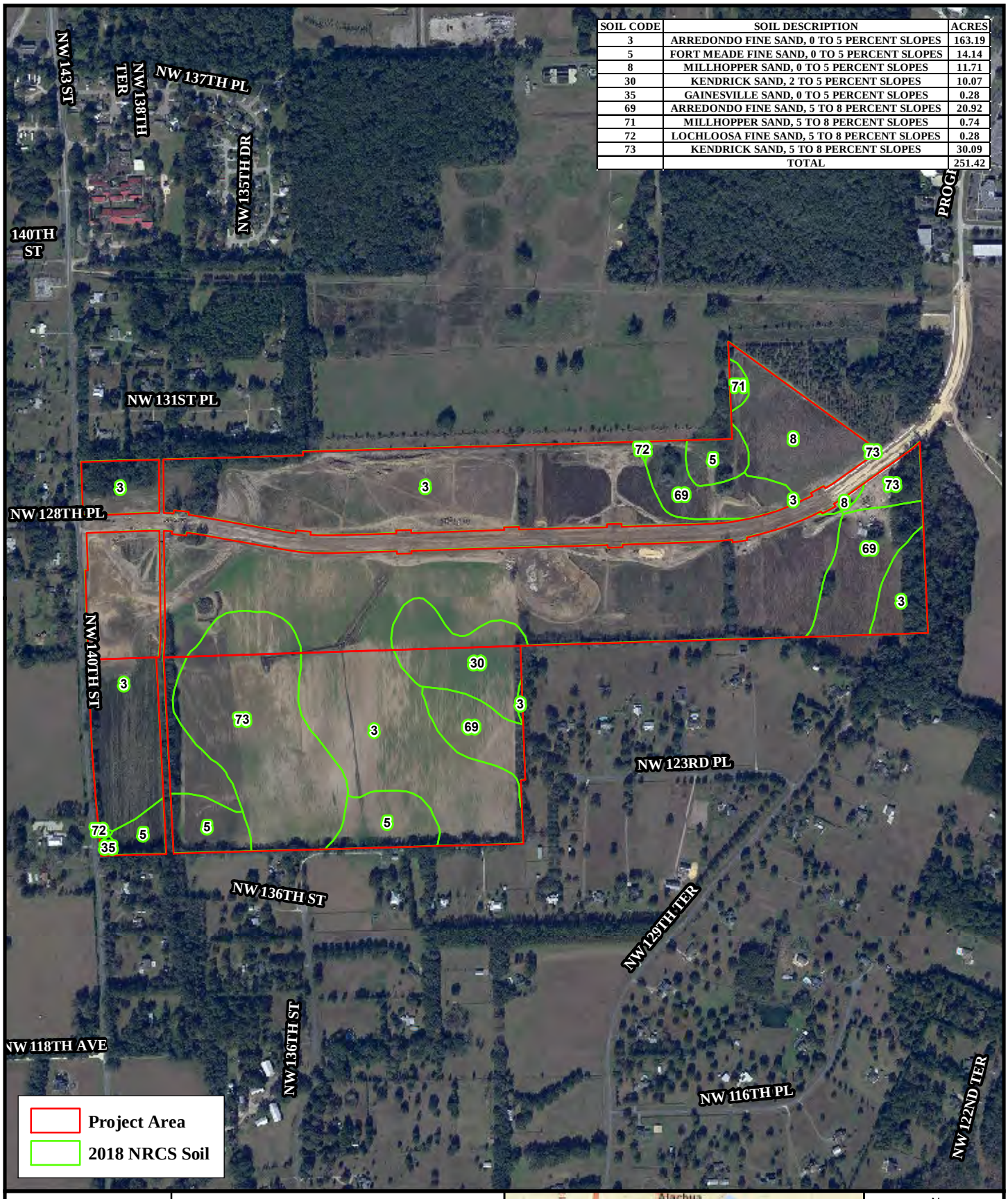
Project Area

N
W E
S

LOCATION MAP

FLATWOODS Consulting Group

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS QUAD 05132021.mxd



SOIL CODE	SOIL DESCRIPTION	ACRES
3	ARREDONDO FINE SAND, 0 TO 5 PERCENT SLOPES	163.19
5	FORT MEADE FINE SAND, 0 TO 5 PERCENT SLOPES	14.14
8	MILLHOPPER SAND, 0 TO 5 PERCENT SLOPES	11.71
30	KENDRICK SAND, 2 TO 5 PERCENT SLOPES	10.07
35	GAINESVILLE SAND, 0 TO 5 PERCENT SLOPES	0.28
69	ARREDONDO FINE SAND, 5 TO 8 PERCENT SLOPES	20.92
71	MILLHOPPER SAND, 5 TO 8 PERCENT SLOPES	0.74
72	LOCHLOOSA FINE SAND, 5 TO 8 PERCENT SLOPES	0.28
73	KENDRICK SAND, 5 TO 8 PERCENT SLOPES	30.09
	TOTAL	251.42

Feet
0 1 in = 900 feet 900

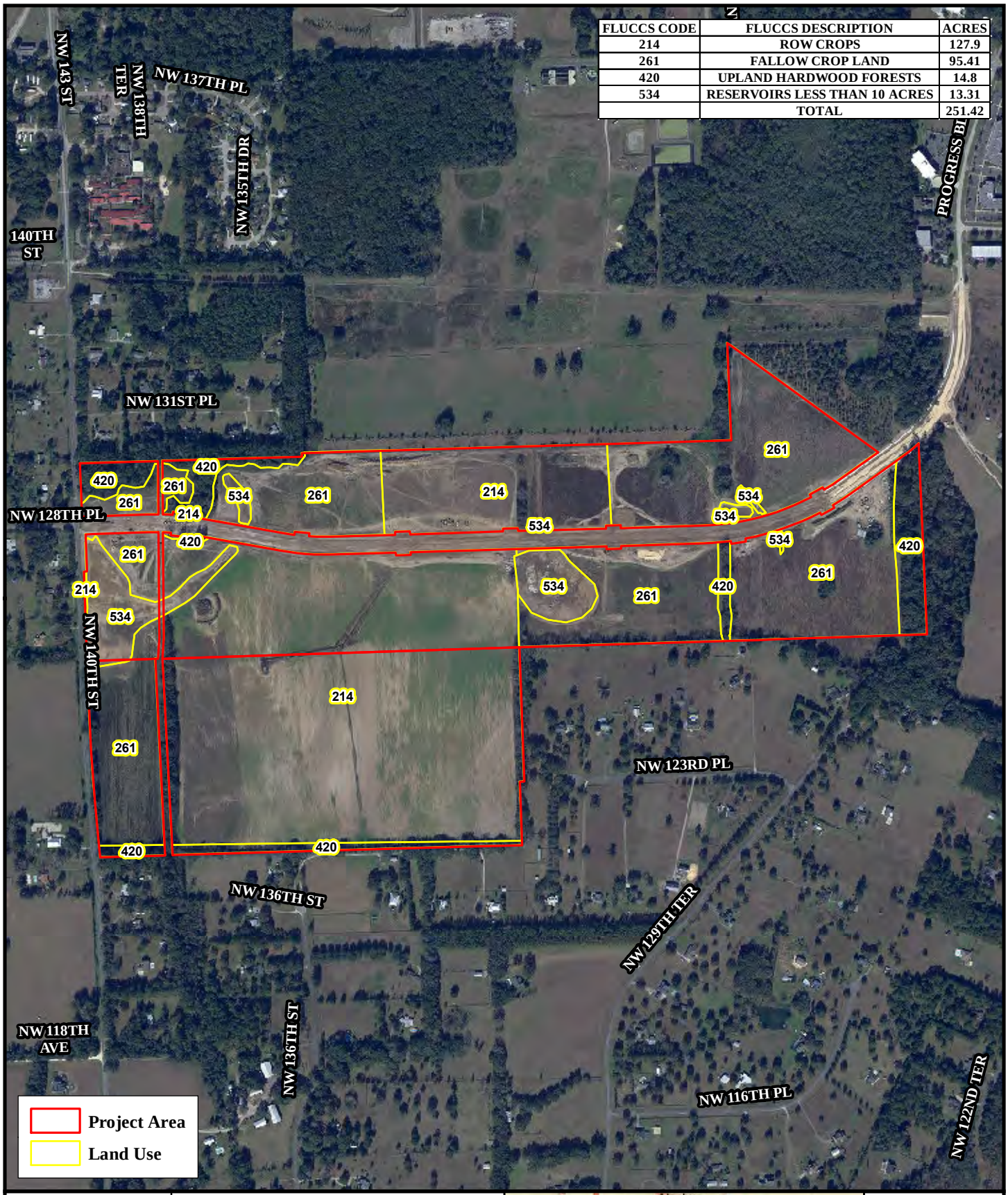
SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

ALACHUA COUNTY, FLORIDA

N
W E
S

SOIL MAP

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS SOIL 05262021.mxd



FLUCCS CODE	FLUCCS DESCRIPTION	ACRES
214	ROW CROPS	127.9
261	FALLOW CROP LAND	95.41
420	UPLAND HARDWOOD FORESTS	14.8
534	RESERVOIRS LESS THAN 10 ACRES	13.31
	TOTAL	251.42

Feet
0 1 in = 900 feet 900

FLATWOODS Consulting Group

SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

ALACHUA COUNTY, FLORIDA

N
W E
S

LAND USE MAP

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS LAND USE 05262021.mxd

Feet

0 1 in = 900 feet 900

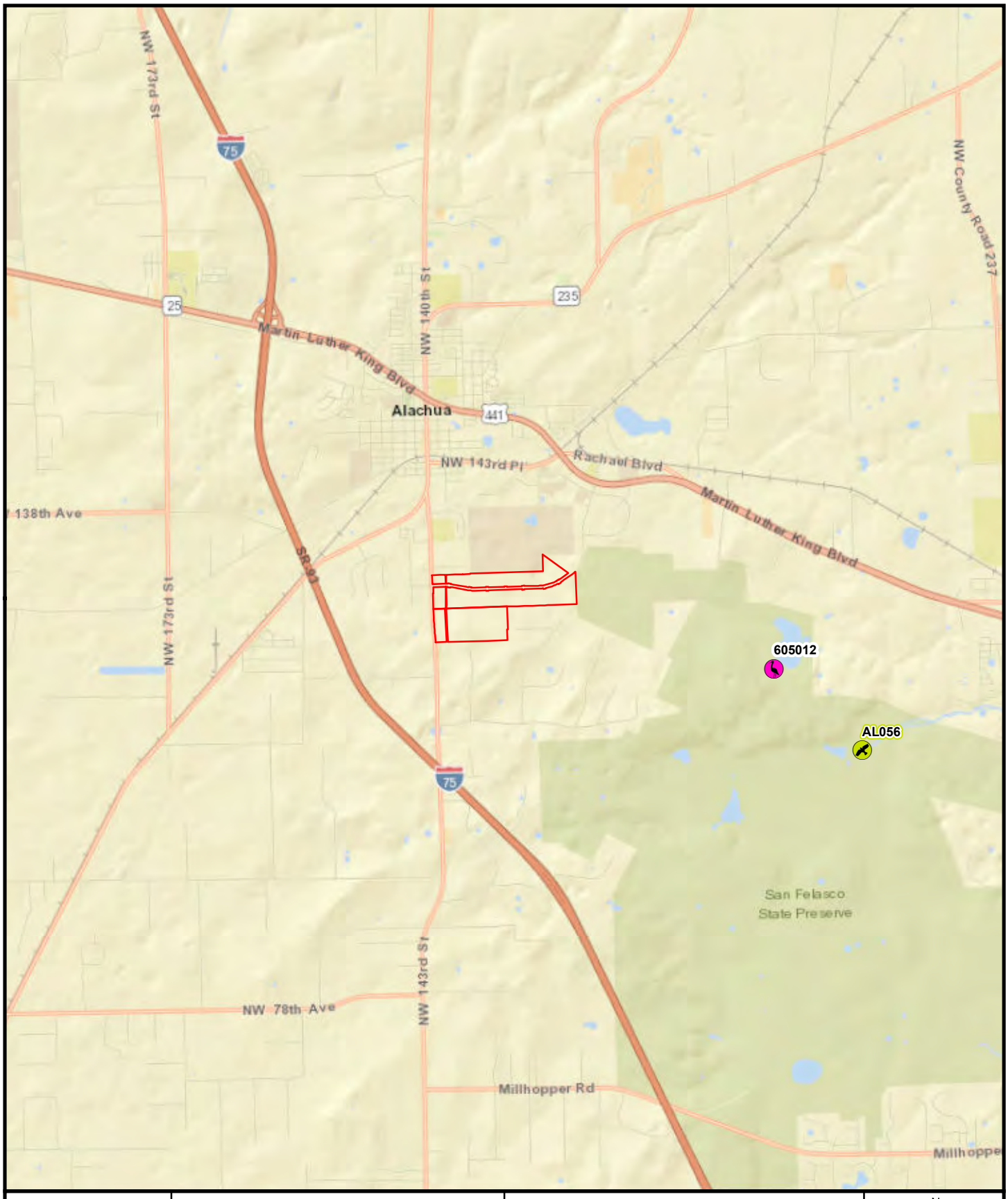
SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

ALACHUA COUNTY, FLORIDA

N
W E
S

ECO SURVEY MAP

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS ECO SURVEY 05262021.mxd



Miles

0 1 in = 1 miles 1

SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

ALACHUA COUNTY, FLORIDA

Project Area

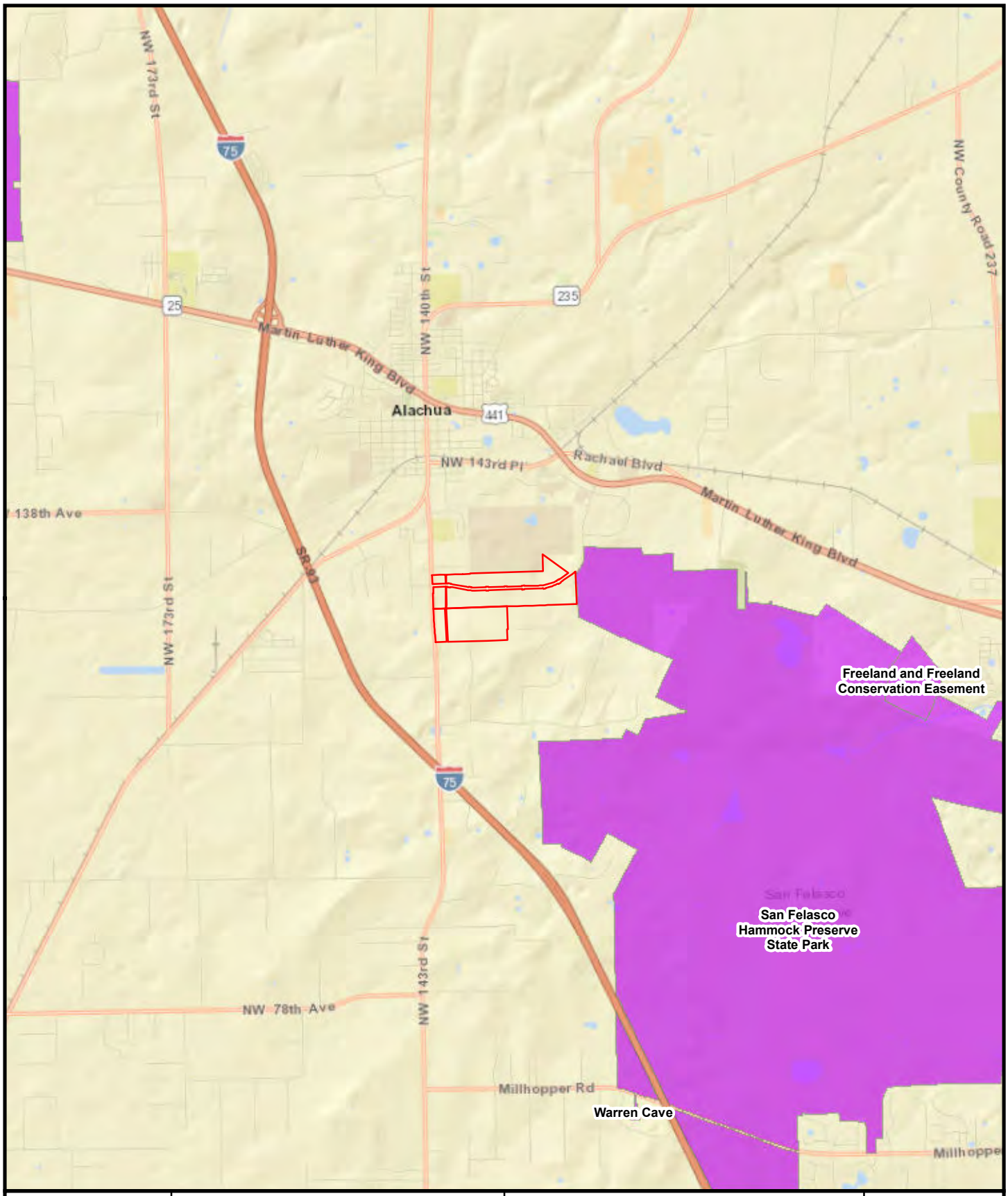
Active Wading Bird Colony

Eagle Nest

N
W E
S

FNAI / FWC MAP

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS FNAI FWC 05262021.mxd



Miles

0 1 in = 1 miles 1

FLATWOODS Consulting Group

SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

ALACHUA COUNTY, FLORIDA

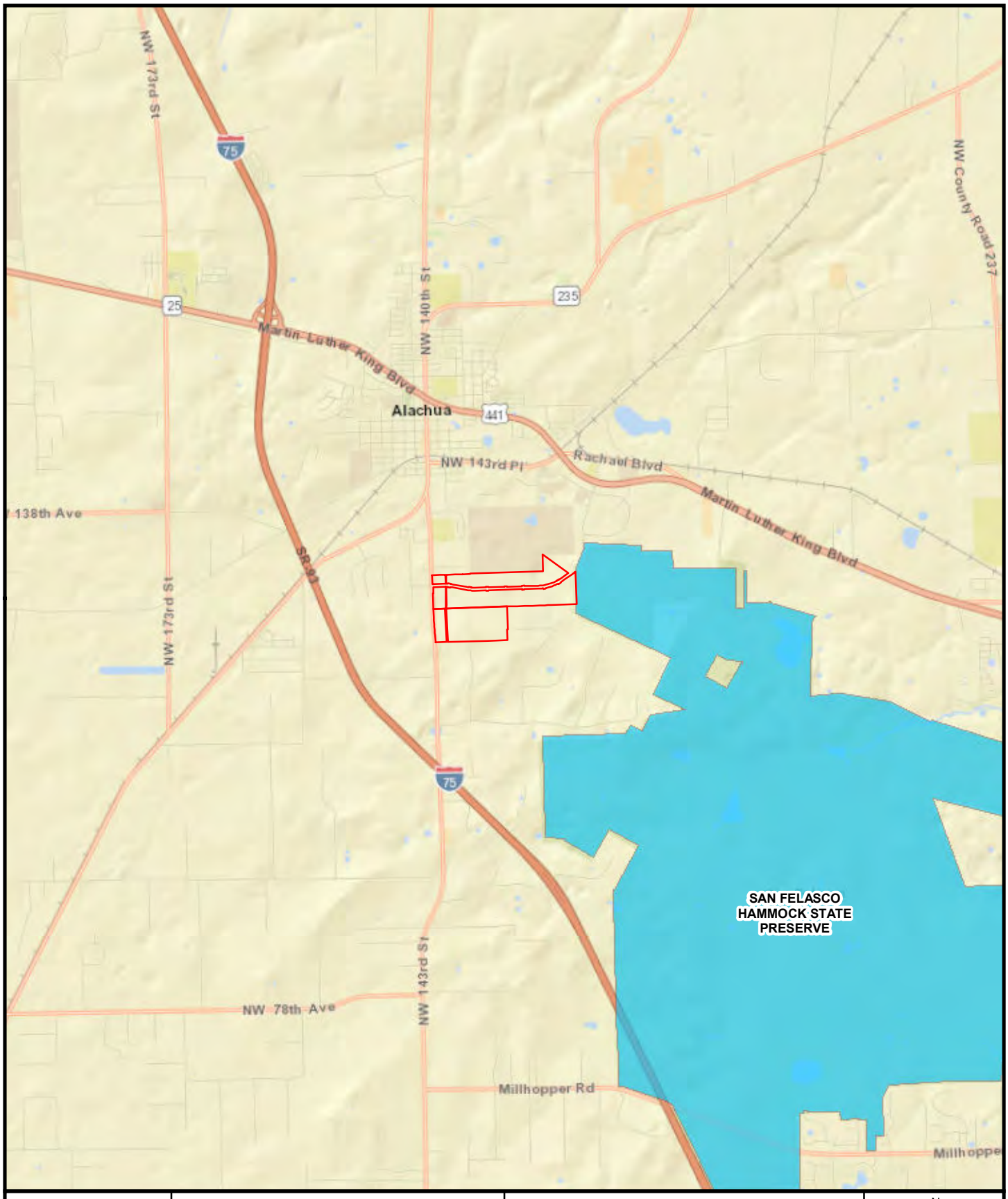
Project Area

Florida Conservation Lands

N
W E
S

PROTECTED LANDS MAP

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS PROTECTED LANDS 05262021.mxd



Miles

0 1 in = 1 miles 1

SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

ALACHUA COUNTY, FLORIDA

Project Area

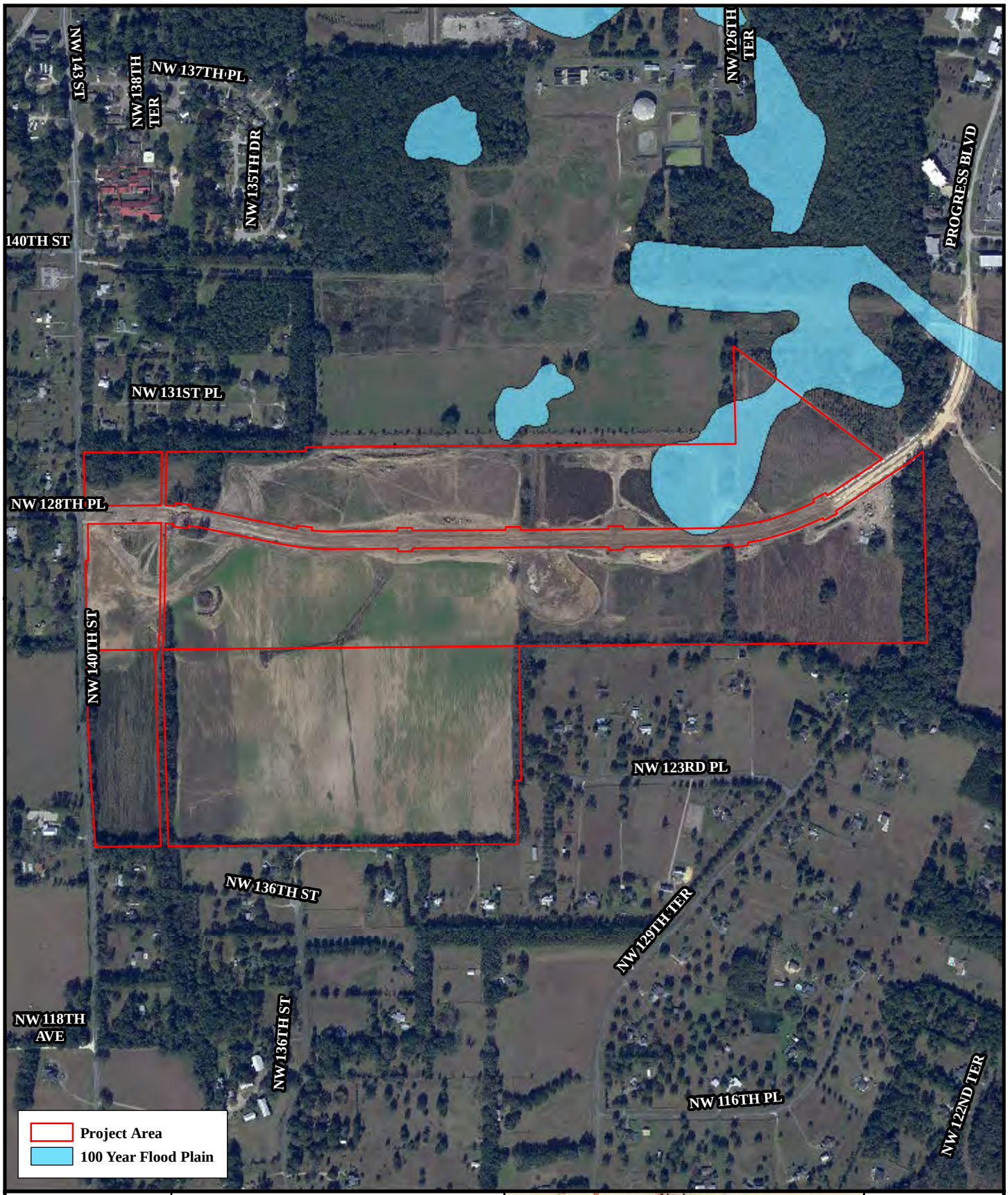
Outstanding Florida Waters April 2020

N
W E
S

PROTECTED WATERS MAP

FLATWOODS Consulting Group

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS PROTECTED WATERS 05262021.mxd



Feet

0 1 in = 900 feet 900

SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

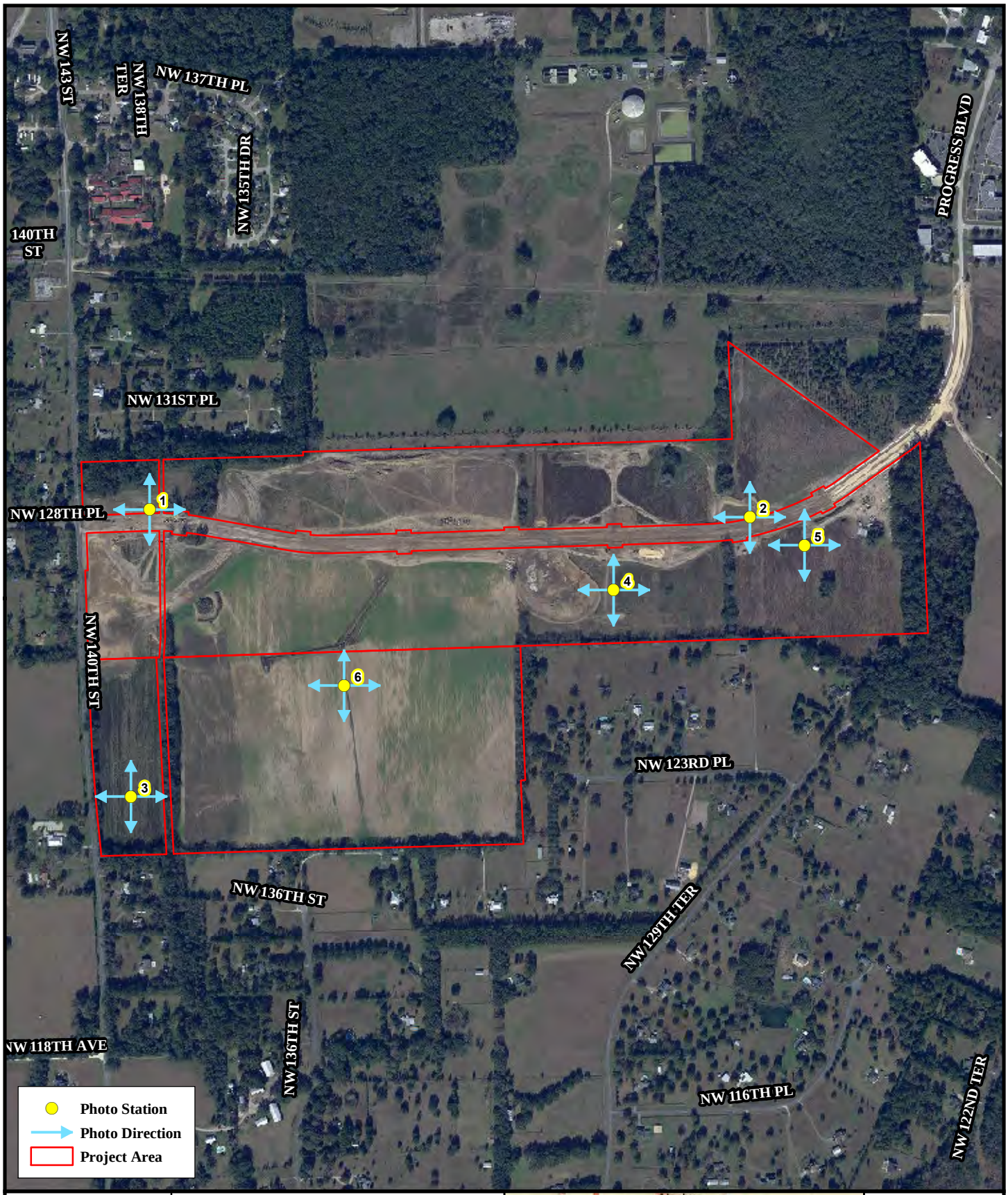
ALACHUA COUNTY, FLORIDA

N
W E
S

FLOODPLAIN MAP

FLATWOODS Consulting Group

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS FLOOD PLAIN 05262021.mxd



Feet

0 1 in = 900 feet 900

SAN FELASCO VENTURES
CHW PROFESSIONAL CONSULTANTS

ALACHUA COUNTY, FLORIDA

N
W E
S

PHOTO STATION MAP

P:\0326CHW\001-San Felasco Ventures\GIS\JDLS PHOTO STATION 05262021.mxd

Photo Station 1, view north

Photo Station 1, view east

Photo Station 1, view south

Photo Station 1, view west

Photo Station 2, view north

Photo Station 2, view east

Photo Station 2, view south

Photo Station 2, view west

Photo Station 3, view north

Photo Station 3, view east

Photo Station 3, view south

Photo Station 3, view west

Photo Station 4, view north

Photo Station 4, view east

Photo Station 4, view south

Photo Station 4, view west

Photo Station 5, view north

Photo Station 5, view east

Photo Station 5, view south

Photo Station 5, view west

Photo Station 6, view north

Photo Station 6, view east

Photo Station 6, view south

Photo Station 6, view west

Surface Water 1

Surface Water 2

Surface Water 3

Surface Water 4

Surface Water 5

Surface Water 6

Surface Water 7

SUBDIVIDERS AGREEMENT FOR CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 2

This SUBDIVIDERS AGREEMENT for Convergence Research Park Residential Phase 2 (the "Agreement") is made this 24th day of July, 2023.

BETWEEN

DEVELOPER: San Felasco Research Ventures, LLC,
a Florida limited liability company ("Developer")
Whose address is: P.O Box 238
Lake Butler, FL 32054

AND

CITY: CITY OF ALACHUA, a municipality in Alachua County, FL ("City")
Whose Address is: P.O. Box 9
Alachua, FL 32616

RECITALS:

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

WHEREAS, the Property or Land which is described in the Plat for the Project is owned by San Felasco Research Ventures, LLC, a Florida limited liability company ("San Felasco") whose mailing address is P.O. Box 238, Lake Butler, FL 32054.

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

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

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

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

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

1. **Recitals:** The above information and recitals are true and correct and are incorporated as material terms of this Agreement by reference.

2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.

3. **Construction:** The Developer shall construct, at Developer's sole expense, the public and private improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, easements, stormwater conveyance systems, and drainage facilities as reflected on the Plat which will be recorded for the Project] 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 (all of the foregoing shall be jointly referred to as the "Improvements"). Developer agrees to proceed with the construction of the Improvements for the Project, with the exception of the sidewalks depicted on the Construction Plans which sidewalks abut or are immediately adjacent to a residential house lot depicted on the Plat (herein referred as "House Sidewalk" or "House Sidewalks" which are further addressed in paragraph 15 below), in a diligent manner, and Developer shall complete these Improvements on or before September 3, 2024.

4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer.

5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It is the Developer's sole responsibility to comply with these fire flow standards. Nothing in this Agreement, including, but not limited to, the Plans and or the Certificate of Concurrency Compliance for the Project, attached hereto as Exhibit "C" in any way impacts or waives the requirement for future development and

buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.

6. **Conveyance:** All of the required public Improvements shall be conveyed to the City, however, the public Improvements shall not be accepted by the City until the public Improvements have been completed, approved by the City, a one-year warranty period as described below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the public Improvements. Acceptance of the House Sidewalks shall be as set forth in paragraph 15 below.

7. **Compliance:** The Developer warrants that it will construct all of the Improvements in accordance with the approved Plans and Plat for the Project, City's LDRs, and all applicable regulations, ordinances, laws, and rules.

8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within five (5) business day of the recording of the Plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat. The Developer shall pay all costs associated with the recording of this Agreement. The failure to record the Plat within one hundred and eighty (180) days of its approval by the Commission shall render the Plat null and void.

9. **Surety Devices:** With the exception of the construction of the House Sidewalks, and in order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, as follows:

    a. Upon the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide the City with a Common Law Performance Bond ("Bond") in a form acceptable to the City in the amount of $5,592,000.00 (120% of the $4,660,000.00 estimated construction costs as set forth in the Certification in attached Exhibit "D") as the surety instrument and guarantee of the satisfactory construction of all of the Improvements required for the Project in accordance with this Agreement. The Bond shall remain in full force and effect until the terms of this Agreement have been fulfilled.
    b. Upon Developer's timely and satisfactory completion of the Improvements and the City's approval (but not acceptance) of these Improvement, and the Developer providing an acceptable maintenance surety instrument to the City in the amount of 10 percent of the certified value of the complete Improvements (approximately $466,000.00 as set forth in the Certification in attached Exhibit "D"), the City will return the $5,592,000.00 Original Common Law Performance Bond to the Developer, less any drawdowns received by the City for the completion of any Improvements.

10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, including surety instruments, the Developer may commence construction of the Improvements. Construction shall be completed on or before September 3, 2024 (with the exception of House Sidewalks – see paragraph 15 below). During the construction period, the Project's Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services ("CIS") and shall prepare and provide to the City inspection reports at the following benchmarks:

    a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual and TV camera.
    b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
    c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
    d. Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
    e. Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
    f. Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement. If necessary, a thin asphalt coat shall be added to any areas of the streets in order to provide a smooth graded finish, in particular, around curbs.

    The Project's Engineer of Record or the Professional Engineer performing 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 within three business days of each inspection. City may, in its sole discretion, demand in writing, the correction of any discrepancies contained on any of the inspection reports within a reasonable period, not less than forty-five (45) days from the date on the written demand notice to Developer. If the correction is not completed in the time frame in the demand, the City is authorized and has the right, but not the obligation, to make a demand on the Bond to obtain the funds required to correct the discrepancy and if such demand is made by the City, to correct the discrepancy promptly.

    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 sixty (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 Maintenance Common Law Performance Bond in the amount of 10% of the certified cost of construction as the one-year maintenance surety to the City as set forth in Paragraphs 9.b. above and 12 and 15 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 hereby given to the Developer that the City shall not conduct a final inspection on any house nor will the City provide permanent City utility services to any house in the Project until the Improvements required in this Agreement have been completed and approved in accordance with this Agreement. The Developer is responsible for the repair of any Improvements damaged as a result of the construction of any single-family homes. Developer agrees that there is no reasonable business backed expectation that any purchasers of lots or houses will be able to occupy or inhabit houses in the Project until this approval of the Improvements has occurred.

12. **Warranty Period:** The Developer warrants all Improvements for the Project for a period of one year from the City's approval, ("Warranty Period") other than routine maintenance. Should the City, in the City's sole and reasonable discretion, deem repairs are needed to the Improvements, the City shall provide written notice to the Developer and the repairs shall be made within forty-five (45) days from the date of the written notice. In the event the Project's Engineer of Record determines that a requested repair will take more than thirty (30) days to complete, the repair shall be completed in the additional time determined in the sole and reasonable discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one-year warranty period. The Warranty Period shall be automatically extended until the completion of all requested repairs including any additional time for repairs determined by the City's Public Services Director. If the Developer does not complete the repairs within forty-five (45) days from the date of the City's notice or the date which includes any additional time to be allowed by the City's Public Services Director, it shall constitute a breach of this Agreement.

13. **Inspections Following Warranty Period:** After the Warranty Period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that

all of the Improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the public Improvements shall in no case bind the City to accept the public Improvements for public maintenance or operation until the Public Services Director has approved that the public Improvements to be constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulations and the Commission has accepted the public Improvements. Within sixty (60) days of the Public Services Director's approval, the Commission will formally accept maintenance of the public Improvements and release the Maintenance Common Law Performance Bond. The maintenance of the stormwater management system shall be the responsibility of the Developer and its successors.

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

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

    a. Construction Deadline: The Developer shall complete the construction and installation of the House Sidewalks in accordance with the Plans and attached Exhibit E. The construction of all of the House Sidewalks shall be completed on or before September 3, 2026. If Developer has not completed all of the House Sidewalks by September 3, 2026, the City shall have the right, but not the obligation, to make a demand on the House Sidewalks Common Law Performance Bond described in paragraph b. below, for completing as many of the remaining sidewalks as possible with this money. The City shall not, however, have any obligation to expend any money other than the proceeds from the House Sidewalk Common Law Performance Bond to construct sidewalks in the Project.
    b. Surety Devices: In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer shall provide the City with a Common Law Performance Bond, in a form acceptable to the City, as the surety instrument to guarantee the satisfactory completion of the House Sidewalks as required in this Agreement. The amount of the House Sidewalk Common Law Performance Bond

shall be $233,654.40 ($194,712.00 x 120% of the certified estimated cost of completion in attached Exhibit "E"). Upon the satisfactory completion and inspection of the House Sidewalks, but not the acceptance, the Developer shall provide the City with a House Sidewalk Maintenance Common Law Performance Bond in the amount of $19,471.20 ($194,712.00 x 10%) for the one-year maintenance period. The City will then release and return the House Sidewalk Common Law Performance Bond.

c. Final Approval and Acceptance: Within one year of the completion of all of the House Sidewalks, the City's Public Services Department will do a final inspection and notify the Developer in writing of any deficiencies, in the City's sole discretion. The Developer shall have forty-five (45) days to cure these deficiencies. If the Developer does not cure these deficiencies within forty-five (45) days, the City shall be authorized to have the work done and make a demand on the House Sidewalks Maintenance Common Law Performance Bond to pay for the remedial work. Once the remedial work is complete, the House Sidewalks will be submitted to the Commission for acceptance. After the Commission's acceptance of the House Sidewalks, the House Sidewalks Maintenance Common Law Performance Bond will be released and returned to the Developer.

d. The Developer shall have complete and exclusive liability for all claims and shall indemnify the City for all claims, including but not limited to, claims for bodily injury and damages, in any way related to or arising out of the construction, completion or non-completion of the House Sidewalks undertaken by the Developer until the Commission has officially accepted the House Sidewalks.

16. **Non-Interest-Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest-bearing bank account.

17. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".

18. **Withholding Permits:** The City may, in its sole and reasonable discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.

19. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

20. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

21. **Indemnity:** The Developer shall indemnify and hold harmless the City, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City ("City Indemnitees"), 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 Indemnitee 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 Indemnitees notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contractor, subcontractors, or other agent or employee. Developer's liability to the City Indemnitees shall be limited to any claim for which a City Indemnitee provides written notice to Developer within one (1) year from the date of City's acceptance of the Improvements which are the subject of the claim.

22. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 25 below.

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

24. **Default by Developer:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on the Bond provided by Developer hereunder, and also be entitled to any other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.

25. **Notices:** Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to

have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

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

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

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

Developer/Owners: To: San Felasco Research Ventures, LLC
C/O Roberts Capital Ventures, LLC
Attn: C. Austen Roberts, Manager

Via Hand Delivery: 12469 W State Road 100
Lake Butler, FL 32054

Via U.S. Mail: P.O. Box 238
Lake Butler, FL 32054

Copy to: SMITH HULSEY & BUSEY
One Independent Drive, Suite 3300
Jacksonville, FL 32202
Attn: Bryan L. Putnal, Esq.

26. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.

27. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

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

29. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.

30. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.

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

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

33. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

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

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

36. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.

37. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.

38. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

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

40. **Effective Date:** This Agreement shall be effective on the date the last Party signs it.

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

Attest: CITY OF ALACHUA

_____ by:_____
Mike DaRoza, City Manager/Clerk Gib Coerper, Mayor

Approved as to form:

_____
Marian B. Rush, City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 2 was acknowledged before me this _____ day of _____ 2023, by GIB COERPER, who is personally known to me or who produced _____ as identification.

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

[SIGNATURES CONTINUE ON NEXT PAGE]

Witnesses:

(sign) Gabrielle Pastor

(print) Gabrielle Pastor

DEVELOPERS/OWNERS

San Felasco Research Ventures, LLC,
a Florida Limited Liability Company
By: Roberts Capital Ventures, LLC, a Manager

By: _____
C. Austen Roberts, a Manager

STATE OF FLORIDA
COUNTY OF FL Union

THE FOREGOING SUBDIVIDERS AGREEMENT FOR CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 2 was acknowledged before me this 13 day of July 2023, by C. Austen Roberts, who is personally known to me or who produced _____ as identification.

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

STEPHANIE J. SLOWN
MY COMMISSION # GG 918487
EXPIRES: October 13, 2023
Bonded Thru Notary Public Underwriters

[END]

LEGAL DESCRIPTION

Exhibit "A" to
Certificate of Concurrency Compliance
for
Convergence Research Park Residential Phase 2

CHW Professional Consultants

DATE: November 08, 2022
CLIENT: San Felasco Research Ventures, LLC
PROJECT NO: 21-0105.13
DESCRIPTION FOR: Convergence Research Parcel – Residential Phase 2

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 26, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 26; THENCE NORTH 88°11'56" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 26, A DISTANCE OF 40.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (A.K.A. NORTHWEST 140TH STREET), HAVING AN 80 FOOT RIGHT-OF-WAY; THENCE SOUTH 02°05'16" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 327.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11419.16 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°39'24" EAST, 630.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°09'44", AN ARC LENGTH OF 630.26 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°14'16" EAST, A DISTANCE OF 370.10 FEET TO THE SOUTH LINE OF SAID LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 88°16'47" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 435.44 FEET; THENCE NORTH 88°20'20" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 345.34 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING THE SOUTH LINE OF AFOREMENTIONED LANDS AND THROUGH THE FOLLOWING TWENTY (20) COURSES AND DISTANCES (1) NORTH 11°04'32" WEST, 130.63 FEET; (2) THENCE NORTH 16°41'56" WEST, 125.00 FEET; (3) THENCE SOUTH 73°18'04" WEST, 34.32 FEET; (4) THENCE NORTH 16°41'56" WEST, 70.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 14.14 FEET; (5) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 15.71 FEET; (6) THENCE NORTH 16°41'56" WEST, 95.00 FEET; (7) THENCE SOUTH 73°18'04" WEST, 194.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 61°41'56" WEST, 77.78 FEET; (8) THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (9) THENCE NORTH 16°41'56" WEST, 170.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 77.78 FEET; (10) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (11) THENCE NORTH 73°18'04" EAST, 279.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°48'15" EAST, 307.84 FEET; (12) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°59'38", AN ARC LENGTH OF 319.10 FEET; TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°18'15" EAST, 131.69 FEET; (13) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°00'22", AN ARC LENGTH OF 132.51 FEET; (14) THENCE NORTH 1°41'56" WEST, 236.37 FEET; (15) THENCE NORTH 4°15'02" WEST, 75.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1535.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 87°01'31" EAST, 68.36 FEET; (16) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°33'06", AN ARC LENGTH OF 68.36 FEET; (17) THENCE NORTH 88°18'04" EAST, 315.00 FEET; (18) THENCE NORTH 1°41'56" WEST, 47.49 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 130.96 FEET;

(19) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 131.05 FEET; (20) THENCE NORTH 5°31'15" EAST, A DISTANCE OF 487.64 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN FELASCO PARKWAY (VARYING RIGHT-OF-WAY) AND THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 84°28'45" EAST, 80.00 FEET; THENCE EAST ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED PARKWAY, THROUGH A CENTRAL ANGLE OF 2°41'47", AND AN ARC LENGTH OF 80.01 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 5°31'15" WEST, A DISTANCE OF 487.64 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 120.89 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 120.97 FEET; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 400.00 FEET TO THE NORTHWEST CORNER OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, RECORDED IN PLAT BOOK 38, PAGE 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY FLORIDA; THENCE THROUGH THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE WEST BOUNDARY OF AFOREMENTIONED PLAT (1) SOUTH 1°41'56" EAST, 896.43 FEET; (2) THENCE SOUTH 5°24'03" WEST, 60.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1720.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°48'07" EAST, 107.88 FEET; (3) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°35'39", AN ARC LENGTH OF 107.90 FEET; (4) THENCE SOUTH 8°59'43" WEST, 125.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1595.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 88°17'10" WEST, 404.30 FEET; (5) THENCE WEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'44", AN ARC LENGTH OF 405.39 FEET; (6) THENCE SOUTH 15°55'58" EAST, 293.99 FEET TO THE SOUTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466, PAGE 377 AND THE SOUTHWEST CORNER OF AFOREMENTIONED PLAT, PUBLIC RECORDS OF ALACHUA COUNTY; THENCE ALONG THE SOUTH LINE OF SAID O.R. BOOK AND PAGE SOUTH 88°20'20" WEST, A DISTANCE OF 747.60 FEET BACK TO THE **POINT OF BEGINNING**.

CONTAINING 32.27 ACRES, MORE OR LESS.

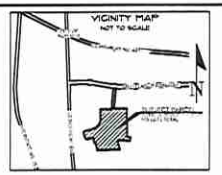
Exhibit "B"
to Subdividers Agrement
for
Convergence Research Park Residential
Phase 2
(TO BE REPLACED BY RECORDED PLAT)

CONVERGENCE RESEARCH PARK
RESIDENTIAL PHASE II

LOCATED IN FRACTIONAL SECTIONS 23 & 26
F.R. SANCHEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW Professional Consultants
7801 Research Drive
Alachua, Florida 32615
(352) 331-7976
www.chw-inc.com
FLORIDA CA-9075

PLAT BOOK__, PAGE __
SHEET ONE OF THREE



DESCRIPTION: BY THIS SURVEYOR,
A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 26, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1948 AT PAGE 177 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 26; THENCE NORTH 88°17'08" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 26, A DISTANCE OF 91.41 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (A.K.A. NORTHWEST 94TH STREET), HAVING AN 81°00'E NORTH/SOUTHWAY; THENCE SOUTH 01°09'05" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 52.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11474.16 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 11°32'54" EAST, 870.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°04'40", AN ARC LENGTH OF 871.51 FEET TO THE SOUTH LINE OF SAID LANDS AS DESCRIBED AND RECORDED IN OR BOOK 1948 AT PAGE 177; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 89°18'04" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 439.44 FEET; THENCE NORTH 00°29'07" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 180.76 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING THE SOUTH LINE OF AFOREMENTIONED LANDS AND RUNNING THE FOLLOWING TWENTY (20) COURSES AND DISTANCES TO NORTH 11°54'32" WEST, 179.63 FEET; (2) THENCE NORTH 14°47'56" WEST, 125.06 FEET; (3) THENCE SOUTH 77°59'04" WEST, 24.00 FEET; (4) THENCE NORTH 12°00'56" WEST, 50.00 FEET; (5) THENCE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 12°19'58" EAST, 34.14 FEET; (6) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°38'05", AN ARC LENGTH OF 35.71 FEET; (7) THENCE NORTH 18°18'59" EAST, 191.45 FEET; (8) THENCE NORTH 71°41'01" WEST, 134.87 FEET; (9) THENCE NORTH 18°18'59" EAST, 50.00 FEET; (10) THENCE SOUTH 71°41'01" EAST, 75.78 FEET; (11) THENCE NORTHEAST, HAVING A RADIUS OF 225.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 41°15'58" EAST, 75.78 FEET; (12) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°21'07", AN ARC LENGTH OF 76.00 FEET; (13) THENCE NORTH 18°18'59" EAST, 50.00 FEET; (14) THENCE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 63°18'59" EAST, 70.71 FEET; (15) THENCE NORTH 18°18'59" EAST, 50.00 FEET; (16) THENCE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 26°41'01" WEST, 70.71 FEET; (17) THENCE NORTH 18°18'59" EAST, 50.00 FEET; (18) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 157.08 FEET; (19) THENCE NORTH 71°41'01" WEST, 50.00 FEET; (20) THENCE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 63°18'59" EAST, 70.71 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 175.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 71°41'01" EAST, 111.44 FEET; (21) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°00'00", AN ARC LENGTH OF 113.04 FEET; (22) THENCE NORTH 00°29'07" EAST, 180.76 FEET TO THE SOUTH LINE OF AFORESAID PLAT 11; (23) THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE WEST BOUNDARY OF AFORESAID PLAT 11:

CONVERGENCE RESEARCH PARK
RESIDENTIAL PHASE II

LOCATED IN FRACTIONAL SECTIONS 23 & 26
F.R. SANCHEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW
Professional Consultants
FLORIDA CA-0675

PLAT BOOK__PAGE __
SHEET TWO OF THREE

GRAPHIC SCALE
0 25 50 100
1" = 50'

SURVEYOR'S NOTE:
- THIS PLAT CONSISTS OF THREE SHEETS. EACH SHEET IS INCOMPLETE WITHOUT THE OTHER. SEE SHEET ONE FOR COMPLETE SURVEYOR'S NOTES.

LEGEND:
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
- FIRM = FLOOD INSURANCE RATE MAP
- NAD = NORTH AMERICAN DATUM
- NGVD = NATIONAL GEODETIC VERTICAL DATUM
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- DM = DIAMETER
- P.U.E. = PUBLIC UTILITY EASEMENT
- C.B.S. = BUILDING SETBACK LINES
- MHWE = MEAN HIGH WATER ELEVATION
- C.A. = CANOPY AREA
- D.E. = DRAINAGE EASEMENT
- S.F. = SQUARE FEET
- = SET 5/8" STEEL ROD & CAP MARKED CHW, PRM LB 6778
- = SET NAIL AND DISK MARKED CHW PCP LB 6778
- = FOUND 5/8" STEEL ROD & CAP MARKED AS NOTED
- = FOUND PK NAIL AND DISK MARKED AS NOTED
- = BENCHMARK

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	39.31'	25.00'	90°05'07"	25.04'	35.39'	N 45°41'21" E
C2	152.61'	325.00'	26°53'54"	77.58'	151.21'	N 13°15'21" E
C3	68.56'	1475.00'	2°39'42"	34.28'	68.55'	N 27°31'21" E
C4	151.05'	1525.00'	5°40'51"	75.61'	150.99'	N 11°54'47" E
C5	40.51'	1475.00'	1°34'27"	20.25'	40.50'	N 08°26'47" E
C6	137.37'	1525.00'	5°09'51"	68.74'	137.32'	N 11°40'47" W
C7	39.31'	25.00'	90°05'07"	25.04'	35.39'	N 44°18'39" W
C8	66.13'	1525.00'	2°29'06"	33.07'	66.13'	N 48°01'31" W
C9	454.84'	425.00'	61°19'01"	250.16'	433.52'	N 29°48'07" E
C10	675.01'	1750.00'	22°05'59"	341.29'	670.82'	S 84°21'46" W
C11	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C12	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C13	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 43°18'04" E
C14	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 46°41'56" W
C15	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C16	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C17	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C18	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C19	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C20	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C21	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C22	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C23	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C24	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C25	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C26	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C27	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C28	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C29	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C30	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C31	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C32	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C33	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C34	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C35	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C36	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C37	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C38	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C39	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C40	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C41	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C42	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C43	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C44	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C45	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C46	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C47	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C48	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C49	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C50	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C51	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C52	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C53	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C54	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C55	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C56	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C57	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C58	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C59	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C60	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C61	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C62	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C63	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C64	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C65	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C66	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C67	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C68	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C69	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C70	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C71	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C72	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C73	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C74	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C75	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C76	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C77	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C78	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C79	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C80	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C81	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C82	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C83	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C84	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C85	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C86	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C87	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C88	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C89	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C90	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C91	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C92	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C93	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C94	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C95	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C96	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C97	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C98	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C99	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C100	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C101	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C102	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C103	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C104	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C105	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C106	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C107	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C108	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C109	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C110	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C111	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C112	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C113	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C114	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C115	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C116	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C117	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C118	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C119	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C120	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C121	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C122	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C123	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C124	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C125	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C126	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C127	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C128	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C129	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C130	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C131	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C132	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C133	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C134	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C135	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C136	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C137	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C138	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C139	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C140	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C141	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C142	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C143	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C144	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C145	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C146	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C147	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C148	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C149	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C150	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C151	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C152	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C153	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C154	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C155	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C156	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C157	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C158	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C159	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C160	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C161	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C162	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C163	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C164	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C165	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C166	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C167	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C168	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C169	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C170	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C171	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C172	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C173	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C174	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C175	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C176	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C177	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C178	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C179	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C180	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C181	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C182	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C183	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C184	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C185	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C186	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C187	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C188	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C189	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C190	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C191	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C192	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C193	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C194	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C195	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C196	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C197	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C198	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C199	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C200	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C201	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C202	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C203	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C204	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C205	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C206	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C207	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C208	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C209	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C210	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C211	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C212	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C213	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C214	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C215	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C216	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C217	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C218	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C219	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C220	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C221	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C222	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C223	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C224	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C225	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C226	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C227	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C228	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C229	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C230	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C231	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C232	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C233	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C234	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C235	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C236	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C237	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C238	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C239	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C240	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C241	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C242	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C243	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C244	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C245	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C246	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C247	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C248	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C249	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C250	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C251	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C252	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C253	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C254	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C255	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C256	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C257	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C258	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C259	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C260	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C261	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C262	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C263	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C264	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C265	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C266	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C267	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C268	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C269	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C270	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C271	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C272	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C273	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C274	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C275	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C276	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C277	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C278	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C279	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C280	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C281	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C282	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C283	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C284	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C285	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C286	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C287	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C288	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C289	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C290	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C291	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C292	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C293	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C294	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C295	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C296	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C297	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C298	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C299	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C300	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C301	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C302	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C303	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C304	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C305	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C306	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C307	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C308	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C309	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C310	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C311	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C312	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C313	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C314	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 46°41'56" W
C315	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 43°18'04" E
C316	39.27

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	15.71	10.00	90°00'00"	10.00	14.14	N 28°18'04" E
C2	42.12	25.00	96°29'55"	27.00	37.31	N 61°47'06" W
C3	42.12	25.00	96°29'55"	27.00	37.31	N 34°42'49" E
C4	39.27	25.00	90°00'00"	25.00	35.36	N 28°18'04" E
C5	39.27	25.00	90°00'00"	25.00	35.36	N 61°41'56" W
C6	132.61	345.00	22°01'22"	67.09	131.81	N 61°18'15" E
C7	107.99	1725.00	3°35'16"	53.99	107.98	S 62°46'57" E
C8	406.46	1725.00	13°29'44"	203.79	405.55	S 69°29'19" E
C9	514.47	465.00	63°23'27"	287.15	488.63	N 35°46'55" E
C10	625.00	1750.00	20°27'55"	315.75	621.62	S 84°27'08" E
C11	467.37	465.00	57°35'01"	257.14	447.96	N 76°30'58" E
C12	39.27	25.00	90°00'00"	25.00	35.36	N 73°18'04" E
C13	82.64	425.00	11°08'22"	41.47	82.51	S 68°13'53" E
C14	114.67	1750.00	3°45'20"	57.36	114.65	N 66°40'54" W
C15	31.19	20.00	89°19'59"	19.77	28.12	N 44°23'04" E
C16	166.19	1750.00	5°26'27"	83.16	166.13	S 69°34'51" E
C17	31.42	20.00	90°00'00"	20.00	28.28	S 28°18'04" W
C18	39.27	25.00	90°00'00"	25.00	35.36	S 61°41'56" E
C19	17.53	25.00	40°09'54"	9.15	17.17	S 20°46'07" E
C20	121.32	425.00	16°21'20"	61.12	120.91	S 76°47'44" E

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C21	17.53	25.00	40°09'54"	9.15	17.17	S 20°46'07" E
C22	31.42	20.00	90°00'00"	20.00	28.28	N 61°41'56" W
C23	31.42	20.00	90°00'00"	20.00	28.28	S 28°18'04" W
C24	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C25	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C26	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C27	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C28	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C29	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C30	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C31	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C32	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C33	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C34	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C35	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C36	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C37	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C38	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C39	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C40	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C41	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C42	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C43	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C44	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C45	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C46	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C47	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C48	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C49	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C50	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C51	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C52	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C53	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C54	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C55	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C56	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C57	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C58	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C59	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C60	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C61	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C62	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C63	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C64	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C65	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C66	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C67	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C68	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C69	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C70	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C71	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C72	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C73	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C74	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C75	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C76	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C77	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C78	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C79	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C80	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C81	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C82	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C83	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C84	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C85	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C86	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C87	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C88	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C89	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C90	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C91	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C92	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C93	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C94	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C95	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C96	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C97	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C98	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C99	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C100	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C101	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C102	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C103	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C104	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C105	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C106	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C107	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C108	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C109	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C110	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C111	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C112	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C113	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C114	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C115	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C116	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C117	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C118	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C119	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C120	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C121	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C122	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C123	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C124	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C125	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C126	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C127	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C128	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C129	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C130	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C131	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C132	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C133	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C134	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C135	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C136	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C137	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C138	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E
C139	1.57	1.00	90°00'00"	1.00	1.41	S 61°41'56" E
C140	1.57	1.00	90°00'00"	1.00	1.41	S 28°18'04" W
C141	1.57	1.00	90°00'00"	1.00	1.41	N 61°41'56" W
C142	1.57	1.00	90°00'00"	1.00	1.41	N 28°18'04" E

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 11°34'41" W	1.00'
L2	N 16°45'55" E	10.00'
L3	S 73°18'04" E	10.00'
L4	N 16°45'55" E	10.00'
L5	N 16°45'55" E	10.00'
L6	N 16°45'55" E	10.00'
L7	S 16°45'55" W	10.00'
L8	N 73°18'04" E	10.00'
L9	S 73°18'04" W	10.00'
L10	N 73°18'04" E	10.00'
L11	S 73°18'04" W	10.00'
L12	N 73°18'04" E	10.00'
L13	S 73°18'04" W	10.00'

Exhibit "C" to
Subdividers Agreement
for
Convergence Research Park Residential Phase 2

CERTIFICATE OF CONCURRENCY COMPLIANCE FOR CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 2

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to San Felasco Research Ventures, LLC, a Florida Limited Liability Company authorized to transact business in the State of Florida and ("Developer/Owner") by City of Alachua, Florida ("City") this 24th day of July, 2023.

RECITALS

WHEREAS, the Developer/Owner is developing a residential subdivision in the CITY known as Convergence Research Park Residential Phase 2 (the "Project"), legally described in attached Exhibit "A";

WHEREAS, the Developer/Owner has secured a Subdividers Agreement for the Project 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 Certificate of Concurrency Compliance by the City as to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have one or more of the following land development permits in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Corporate Park ("CP");

WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision for the Project;

WHEREAS, the Project is now ready to proceed to approval of a Final Plat comprised of 103 residential lots;

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

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

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

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

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

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

WHEREAS, the Developer/Owner acknowledges that this Certificate of Concurrency Compliance constitutes a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer/Owner has no claim for monetary damages against the City in the event of any dispute regarding this Certificate, Developer/Owner's sole remedy for any dispute in any way relating to this Certificate is an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed to as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING RECITALS, findings of fact and conclusion of law, the City issues this Certificate of Concurrency Compliance subject to the following conditions of issuance:

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

2. The City will reserve 25,750 gallons per day (103 lots x 250 gallons per day) of wastewater capacity for the 103 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdividers Agreement, on file with the City.

3. The City will reserve 28,325 gallons per day (103 lots x 275 gallons per day) of water capacity for the 103 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdividers Agreement, on file with the City.

4. The City will reserve the following trips of traffic capacity for the 103 units proposed in the Project as defined by applicable development permits, including construction plans and Subdividers Agreement, on file with the City: Segment 4 (US 441 from CR25A East Intersection to SR 235): 519 Average Annual Daily Trips ("AADT") and 51 PM Peak Hour Trips; and Segment 13 (CR 241 from CR 235 to the South City Limit): 519 AADT and 51 PM Peak Hour Trips.

5. The City will reserve 1.31 acres (2.55 persons per household x 103 units x 5 acres per 1,000 persons) of recreation capacity for the 103 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdividers Agreement, on file with the City.

6. The City will reserve 191.73 tons per year (0.73 tons per capita per year x 2.55 persons per household x 103 units) of solid waste capacity for the 103 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdividers Agreement, on file with the City.

7. The City will reserve 12 student stations in the Northwest Elementary School Concurrency Service Area (SCSA), six (6) student stations in the Mebane Middle SCSA, and nine (9) student stations in the Santa Fe High SCSA, for the 103 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdividers Agreement, on file with the City.

8. This Certificate of Concurrency Compliance shall remain in effect for a period of one (1) year from the date of the approval of the Subdividers Agreement between the Developer/Owner and the City.

9. It is the intent of the City and Developer/Owner that this Certificate of Concurrency Compliance be incorporated into and considered a part of the Subdividers Agreement executed by the Developer/Owner and City for the Project dated the 24th day of July, 2023. Failure to comply with the term of that Subdividers Agreement shall result in the termination of the reservations in this Certificate.

10. This Certificate of Concurrency Compliance shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this 24th day of July, 2023, and is subject to the terms and findings as stated herein.

Attest: CITY OF ALACHUA

_____ By: _____

Mike DaRoza, City Manager/Clerk/ Land Development Regulations Administrator

Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 2 was acknowledged before me, **by means of □ physical presence or □ online notarization,** on this _____ day of _____, 2023, by GIB COERPER, who is (personally known to me) OR (who has produced _____ as identification).

_____

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

Approved as to form:

_____

Marian B. Rush, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

DEVELOPER/OWNER

San Felasco Research Ventures, LLC,
a Florida Limited Liability Company
By: Roberts Capital Ventures, LLC, a Manager

Witnesses:

Gabrielle Pastor
Gabrielle Pastor

Stephanie J Slown
Stephanie J Slown

By: _____
C. Austen Roberts, a Manager

STATE OF FLORIDA

COUNTY OF FL-Union

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 2 was acknowledged before me, **by means of ☑ physical presence or ☐ online notarization,** on this 13 day of July, 2023, by C. Austen Roberts, who is (personally known to me) OR (who has produced _____ as identification).

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

STEPHANIE J. SLOWN
MY COMMISSION # GG 918487
EXPIRES: October 13, 2023
Bonded Thru Notary Public Underwriters

[END]

LEGAL DESCRIPTION

Exhibit "A" to
Certificate of Concurrency Compliance
for
Convergence Research Park Residential Phase 2

CHW Professional Consultants

DATE: November 08, 2022
CLIENT: San Felasco Research Ventures, LLC
PROJECT NO: 21-0105.13
DESCRIPTION FOR: Convergence Research Parcel – Residential Phase 2

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 26, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 26; THENCE NORTH 88°11'56" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 26, A DISTANCE OF 40.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (A.K.A. NORTHWEST 140TH STREET), HAVING AN 80 FOOT RIGHT-OF-WAY; THENCE SOUTH 02°05'16" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 327.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11419.16 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°39'24" EAST, 630.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°09'44", AN ARC LENGTH OF 630.26 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°14'16" EAST, A DISTANCE OF 370.10 FEET TO THE SOUTH LINE OF SAID LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 88°16'47" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 435.44 FEET; THENCE NORTH 88°20'20" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 345.34 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING THE SOUTH LINE OF AFOREMENTIONED LANDS AND THROUGH THE FOLLOWING TWENTY (20) COURSES AND DISTANCES (1) NORTH 11°04'32" WEST, 130.63 FEET; (2) THENCE NORTH 16°41'56" WEST, 125.00 FEET; (3) THENCE SOUTH 73°18'04" WEST, 34.32 FEET; (4) THENCE NORTH 16°41'56" WEST, 70.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 14.14 FEET; (5) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 15.71 FEET; (6) THENCE NORTH 16°41'56" WEST, 95.00 FEET; (7) THENCE SOUTH 73°18'04" WEST, 194.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 61°41'56" WEST, 77.78 FEET; (8) THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (9) THENCE NORTH 16°41'56" WEST, 170.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 77.78 FEET; (10) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (11) THENCE NORTH 73°18'04" EAST, 279.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°48'15" EAST, 307.84 FEET; (12) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°59'38", AN ARC LENGTH OF 319.10 FEET; TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°18'15" EAST, 131.69 FEET; (13) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°00'22", AN ARC LENGTH OF 132.51 FEET; (14) THENCE NORTH 1°41'56" WEST, 236.37 FEET; (15) THENCE NORTH 4°15'02" WEST, 75.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1535.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 87°01'31" EAST, 68.36 FEET; (16) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°33'06", AN ARC LENGTH OF 68.36 FEET; (17) THENCE NORTH 88°18'04" EAST, 315.00 FEET; (18) THENCE NORTH 1°41'56" WEST, 47.49 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 130.96 FEET;

(19) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 131.05 FEET; (20) THENCE NORTH 5°31'15" EAST, A DISTANCE OF 487.64 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN FELASCO PARKWAY (VARYING RIGHT-OF-WAY) AND THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 84°28'45" EAST, 80.00 FEET; THENCE EAST ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED PARKWAY, THROUGH A CENTRAL ANGLE OF 2°41'47", AND AN ARC LENGTH OF 80.01 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 5°31'15" WEST, A DISTANCE OF 487.64 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 120.89 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 120.97 FEET; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 400.00 FEET TO THE NORTHWEST CORNER OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, RECORDED IN PLAT BOOK 38, PAGE 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY FLORIDA; THENCE THROUGH THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE WEST BOUNDARY OF AFOREMENTIONED PLAT (1) SOUTH 1°41'56" EAST, 896.43 FEET; (2) THENCE SOUTH 5°24'03" WEST, 60.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1720.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°48'07" EAST, 107.88 FEET; (3) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°35'39", AN ARC LENGTH OF 107.90 FEET; (4) THENCE SOUTH 8°59'43" WEST, 125.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1595.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 88°17'10" WEST, 404.30 FEET; (5) THENCE WEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'44", AN ARC LENGTH OF 405.39 FEET; (6) THENCE SOUTH 15°55'58" EAST, 293.99 FEET TO THE SOUTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466, PAGE 377 AND THE SOUTHWEST CORNER OF AFOREMENTIONED PLAT, PUBLIC RECORDS OF ALACHUA COUNTY; THENCE ALONG THE SOUTH LINE OF SAID O.R. BOOK AND PAGE SOUTH 88°20'20" WEST, A DISTANCE OF 747.60 FEET BACK TO THE **POINT OF BEGINNING**.

CONTAINING 32.27 ACRES, MORE OR LESS.

CHW Professional Consultants

PLANNING DESIGN SURVEYING ENGINEERING CONSTRUCTION

May 23, 2023

City of Alachua
15100 NW 142nd Terrace
Alachua, FL 32615

RE: Convergence Research Park Residential Phase 2
Engineer's Certification

To Whom it May Concern:

This letter shall serve as the Engineer's Certification of Costs for the referenced project.

I hereby certify that the cost of construction applicable to surety left to build is as follows:

Infrastructure (Contract with OBI- Attached)	$ 4,635,000.00
Survey Monumentation	$ 2 5,000.00
Total:	**$ 4,660,000.00**

The above costs are per a Contract attached from Osteen Brothers that is complete and adequate to construct the project per the approved plans.

The surety value per City of Alachua ULDC requirements is as follows:

Construction Value x 120%
$4,660,000.00 x 120% = **$5,592,000.00**

If you or any staff should have any questions or concerns, please do not hesitate to contact me.

Sincerely,
CHW, Inc.

Robert Justin Walpole

Digitally signed by Robert Justin Walpole
DN: E=walpole@chw-inc.com, CN=Robert Justin Walpole, OU=Robert Justin Walpole, L=Gainesville, S=Florida, C=US
Date: 2023.05.23 15:58:30-04'00'

Robert Walpole, P.E.
President/CEO

Robert J. Walpole
State of Florida, Professional Engineer, License No. 68208

This item has been digitally signed and sealed by Robert J. Walpole, PE on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CHW
Professional Consultants

Exhibit "E" to
Subdividers Agreement
for
Convergence Research Park Residential Phase 2

PLANNING DESIGN SURVEYING ENGINEERING CONSTRUCTION

May 15, 2023

City of Alachua
15100 NW 142nd Terrace
Alachua, FL 32615

RE: Convergence Research Park Residential Phase 2 - Sidewalk
Engineer's Certification

To Whom it May Concern:

This letter shall serve as the Engineer's Certification of Costs for the above referenced project.

I hereby certify that the cost of construction applicable to surety left to build is as follows:

Sidewalk Construction $194,712.00

The surety value per City of Alachua ULDC requirements is as follows:

Construction Value x 120%
$194,712.00 x 120% = **$233,654.40**

If you or staff should have any questions or concerns, please do not hesitate to contact me.

Sincerely,
CHW, Inc.

ROBERT JUSTIN WALPOLE LICENSE No. 58206 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/23

Robert Walpole, P.E.
President/CEO

N:\2021\21-0100\Documents\06_Construction\Cost Estimate\PH 2\0610 CRP Ph 2- Engineers Certification for Sidewalk.docx

MILLER · TROIANO
Attorneys at Law

ROBERT T. MILLER (1918-2007)
RICHARD A. MILLER
Board Certified Real Estate Lawyer
VICTOR J. TROIANO
PHILIP H. BUSH
NICHOLAS J. TROIANO
LAURIANE CICCARELLI
THEODORE R. M. MILLER
WILLIAM H. HARRELL

Post Office Box 8169
Lakeland, Florida 33802-8169

2323 South Florida Avenue
Lakeland, Florida 33803

317 South Tennessee Avenue
Lakeland, Florida 33801

Telephone: 863-688-7038

Facsimile: 863-688-2619

www.millerlawfl.com

May 24, 2023

City of Alachua

RE: Title Opinion – San Felasco Research Ventures, LLC
Our File # 4-30051
Fund File # 1345166 (Phase Two)

Dear Sir or Madam:

Pursuant to your request, we have examined the title on the following described property:

See Exhibit "A" attached hereto

The plat search by Attorneys' Title Fund Services, LLC covers the period of time 01/01/1974 through May 8, 2023 at 11:00 p.m. which search purports to reflect the status of title up to said effective date.

In searching these records, we find fee simple title to be vested in the name of San Felasco Research Ventures, LLC, a Florida limited liability company by Special Warranty Deed recorded in O.R. Book 4964, Page 1044, Public Records of Alachua County, Florida.

The following mortgages are all the mortgages of record that have not been satisfied or released of record nor otherwise terminated by law:

1. Mortgage to AgAmerica Lending, LLC, mortgagee(s), recorded in O.R. Book 4964, Page 1086, assigned to AG Reit One, LLC, by Assignment recorded in O.R. Book 4964, Page 1785, Public Records of Alachua County, Florida.

2. Mortgage to AgAmerica Lending, LLC, mortgagee(s), recorded in O.R. Book 4964, Page 1053, and rerecorded in O.R. Book 4968, Page 2370, Public Records of Alachua County, Florida.
3. Mortgage to Lennar Homes, LLC, mortgagee(s), recorded in O.R. Book 5032, Page 1432, Public Records of Alachua County, Florida.
4. Intercreditor Agreement recorded in O.R. Book 5032, Page 1441, Public Records of Alachua County, Florida.
5. UCC Financing Statement between San Felasco Research Ventrues, LLC and AgAmerica Lending LLC as recorded in O.R. Book 4964, Page 1078, Public Records of Alachua County, Florida.
6. UCC Financing Statement between San Felasco Research Ventures, LLC and AgAmerica Lending LLC as recorded in O.R. Book 4964, Page 1113, Public Records of Alachua County, Florida.
7. Cross Default and Cross Collateralization Agreement recorded in O.R. Book 5068, Page 58, Public Records of Alachua County, Florida.

Other encumbrances affecting the title:

1. Declaration Confirming Development Fee recorded in O.R. Book 4964, Page 1137, Public Records of Alachua County, Florida.
2. Easement in favor of City of Alachua recorded in O.R. Book 4672, Page 1184, Public Records of Alachua County, Florida.
3. Notice of Environmental Resource Permit recorded in O.R. Book 4995, Page 2109, Public Records of Alachua County, Florida.
4. Memorandum of Agreement recorded in O.R. Book 5024, Page 1137, Public Records of Alachua County, Florida.

Sincerely yours,

MILLER TROIANO, P.A.

Richard A. Miller

Exhibit "A"

PROPOSED PLAT OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE II

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 26, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 26; THENCE NORTH 88°11'56" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 26, A DISTANCE OF 40.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (A.K.A. NORTHWEST 140TH STREET), HAVING AN 80 FOOT RIGHT-OF-WAY; THENCE SOUTH 02°05'16" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 327.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11419.16 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°39'24" EAST, 630.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°09'44", AN ARC LENGTH OF 630.26 FEET TO THE END OF SAID CURVE; THENCE SOUTH 5°14'16" EAST, A DISTANCE OF 370.10 FEET TO THE SOUTH LINE OF SAID LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 88°16'47" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 435.44 FEET; THENCE NORTH 88°20'20" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 345.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTH LINE OF AFOREMENTIONED LANDS AND THROUGH THE FOLLOWING TWENTY (20) COURSES AND DISTANCES (1) NORTH 11°04'32" WEST, 130.63 FEET; (2) THENCE NORTH 16°41'56" WEST, 125.00 FEET; (3) THENCE SOUTH 73°18'04" WEST, 34.32 FEET; (4) THENCE NORTH 16°41'56" WEST, 70.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 14.14 FEET; (5) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 15.71 FEET; (6) THENCE NORTH 16°41'56" WEST, 95.00 FEET; (7) THENCE SOUTH 73°18'04" WEST, 194.40 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 61°41'56" WEST, 77.78 FEET; (8) THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (9) THENCE NORTH 16°41'56" WEST, 170.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°18'04" EAST, 77.78 FEET; (10) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 86.39 FEET; (11) THENCE NORTH 73°18'04" EAST, 279.40 FEET; TO THE BEGINNING OF

A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°48'15" EAST, 307.84 FEET; (12) THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°59'38", AN ARC LENGTH OF 319.10 FEET; TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 345.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°18'15" EAST, 131.69 FEET; (13) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°00'22", AN ARC LENGTH OF 132.51 FEET; (14) THENCE NORTH 1°41'56" WEST, 236.37 FEET; (15) THENCE NORTH 4°15'02" WEST, 75.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1535.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 87°01'31" EAST, 68.36 FEET; (16) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°33'06", AN ARC LENGTH OF 68.36 FEET; (17) THENCE NORTH 88°18'04" EAST, 315.00 FEET; (18) THENCE NORTH 1°41'56" WEST, 47.49 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 1°54'40" EAST, 130.96 FEET; (19) THENCE NORTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 131.05 FEET; (20) THENCE NORTH 5°31'15" EAST, A DISTANCE OF 487.64 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN FELASCO PARKWAY (VARYING RIGHT-OF-WAY) AND THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 84°28'45" EAST, 80.00 FEET; THENCE EAST ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED PARKWAY, THROUGH A CENTRAL ANGLE OF 2°41'47", AND AN ARC LENGTH OF 80.01 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 5°31'15" WEST, A DISTANCE OF 487.64 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 1°54'40" WEST, 120.89 FEET; THENCE SOUTH ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°13'11", AN ARC LENGTH OF 120.97 FEET; THENCE SOUTH 1°41'56" EAST, A DISTANCE OF 42.49 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 400.00 FEET TO THE NORTHWEST CORNER OF CONVERGENCE RESEARCH PARK RESIDENTIAL PHASE 1, RECORDED IN PLAT BOOK 38, PAGE 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY FLORIDA; THENCE THROUGH THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE WEST BOUNDARY OF AFOREMENTIONED PLAT (1) SOUTH 1°41'56" EAST, 896.43 FEET; (2) THENCE SOUTH 5°24'03" WEST, 60.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1720.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°48'07" EAST, 107.88 FEET; (3) THENCE EAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°35'39", AN ARC LENGTH OF 107.90 FEET; (4) THENCE SOUTH 8°59'43" WEST, 125.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1595.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 88°17'10" WEST, 404.30 FEET; (5) THENCE WEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°33'44", AN ARC LENGTH OF 405.39 FEET; (6) THENCE SOUTH 15°55'58" EAST,

293.99 FEET TO THE SOUTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466, PAGE 377 AND THE SOUTHWEST CORNER OF AFOREMENTIONED PLAT, PUBLIC RECORDS OF ALACHUA COUNTY; THENCE ALONG THE SOUTH LINE OF SAID O.R. BOOK AND PAGE SOUTH 88°20'20" WEST, A DISTANCE OF 747.60 FEET BACK TO THE POINT OF BEGINNING.

commissioners on the topic.

Throughout the meeting there was a tug of war between Cornell, who wanted to discuss the meat processing facility and other environmental projects, and Marlowe, who seemed primarily interested in hearing that the County would move the repairs for CR 337 up to 2026.

At one point Marlowe opened the floor for citizens to comment on their experience with CR 337 and the need for the road to be made safer. Approximately 18 people addressed both Commissions to explain just how dangerous the roadway was and their concerns about safety.

Alachua County Public Works Director Ramon D. Gavarrete addressed plans approved by the County Commission. He said that a traffic study had been requested on CR 337 and it should be available in September. He suggested also that a four-way stop and turn lanes would likely remedy the problem with dangerous curves. He estimated the project cost would likely be $9 million.

County Commissioner Mary Alford moved to bump the timeline up on addressing the first segment of CR 337 and instruct City and County staff to work together on creating a funding and timeline solution to present to the commission.

Cornell proposed a substitute motion, which the commission split into two parts. The first part failed, Returning to the original timeline, the commission carried Alford's motion, 3-2.

County Commissioner Marihelen Wheeler asked about the possibility of the county purchasing the land from Newberry instead of leasing it. Newberry City Manager Mike New said for logistics purposes of providing utilities, it is best for the land to be leased, but he and Marlowe expressed openness to working out an agreement that was long-term and permanent enough to satisfy the County. New also mentioned that the County indicated they wanted to have the same type of arrangement with the City that they had when they purchased the property for IFAS, which was also leased.

By the time the floor was opened up for comments on the meat processing facility, midnight. Approximately 14 people, many of whom identified themselves as vegans, addressed the remaining commissioners to speak against the meat processing facility. One person mentioned an online petition against the facility and another explained that a survey had been done and citizens didn't know the facility was even being considered.

The facility was referred to as the "slaughterhouse" and "murder facility." Comments were made about facility workers experiencing PTSD, becoming aggressive because of their job and tending to be more likely to abuse drugs and alcohol.

Speaking on behalf of approving the meat processing facility was the General Coordinator for the Agricultural Justice Project, Leah Cohen. She said that of business.

A local rancher said that people will continue to eat meat whether the plant is approved or not. He pointed out that currently the cattle have to be shipped to another location to be slaughtered and then shipped back, which ends up costing the consumer quite a bit more because of the shipping costs and prices other meat processing facilities charge.

had already run past midnight, the meeting was adjourned.

The topic is on the agenda for a BoCC meeting scheduled for the following day in the County Commission chambers.

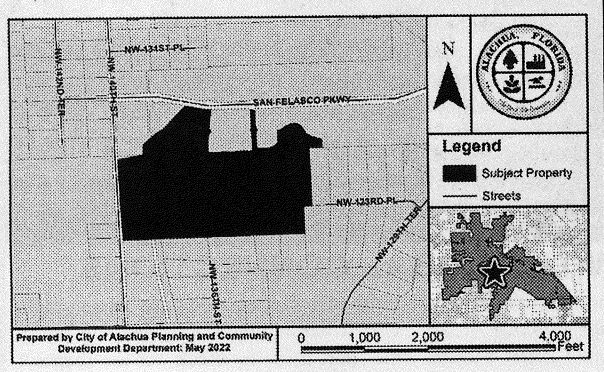
# # #

Email cwalker@alachuatoday.com

City of ALACHUA

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on July 24, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Kevin Smith, PSM, of Causseaux, Hewett, & Walpole, Inc., applicant and agent, for San Felasco Research Ventures, LLC, property owner, for consideration of the Final Plat for Convergence Research Park Residential Phase 2. The final plat proposes to subdivide the ±32.27 acre subject property into a total of 103 lots with associated common areas and road right-of-way. The subject property is located south of San Felasco Parkway, north of Shaw Farms of Alachua and Alachua Highlands, and east of County Road 241. Consisting of portions of Tax Parcel Numbers 03970-000-000 and 03929-000-000; Future Land Use Map (FLUM) Designation: Corporate Park; Zoning: Corporate Park (CP).



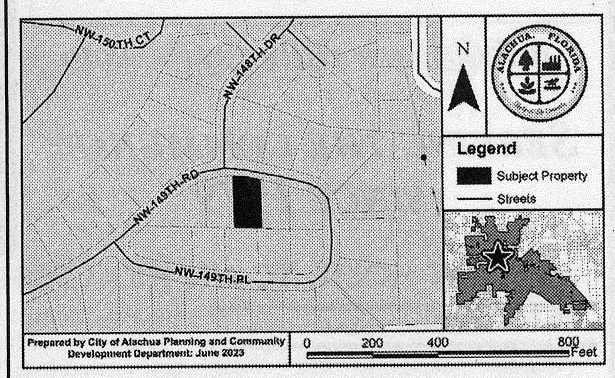
At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the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

(Published: Alachua County Today - July 13, 2023)

City of ALACHUA

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on July 24, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Anna Diekemper and Anthony Meyer, property owners, for consideration of a minor subdivision / replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet on the subject property located at 14881 NW 149th Road; Tax Parcel 03863-020-053; FLUM: Moderate Density Residential; Zoning: Residential Single Family – 3 (RSF-3).



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

(Published: Alachua County Today - July 13, 2023)

City of NEWBERRY

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE BY CITY COMMISSION, NEWBERRY, FLORIDA

NOTICE IS HEREBY GIVEN that the proposed Ordinance Number 2023-14, which title hereinafter appears, will be considered for final enactment on Monday, the 24th day of July 2023, at the City Commission meeting starting at 7:00 p.m., in the City Hall at 25440 Newberry Road, Newberry, Florida. A copy of said Ordinance may be inspected by any member of the public at the office of the Clerk of the Commission in the City Hall, Newberry, Florida. On the date first above mentioned, all interested parties may appear and be heard with respect to the proposed ordinance.

ORDINANCE NUMBER 2023-14

AN ORDINANCE OF THE COMMISSION OF CITY COMMISSIONERS OF CITY OF NEWBERRY, FLORIDA, REGARDING IMPACT FEES; CREATING A NEW CHAPTER 87 OF THE CITY OF NEWBERRY CODE OF ORDINANCES ENTITLED IMPACT FEES; PROVIDING GENERAL DEFINITIONS; PROVIDING RULES OF CONSTRUCTION AND GENERAL LEGISLATIVE FINDINGS; PROVIDING ADMINISTRATIVE PROVISIONS RELATED TO THE IMPOSITION, COLLECTION, AND USE OF IMPACT FEES; PROVIDING FOR EXEMPTIONS, ALTERNATIVE IMPACT FEES, AND DEVELOPER CONTRIBUTION CREDITS; PROVIDING FOR IMPACT FEE REVIEW HEARINGS AND NOTICE REQUIREMENTS GOVERNING THE ADOPTION OF IMPACT FEES OR INCREASE OF IMPACT FEE RATES; PROVIDING FOR THE REVIEW OF IMPACT FEES AND FOR ADMINISTRATIVE COSTS; PROVIDING DEFINITIONS AND LEGISLATIVE FINDINGS RELATED TO TRANSPORTATION IMPACT FEES; PROVIDING FOR THE IMPOSITION, COLLECTION, AND USE OF TRANSPORTATION IMPACT FEES; PROVIDING DEFINITIONS AND LEGISLATIVE FINDINGS RELATED TO PUBLIC BUILDING IMPACT FEES; PROVIDING FOR THE IMPOSITION, COLLECTION, AND USE OF PUBLIC BUILDING IMPACT FEES; PROVIDING FOR NOTICE OF IMPACT FEE RATES; PROVIDING FOR SEVERABILITY, CODIFICATION, LIBERAL CONSTRUCTION, AND PROVIDING AN EFFECTIVE DATE.

The public hearing(s) may be continued to one or more future dates. Any interested party shall be advised that the date, time, and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published.

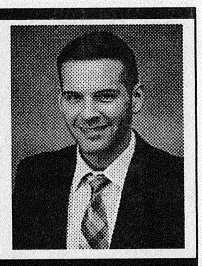
All persons are advised that, if they decided to appeal any decision made at the public hearing(s), they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation for attendance at this meeting should contact MV Transportation, Inc. at 352-375-2784, no later than 72 hours prior to the proceeding. If hearing impaired, call the Florida Relay System at 800-955-8770.

(Published: Alachua County Today - July 13, 2023)

BOUKARI LAW, P.A.
www.BoukariLaw.com

H. BRYAN BOUKARI
ATTORNEY
● REAL ESTATE TRANSACTIONS
● BOUNDARY LINE DISPUTES
● LANDLORD/TENANT
● PUBLIC EMPLOYMENT
● REAL ESTATE LITIGATION



14804 Main Street, Alachua, Florida ● Telephone (386) 462-7LAW (7529)

AFFIDAVIT FOR POSTED LAND USE SIGN

I Cawton W Carter, POSTED THE LAND USE
(name)
SIGN ON 07-06-2023 FOR THE Convergence Residential Phase 2 Final Plat
(date) (state type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.

(signature)

4 (four)

(number of signs)

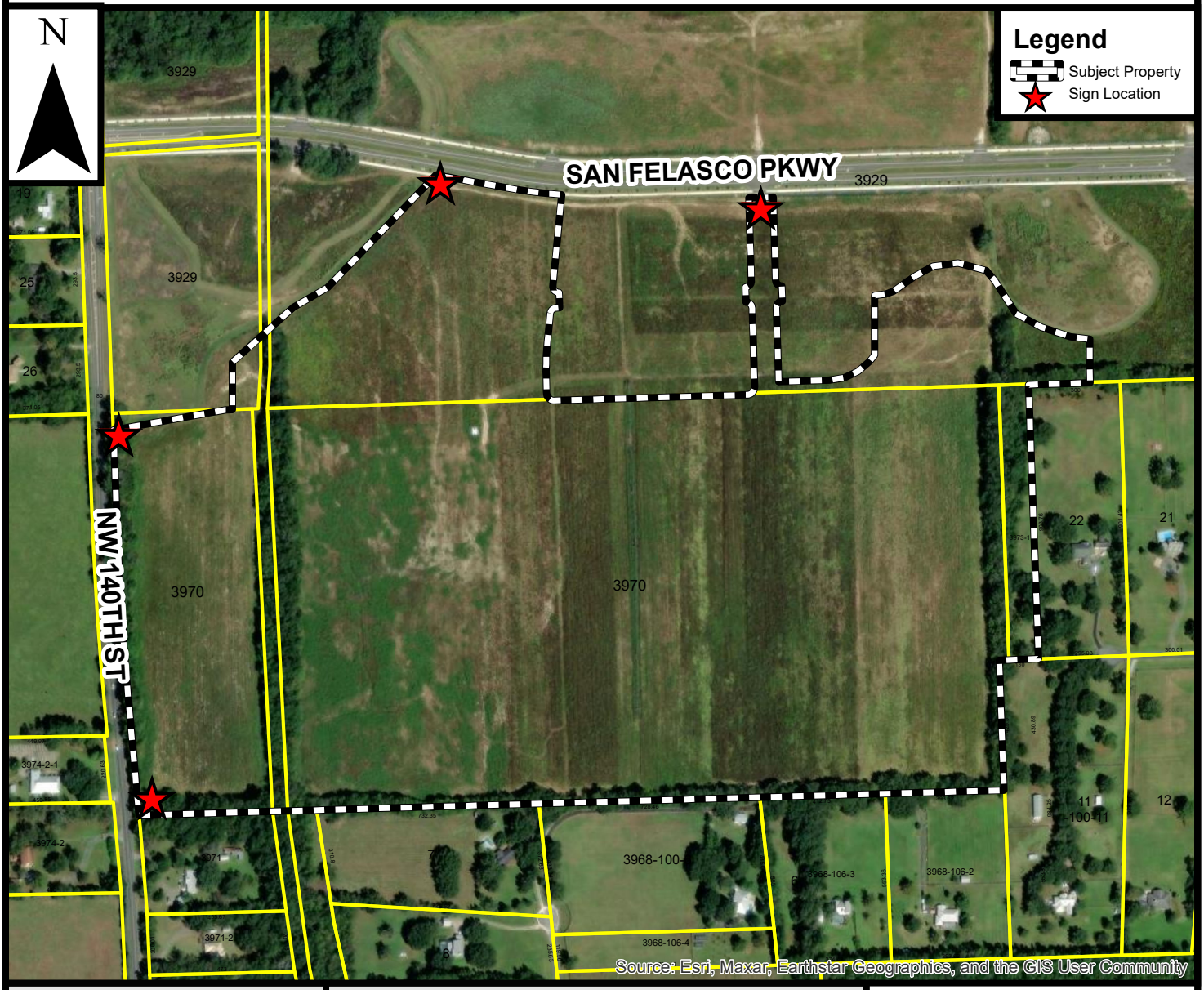
IMPORTANT INFORMATION REGARDING POSTED NOTICE SIGNS

Pursuant to Section 2.2.9(D) of the City's Land Development Regulations, posted notice signs must be placed on the land that is the subject of the application, along each street which is adjacent to or runs through the land in a manner that makes them clearly visible. Signs shall be posted at intervals of not more than 400 feet when the land subject to the application has less than 1,500 feet of road frontage. When the land subject to the application has 1,500 feet or more of road frontage, signs shall be posted at intervals of not more than 1,320 feet.

Signs shall be inspected by the City subsequent to their posting. The applicant shall be responsible for ensuring that the posted notice is maintained on the land subject to the application until the completion of the final public hearing on the application.

Signs must be removed by the applicant and returned to the City within ten days after the final decision on the application.

Convergence Research Park Residential
Phase 2
Final Plat



Prepared by the City of Alachua
Planning & Community Development Department

Prepared June 2023

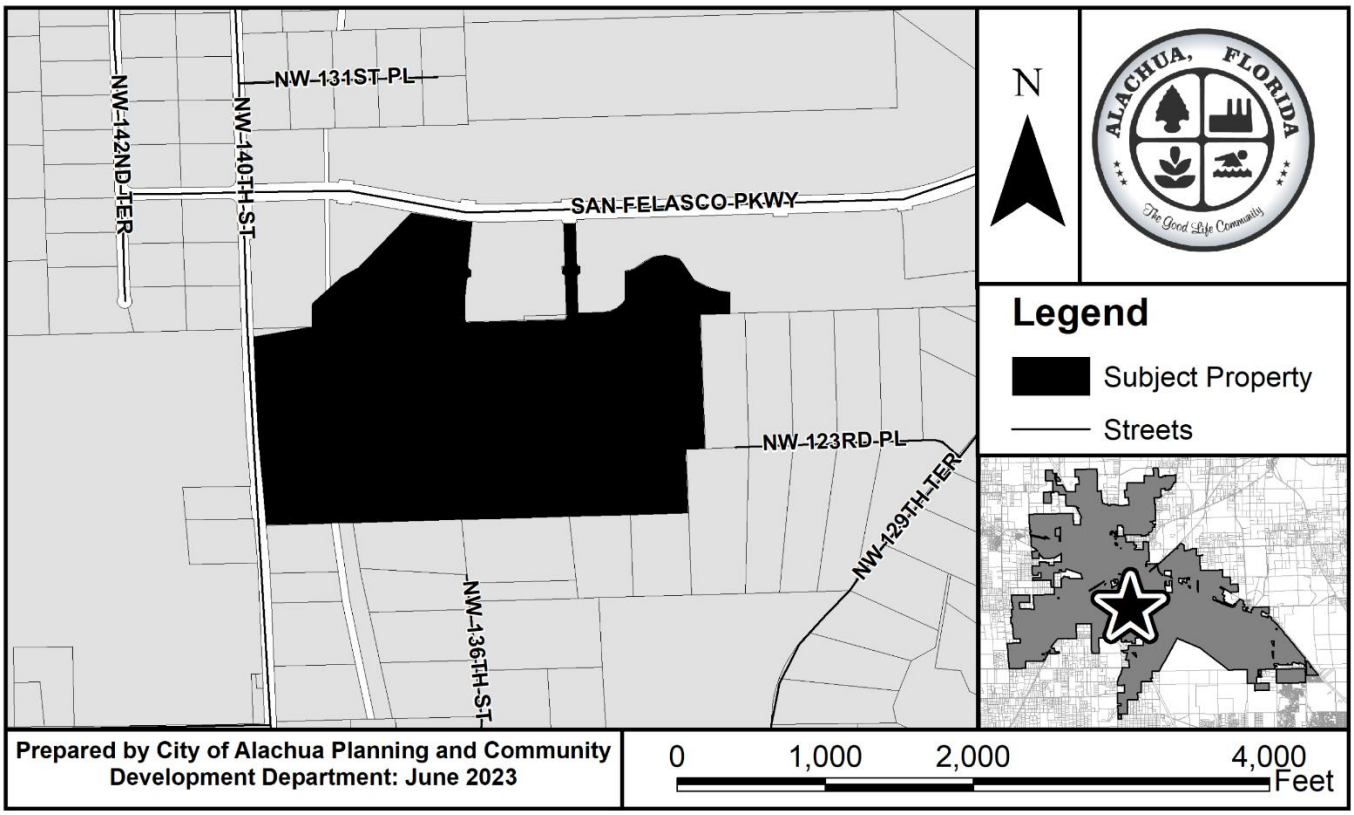
DISCLAIMER: Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The burden of determining accuracy, timeliness, or completeness for use rests solely on the requestor. The City makes no warranties, expressed or implied, as to the use of the data. The requestor acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and in a constant state of maintenance, correction, and update.

0 200 400 800 Feet

Mailed on 7/10/23
JWT

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on July 24, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Kevin Smith, PSM, of Causseaux, Hewett, & Walpole, Inc., applicant and agent, for San Felasco Research Ventures, LLC, property owner, for consideration of the Final Plat for Convergence Research Park Residential Phase 2. The final plat proposes to subdivide the ±32.27 acre subject property into a total of 103 lots with associated common areas and road right-of-way. The subject property is located south of San Felasco Parkway, north of Shaw Farms of Alachua and Alachua Highlands, and east of County Road 241. Consisting of portions of Tax Parcel Numbers 03970-000-000 and 03929-000-000; Future Land Use Map (FLUM) Designation: Corporate Park; Zoning: Corporate Park (CP).



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

03968-100-011

03968-100-022
RICKES ROBERT E
13034 NW 123RD PL
ALACHUA, FL 32615-6536

03971-002-000
WALKER FREDERICK JAMES & LINDA MAE
PO BOX 725
ALACHUA, FL 32616

03974-002-001
ALACHUA CONGREGATION OF JEHOVAH'S WITNESSES
14000 NW 154TH AVE #8
ALACHUA, FL 32615

03971-000-000
FOX & JACK
12107 NW 140TH ST
ALACHUA, FL 32615

03968-100-007
WOODWARD & WOODWARD CO-TRUSTEES
12026 NW 136TH ST
ALACHUA, FL 32615-6549

03926-025-025
HENLEY BRUCE LIFE ESTATE
PO BOX 2158
ALACHUA, FL 32615

03926-025-026
CASON EVELYN YVONNE LIFE ESTATE
12616 NW 140TH ST
ALACHUA, FL 32615

03968-100-012
CANDILARIA OSCAR
13023 NW 123RD PL
ALACHUA, FL 32615-6537

03968-100-006
COLLINS STEVEN W & BARBARA J
1143 NW 76TH BLVD
GAINESVILLE, FL 32606

03968-106-002
BASSO CHRISTOPHER N & KARI B
12111 NW 136TH ST
ALACHUA, FL 32615

03968-106-003
MANGELSDORF ROY & JUDY
12103 NW 136TH ST
ALACHUA, FL 32615

03968-100-008
PIAZZA JUSTIN & REBECCA
12014 NW 136TH ST
ALACHUA, FL 32615

03968-100-021
LONG GREGORY M & MELISSA M
13026 NW 123RD PL
ALACHUA, FL 32615

03974-002-000
ALLIN & RICO H/W
12204 NW 140TH ST
ALACHUA, FL 32615

03974-000-000
GRIFFIS & GRIFFIS JR TRUSTEES
PO BOX 40
ALACHUA, FL 32616-0040

03973-001-000
SHAW FARMS OF ALACHUA INC
PO BOX 610
ALACHUA, FL 32616-0610

03968-100-020

LENNAR HOMES LLC
7411 FULLERTON ST STE 200
JACKSONVILLE, FL 32256

03929-000-000
SAN FELASCO RESEARCH VENTURES LLC
PO BOX 238
LAKE BUTLER, FL 32054

Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160
Étiquettes d'adresse Easy Peel®
Repliez à la hachure afin de révéler le rebord Pop-up
Pat: avery.com/patents

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

Linda Dixon, AICP
Assistant Director Planning
PO Box 115050
Gainesville, FL 32611

Tamara Robbins
PO Box 2317
Alachua, FL 32616

Lynda Coon
7216 NW 126 Avenue
Alachua, FL 32615

Joseph & Phyllis Strickland
14103 NW 156th Place
Alachua, FL 32615

Jean Calderwood
14095 NW 174th Ave
Alachua, FL 32615

Lynn Horton
19005 NW 139th Avenue
Alachua, FL 32615

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

Go to avery.com/templates
Use Avery Template 5160
Easy Peel® Address Labels
Bend along line to expose Pop-up Edge
AVERY 5160®

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: Savannah Station Phase 2A, Unit 1 Sidewalk Infrastructure Acceptance and Return of Surety
PREPARED BY: Rodolfo Valladares, P.E.; Director of Public Services

RECOMMENDED ACTION:
(1) Accept the Savannah Station Phase 2A, Unit 1 sidewalks, and book the value on the City's asset lists; (2) Return the surety amount of $7,601.90 to Fletcher Development, Inc.

Summary

On October 26, 2020, Fletcher Development, LLC. entered into an Amendment to Subdividers Agreement for Savannah Station Phase 2A, Unit 1. This agreement provides, among other things, the requirements for the construction and installation of sidewalks for the project known as Savannah Station Phase 2A, Unit 1.
This infrastructure was completed in accordance with the Amendment to Subdividers Agreement and the City's Land Development Regulations. The one-year maintenance period has expired and any items in need of repair have been completed by Fletcher Development, LLC.

The value for the sidewalks is $63,349.00 as certified probable costs by CHW Professional Consultants.

City of Alachua Code of Ordinances 7.8.1(B), related to subdivisions, requires the express acceptance of maintenance of infrastructure to be effectuated by specific action of the City Commission. This item provides for such action.

The proposed infrastructure for the City to accept includes the Savannah Station Phase 2A, Unit 1 sidewalks that are located within the City Right of Way.

Pursuant to paragraph 5(b) of the Amendment to Subdividers Agreement, Fletcher Development, LLC. provided the City $7,601.90 as the maintenance surety. Since the maintenance period has expired and all repairs have been completed, these funds are to be returned to Fletcher Development, LLC.

FINANCIAL IMPACT: No

BUDGETED: Yes

FUNDING SOURCE: Other

ATTACHMENTS:

Description

- Amended_Subdividers_Agreement_Savannah_Station_Phase_2A_Unit_1
- 2A1- Engineer's Sidewalk Certification
- Phase 2A-1 Sidewalk Book Value

AMENDMENT TO SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A, UNIT 1

THIS is an AMENDMENT TO SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A, UNIT 1 entered into this 26th day of October, 2020 (the "Amendment").

BETWEEN

DEVELOPER: FLETCHER DEVELOPMENT, LLC
A Florida Corporation (the "Developer")
Whose address is: 4510 NW 6th Place
3d Floor
Gainesville, FL 32607

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 Savannah Station Phase 2A, Unit 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Savannah Station Phase 2A, Unit 1 as set forth in Plat Book 36 page 55 of the Public Records of Alachua County (the "Plat");

WHEREAS, the Developer and City has entered into that certain SUBIDIVERS AGREEMENT FOR SAVAHHAH STATION PHASE 2A, UNIT 1 dated December 9, 2019 and recorded in OFFICIAL RECORDS BOOK 4744 PAGE 55 of the public records of Alachua County, Florida, Instrument # 323536 (referred to as the "Subdividers Agreement") as part of the City's site specific regulations for applications for development orders for the subdivision of land as further set forth and required in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

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

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

WHEREAS, the Developer has completed construction of the improvements for the Project as defined below, with the exception of all installment of all of the sidewalks for the Project;

WHEREAS, the Developer wishes to amend the terms of the Subdividers Agreement in order to allow for the installment of sidewalks 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 Agreement, Developer has completed all of the Improvements in accordance with the Subdividers Agreement and this Amendment, with the exception of the completion of the construction and installation of sidewalks required for the Project.

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 shall extended to October 25, 2022. The expiration date for the Irrevocable Letter of Credit that Developer provide pursuant to paragraph 5.a. below shall be December 26, 2022. 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 following the Effective Date, the Developer may submit certifications by CHW, Inc. attesting to the completion of the sidewalks installed in accordance with the specifications herein and in accordance with the Remaining Sidewalk Cost estimates set forth in attached Exhibit "E". The City shall then allow for a partial draw down on the Irrevocable Letter of Credit for these sidewalks and Developer shall cooperate with all requirements to accomplish these drawdowns, provided, however, that if at any time the costs for the sidewalk installation has increased by more than 50 percent, there shall not be any additional draw downs on the sidewalk Irrevocable Letter of Credit. If all of the sidewalks have not been installed by the completion date above, the City shall have the right, but not the obligation, to make a demand for payment of the sidewalk Irrevocable Letter of Credit to pay for the installation of the remaining sidewalks. Prior to the expiration of the sidewalk Irrevocable Letter of Credit, the Developer shall provide the City with cash as set forth in paragraph 5.b. below as the sidewalk maintenance surety. Within six months of the completion of all of the sidewalks installed in the Project, other than any sidewalks constructed by the City, the City shall conduct a final inspection of these sidewalks and notify the Developer in writing of any deficiencies determined in the City's sole discretion. The Developer shall have 30 days

to cure these deficiencies. If the Developer does not cure these deficiencies within 30 days, the City shall be authorized to have the work done and pay for this work from the cash provided by Developer as the sidewalk maintenance surety. Once the sidewalk construction is deemed complete, it shall be submitted to the Commission for acceptance. After the Commission's acceptance of the sidewalks, the remainder of the maintenance cash surety shall be returned to the 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, November 1, 2020, 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:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs and the terms of this Amendment, the Developer further warrants and agrees, to provide Surety Instruments to the City as follows:

   a. As a requirement and condition precedent to this Amendment, the Developer shall provide the City with an Irrevocable Letter of Credit in the form acceptable to the City that shall have an expiration date of December 26, 2022, in the amount of $76,019.00 ($63,349 x 120 %) for the Remaining Sidewalk Cost at set forth on the certification attached hereto as Exhibit "E" as the guarantee of the satisfactory construction of the remaining sidewalks in the Project;
   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 cash payment in the amount of ten percent of the certified value of the completed sidewalks as the sidewalk maintenance surety (approximately $7,601.90 of the amount in attached Exhibit "E"). Upon the Developer's payment of the cash sidewalk maintenance, the City will return the Irrevocable Letter of Credit referenced in paragraph 5.a. above to the Developer, less any drawdowns by the City to complete any Improvements;
   c. As a requirement and condition precedent to this Amendment, Developer shall provide the City an Irrevocable Letter of Credit in a form acceptable to the City in the amount of $87,267.90 to act as a surety for a one year maintenance period for the Improvements constructed by the Developer in accordance with the Subdividers Agreement and this Amendment. This amount is ten percent of the actual cost of the construction of the Improvements in the amount of $872,679.00 set forth in the notarized Application and Certification for Payment provided by the Developer, a copy of which is attached as Exhibit "F". Upon the City receiving this maintenance Irrevocable Letter of Credit and a copy of this Amendment recorded in the Public

Records of Alachua County, Florida, the City will return the original Irrevocable Letter of Credit provided as a surety for the Improvements to the Developer.

6. **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.

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, attached hereto as Exhibit "B".

8. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this AMENDMENT.

9. **Compliance with Other Laws:** Nothing contained in this Amendment shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

10. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

11. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent

or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Amendment, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.

12. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 15 below.

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

14. **Developer's Default:** Should Developer fail to comply with each and every term of this Amendment within the time frames set forth herein, it shall constitute a default on behalf of the Developer and the City shall be entitled to make immediate demand on any irrevocable letter of credit provided by Developer hereunder, without prior notice, and have any other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.

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

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

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

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

Developer: Fletcher Development, LLC
4510 NW 6th Place
3d Floor
Gainesville, FL 32607

16. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Amendment.

17. **Severability:** If any provision of this Amendment is declared void by a court of law, all other provisions will remain in full force and effect.

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

19. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Amendment.

20. **Jurisdiction and Venue:** This Amendment is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.

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

22. **Legal Advice:** The Developer and the City have each had the opportunity to seek the advice of their respective attorneys before entering into this Amendment.

23. **Joint Preparation:** This Amendment has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

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

25. **Time of Essence:** Time is of the essence in complying with each of the terms of this Agreement.

26. **Entire Agreement:** This Amendment is in addition to all of the terms in the Subdividers Agreement. The terms of this Amendment and the Subdividers Agreement shall constitute the entire agreement of the City and the Developer and supersede all prior written or oral agreements, understanding or representations. All of the terms of the Subdividers Agreement shall continue to be in full force and effect, except as modified in this Amendment. In the event there is any inconsistency between the terms of this Amendment and the Subdividers Agreement, the terms of this Amendment shall govern.

27. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City at law or in equity. In no event shall Developer have a cause of action

for monetary damages against the City for anything in any way related to or arising out of this Agreement.

28. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

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

Attest:

Adam Boukari, City Manager/Clerk

CITY OF ALACHUA

By: _____
Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this _____ day of October, 2020, by GIB COERPER, who is personally known to me OR (who has produced _____ as identification) and who took an oath.

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

Approved as to form:

_____
Marian B. Rush, City Attorney

SIGNATURES CONTINUE ON FOLLWING PAGE

Witnesses:

DEVELOPER: Fletcher Development, LLC

Eri Remes

Amy Gnann

By: _____
George E. Fletcher, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A, Unit 1 was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 22 day of October, 2020, by GEORGE E. FLETCHER, who is (personally known to me) OR (who has produced _____ as identification) and who took an oath.

Amy Gnann

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

AMY GNANN
MY COMMISSION EXPIRES
MAY 5, 2023
#GG 328944
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

END

CHW
Professional Consultants

July 5, 2023

Ted Williams
City of Alachua
15100 NW 142nd Terrace
Alachua, FL 32615

Ref: Savannah Station Subdivision Phase 2A-1

Dear Mr. Williams:

This letter is to serve as the Engineer's Certification, certifying that the sidewalk improvements for the lot frontages in the above referenced project have been installed and are substantially in compliance with approved plans and specifications based upon a visual inspection.

Should you have any questions, please contact me at tonyc@chw-inc.com or (352) 331-1976.

Sincerely,
CHW

Anthony V. Caggiano, Jr., P.E.
Sr. Director of Engineering, Construction Services

MEMORANDUM

Savannah Station Phase 2A-1

17-0293

To: City of Alachua

From: Daniel Young, CHW

Date: October 8, 2020

RE: Savannah Station Phase 2A-1 – Installed/Remaining Sidewalk and Cost of Completed Improvements

1. Sidewalk installed to-date: 1,460 sf

2. Sidewalk Remaining to be installed: 11,518 sf

   Remaining Sidewalk Cost

   11,518 sf x $5 / sf = $57,590 + 10% Contingency = **$63,349.00**

3. See attached estimate for cost of completed improvements.

Daniel Young

Daniel H.Young, P.E.
State of Florida, Professional Engineer, License No. 70780

This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated here. 10/08/2020

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

EXHIBIT "E"

tabbies

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

www.chw-inc.com

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: Savannah Station Phase 2A, Unit 2 Sidewalk Infrastructure Acceptance and Return of Surety
PREPARED BY: Rodolfo Valladares, P.E.; Director of Public Services

RECOMMENDED ACTION:
(1) Accept the Savannah Station Phase 2A, Unit 2 sidewalks, and book the value on the City's asset lists; (2) Return the surety amount of $5,036.08 to Fletcher Development, Inc.

Summary

On March 8, 2021, Fletcher Development, LLC. entered into a Subdividers Agreement for Savannah Station Phase 2A, Unit 2. This agreement provides, among other things, the requirements for the construction and installation of sidewalks for the project known as Savannah Station Phase 2A, Unit 2.
This infrastructure was completed in accordance with the Amendment to Subdividers Agreement and the City's Land Development Regulations. The one-year maintenance period has expired and any items in need of repair have been completed by Fletcher Development, LLC.

The value for the sidewalks is 50,360.80 as certified probable costs by CHW Professional Consultants.

City of Alachua Code of Ordinances 7.8.1(B), related to subdivisions, requires the express acceptance of maintenance of infrastructure to be effectuated by specific action of the City Commission. This item provides for such action.

The proposed infrastructure for the City to accept includes the Savannah Station Phase 2A, Unit 2 sidewalks that are located within the City Right of Way.

Pursuant to paragraph 15(b) of the Subdividers Agreement, Fletcher Development, LLC. provided the City $5,036.08 as the maintenance surety. Since the maintenance period has expired and all repairs have been completed, these funds are to be returned to Fletcher Development, LLC.

FINANCIAL IMPACT: No

BUDGETED: Yes

FUNDING SOURCE: Other

ATTACHMENTS:

Description

- Subdividers_Agreement_Savannah_Station_Phase_2A_Unit_2
- 2A2- Engineer's Sidewalk Certification
- Phase 2A-2 Sidewalk Book Value

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3324932 23 PG(S)
3/23/2021 9:12 AM
BOOK 4871 PAGE 1282
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1003011
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.00
Intang. Tax: $0.00

SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A, UNIT 2

THIS SUBDIVIDERS AGREEMENT for Savannah Station Phase 2A, Unit 2 (the "Agreement") is made this 8th day of March, 2021.

BETWEEN

DEVELOPER: FLETCHER DEVELOPMENT, LLC
A Florida Corporation (the "Developer")
Whose address is: 4510 NW 6th Place
3d Floor
Gainesville, FL 32607

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 Savannah Station Phase 2A, Unit 2 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Savannah Station Phase 2A, Unit 2 as set forth in Plat Book 37 page 56 of the Public Records of Alachua County (the "Plat"), 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 as material terms of this Agreement by reference.

2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.

3. **Construction:** The Developer shall construct, at Developer's sole expense, the 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, with the exception of the sidewalks depicted on the Construction Plans which abut or are immediately adjacent to a residential house lot depicted on the Plat (herein referred as "House Sidewalk" or "House Sidewalks"), in a diligent manner and Developer shall complete these Improvements on or before August 22, 2022.

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 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 applicable regulations, ordinances, laws, and rules.

8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within one (1) business day of the recording of the Plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat. The Developer shall pay all costs associated with the recording of this Agreement. 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. Upon the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide an irrevocable letter of credit which shall have an expiration date of October 24, 2022 to the City in the amount of $1,541,602 (120% of the $1,284,669.00 construction costs as set forth in the Certification in attached Exhibit "D") as the surety instrument and guarantee of the satisfactory construction of all of the Improvements required for the Project in accordance with this Agreement.
    b. Upon Developer's timely completion of the Improvements and the City's approval (but not acceptance) of these Improvement, and the Developer providing an acceptable irrevocable letter of credit to the City for 10 percent of the certified value of the Improvements as the maintenance surety (approximately $128,466.90 as set forth in the Certification in attached Exhibit "D"), the City will return the original $1,541,602.00 irrevocable Letter of Credit to the Developer, less any drawdowns requested by the City for the completion of any Improvements.

10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, the Developer may commence construction of the Improvements. Construction shall be completed on or before August 22, 2022 (with the exception of House Sidewalks – see paragraph 15 below). During the construction period, the Project's Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:

    a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
    b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.

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

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 irrevocable Letter of Credit 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 an irrevocable letter of credit of 10% of the certified cost of construction as the one year maintenance surety to the City as set forth in Paragraphs 9.b. above 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 thirty days of written notice. In the event the Project's Engineer of Record determines that a requested repair will take more than thirty days to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one year warranty period. The warranty period shall be extended until the completion of all requested repairs. If the Developer does not complete the repairs within thirty days from the notice, it shall constitute a breach of this Agreement.

13. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the 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 shall return to Developer the balance of the maintenance irrevocable letter of credit for the Improvements. The maintenance of the stormwater management system shall be the responsibility of the Developer.

14. **Maintenance of Landscape Improvements within City Rights-of-Way:** The Developer agrees to construct, install and maintain all landscape improvements located within the right-of-way as shown in the approved Construction Plans for the Project at its sole cost and expense. Should the developer or successor homeowner's association fail to install or maintain the landscape improvements in accordance with the approved Construction Plans, the City may provide notice to the Developer or successor homeowners association in writing, specifying the nature of the deficiency. Within thirty days following receipt of such notice, the Developer or successor homeowner's association shall cause the appropriate repairs or cure to be effected. In the event damage or failure to maintain results in a situation where public safety is at risk, the City may, at its option, effect repairs to the improvements without the need of prior notice to the Developer or successor homeowner's association and will promptly bill the Developer or successor homeowner's association for all actual costs incurred in effecting the emergency repairs.

15. **Construction, Installation, and Surety Devices for House Sidewalks.** 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, to provide the City with surety instruments for the construction and installations of the House Sidewalks for the Project, which shall be completed on or before March 8, 2023.
    a. The Developer shall provide the City with the House Sidewalks Irrevocable Letter of Credit in the form acceptable to the City that shall have an expiration date of April 8, 2023, in the amount of $60,432.96 ($50,360.80 x 120 %) as the guarantee of the satisfactory construction of the House Sidewalks for the Project as set forth on the certification in attached Exhibit "E".
    b. Upon the completion of all of the House Sidewalks in the Project and the City's approval (but not acceptance) of them, the Developer shall provide the City with an Irrevocable Letter of Credit in a form acceptable to the City for ten percent of the certified value of the completed House Sidewalks as the one-year maintenance surety which is approximately $5,036.08 of the amount for the cost of completion in attached Exhibit "E").
    c. Once every six months from August 23, 2021, so long as all Improvements other than the House Sidewalks have been completed by the Developer, inspected by the City, and approved by the City, the Developer may submit certifications by its engineer, CHW, attesting to the completion of specific House Sidewalks in accordance with this Agreement and the Cost estimates on Exhibit "E". The City shall then allow for a partial draw down on the Irrevocable Letter of Credit for these sidewalks and Developer shall cooperate with all requirements to accomplish these drawdowns, provided, however, if at any time the projected costs for the House Sidewalk installation has increased by more than 50 percent, there shall not be any additional draw downs on the House Sidewalks Irrevocable Letter of Credit.
    d. If all of the House Sidewalks have not been installed by March 8, 2023, the City shall have the right, but not the obligation, to make a demand upon and call the House Sidewalks Irrevocable Letter of Credit to pay for the installation of the remaining House Sidewalks.
    e. Prior to the expiration of the House Sidewalks Irrevocable Letter of Credit, the Developer shall provide the City with the House Sidewalk Maintenance Irrevocable Letter of Credit in the amount of 10 percent of the actual cost of construction of all of the House Sidewalks. Upon the City's acceptance of the House Sidewalks Irrevocable Letter of Credit, the City will return Irrevocable Letter of Credit in subparagraph a. above to the Developer, less any drawdowns to the City to complete any the House Sidewalks. Within one year the completion of all of the House Sidewalks installed in the Project, the City shall conduct a final inspection of the House Sidewalks and notify the Developer in writing of any deficiencies determined in the City's sole discretion. The Developer shall have 30 days to cure these deficiencies. If the Developer does not cure these deficiencies within 30 days, the City shall be authorized to have the work done and make a demand on the House Sidewalks Irrevocable Letter of Credit to pay for this work. Once the sidewalk

construction is deemed complete, it shall be submitted to the Commission for acceptance.

f. 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.

g. After the Commission's acceptance of the House Sidewalks, the Maintenance Irrevocable Letter of Credit for the House Sidewalks shall be returned to the Developer.

16. **Non-Interest-Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest-bearing bank account.

17. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".

18. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.

19. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

20. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

21. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily

injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.

22. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 25 below.

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

24. **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 any irrevocable letter of credit provided by Developer hereunder, 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.

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

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

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

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

Developer: Fletcher Development, LLC
4510 NW 6th Place
3d Floor
Gainesville, FL 32607

26. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.

27. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

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

29. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.

30. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.

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

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

33. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

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

35. **Time of Essence:** Time is of the essence in complying with the terms of this Agreement.

36. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.

37. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.

38. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

39. **No Future Representations**: The City's approval of this Subdividers Agreement for Savannah Station Phase 2A, Unit 2, does not imply or in any way represent that the City will approve a subdividers agreement for any other phase of Savannah Station or any other subdivision of the Developer.

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

Attest:

Adam Boukari, City Manager/Clerk

CITY OF ALACHUA

By:

Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A, UNIT 2 was acknowledged before me this 8 day of March 2021, by GIB COERPER, who is personally known to me or who produced N/A as identification.

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

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

[SEAL]

Approved as to form:

Marian B. Rush, City Attorney

[Signatures continue on next page]

Witnesses:

DEVELOPER: Fletcher Development, LLC

Rachelle L. George
Erin Remes

By: _____
George E. Fletcher, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A, UNIT 2 was acknowledged before me this 4 day of March 2021, by George E. Fletcher (type name of signatory), who is personally known to me or who produced _____ as identification.

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

AMY GNANN
MY COMMISSION # GG 328944
EXPIRES: May 5, 2023
Bonded Thru Notary Public Underwriters

Savannah Station Phase 2A, Unit 2 Final Plat - Exhibit A

Exhibit A – Legal Description

LEGAL DESCRIPTION:

A PARCEL OF LAND, BEING SITUATED IN THE NORTH ONE-HALF (N 1 2) OF THE NORTHEAST QUARTER (NE 1 4) OF SECTION 28 AND IN THE SOUTHEAST QUARTER (SE 1 4) OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY), THENCE NORTH 41°53'43" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 656.87 FEET TO THE **POINT OF BEGINNING**; THENCE, CONTINUE NORTH 41°53'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 371.56 FEET, THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTH 48°06'17" EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 5.00 FEET, THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 41°53'43" EAST, A DISTANCE OF 85.19 FEET; THENCE SOUTH 00°28'43" WEST, A DISTANCE OF 145.31 FEET; THENCE SOUTH 89°31'17" EAST, A DISTANCE OF 45.12 FEET; THENCE SOUTH 00°18'58" WEST, A DISTANCE OF 807.11 FEET; THENCE NORTH 89°44'31" WEST, A DISTANCE OF 84.97 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°42'46" WEST, 35.37 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°03'29" AND AN ARC LENGTH OF 39.30 FEET TO THE END OF SAID CURVE, THENCE NORTH 89°48'00" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°17'14" WEST, 35.34 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31" AND AN ARC LENGTH OF 39.24 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°44'39" WEST, A DISTANCE OF 114.91 FEET; THENCE NORTH 00°15'29" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 89°44'31" WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 00°15'29" WEST, A DISTANCE OF 129.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°20'40" WEST, 3.43 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°57'49" AND AN ARC LENGTH OF 3.43 FEET TO THE END OF SAID CURVE AND TO A NORTHERLY CORNER OF AFOREMENTIONED OF SAVANNAH STATION PHASE ONE, A SUBDIVISION; THENCE NORTH 89°40'25" WEST, ALONG THE NORTH BOUNDARY LINE OF SAID SAVANNAH STATION, A SUBDIVISION, A DISTANCE OF 59.88 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°32'29" WEST, 22.67 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 53°54'43" AND AN ARC LENGTH OF 23.52 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°40'59" WEST, 32.72 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 12°31'21" AND AN ARC LENGTH OF 32.78 FEET TO END OF SAID CURVE; THENCE NORTH 48°05'05" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 96.47 FEET; THENCE, DEPARTING SAID NORTH BOUNDARY LINE, NORTH 41°53'43" EAST, A DISTANCE OF 221.89 FEET; THENCE NORTH 48°06'17" WEST, A DISTANCE OF 44.03 FEET; THENCE NORTH 41°53'43" EAST, A DISTANCE OF 55.00 FEET, THENCE NORTH 48°06'17" WEST, A DISTANCE OF 6.83 FEET; THENCE NORTH 41°53'43" EAST, A DISTANCE OF 395.00 FEET; THENCE NORTH 48°06'17" WEST, A DISTANCE OF 290.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINING 11.28 ACRES, MORE OR LESS.

Savannah Station Phase 2A, Unit 2 Final Plat - Exhibit B

SAVANNAH STATION - PHASE 2A, UNIT 2

SITUATED IN THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, AND IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 18 EAST CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW Professional Consultants — 11801 Research Drive, Alachua, Florida 32615, (352) 331-1976, www.CHW-inc.com, LIC. NO. FLORIDA CA-5075

PLAT BOOK 37, PAGE 56

SHEET ONE OF THREE

SURVEYOR'S NOTES

THE BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF NORTH 41°15'47" EAST FOR THE SOUTHEASTERLY R/W LINE OF COUNTY ROAD NO. 235.

2. THE ERROR OF CLOSURE MEETS OR EXCEEDS THE REQUIREMENTS OF THE PLAT RULES AND EXCEEDS 1:10,000

3. THE BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). BENCHMARK USED WAS A NAIL ONLY FOUND IN SURVEY BENCHMARK NUMBER 1518, WITH A PUBLISHED ELEVATION OF 160.69 FEET (NAVD 88).

4. BUILDING SETBACKS (UNLESS SHOWN OTHERWISE):
FRONT = 15'
REAR = 5'
SIDE = 5'
SIDE (STREET) = 15'

5. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS INTERPOLATED FROM FIRM MAP NUMBER 12001C0120 D, EFFECTIVE JUNE 16, 2006.

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

7. THE COMMON AREAS, OPEN SPACE, AND STORM WATER MANAGEMENT AREAS SHOWN HEREON WILL BE CONVEYED TO THE SAVANNAH STATION OWNER'S ASSOCIATION, INC. AND ARE IDENTIFIED FOR MAINTENANCE BY THE HOMEOWNERS ASSOCIATION DOCUMENTS.

8. LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091(8) AND (9) FLORIDA STATUTES.

9. ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.

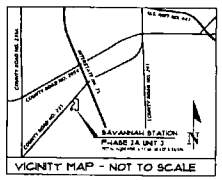
10. THE BASIC BUFFER SHOWN HEREON IS AS PER THE CITY OF ALACHUA LAND DEVELOPMENT REGULATIONS SECTION 6.2.2(D)(2)(C), TABLE 6.2-2

11. THIS PROPERTY IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 3398, PAGE 321, THE SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAVANNAH STATION RECORDED IN OFFICIAL RECORDS BOOK 4109, PAGE 1486 AND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 4109, PAGE 2087, AND THE PLANNED DEVELOPMENT AGREEMENT FOR SAVANNAH STATION PHASE 1 RECORDED IN OFFICIAL RECORDS BOOK 4629, PAGE 1388, ALL OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

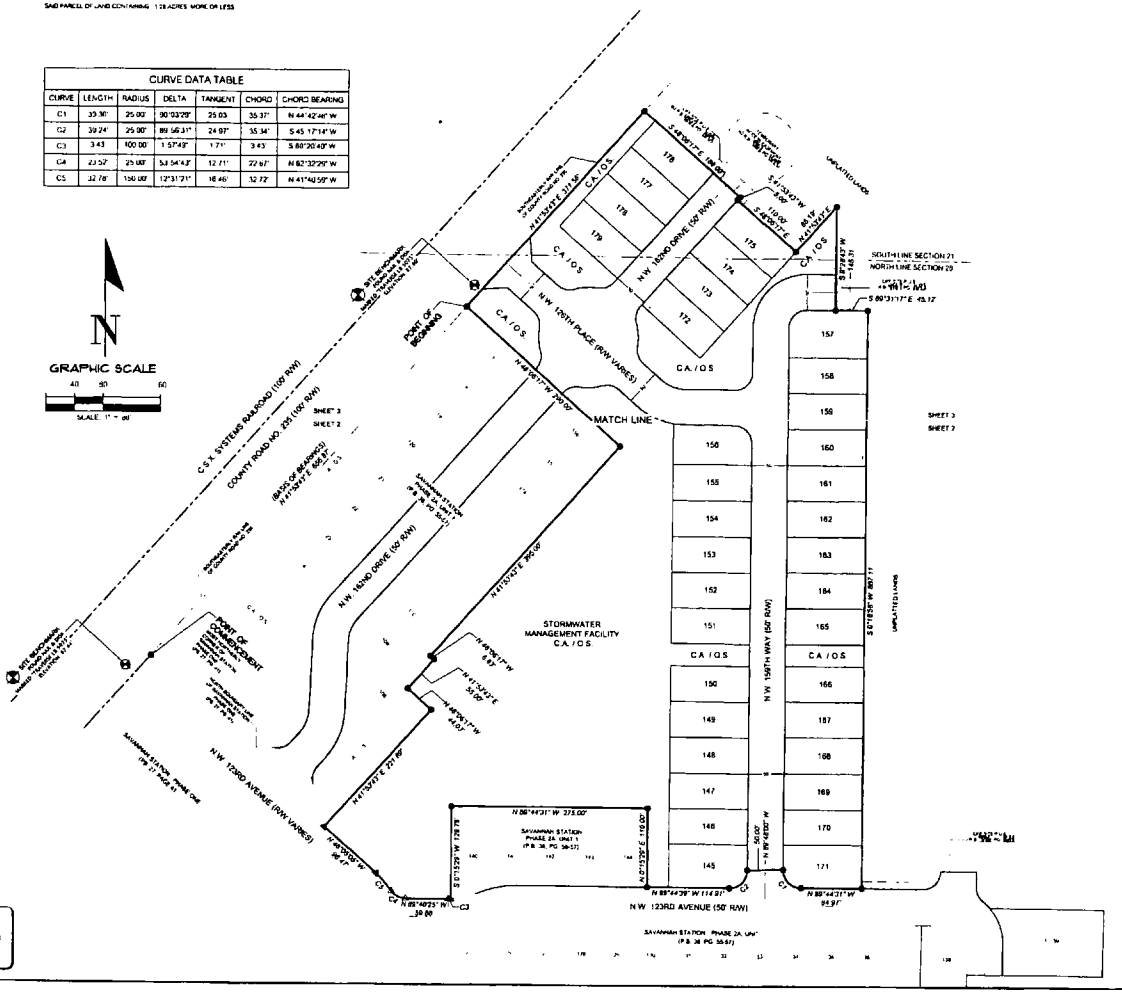
LEGAL DESCRIPTION:

A PARCEL OF LAND BEING SITUATED IN THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28 AND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS IS PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE 41 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, SAID CURRENTLY LIES AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°15'47" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1,319.47 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTH 48°38'13" EAST A DISTANCE OF 1,381.80 FEET; THENCE SOUTH 41°21'47" WEST A DISTANCE OF 1,319.47 FEET; THENCE NORTH 48°38'13" WEST A DISTANCE OF 1,381.80 FEET TO THE POINT OF BEGINNING.



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	39.36'	25.00'	90°03'09"	25.03	35.37'	N 44°42'46" W
C2	39.24'	25.00'	89°56'31"	24.97'	35.34'	S 45°17'14" W
C3	3.43	100.00'	1°57'49"	1.71'	3.43	S 88°30'40" W
C4	23.52'	25.00'	53°54'43"	12.71'	22.67'	N 62°32'26" W
C5	32.78'	150.00'	12°31'21"	16.46'	32.72'	N 41°40'58" W


POINT OF BEGINNING
POINT OF COMMENCEMENT
SOUTH LINE SECTION 21
NORTH LINE SECTION 28
N.W. 126TH PLACE (R/W VARIES)
N.W. 163RD DRIVE (50' R/W)
N.W. 162ND DRIVE (50' R/W)
N.W. 156TH WAY (50' R/W)
N.W. 123RD AVENUE (R/W VARIES)
C.S.X. SYSTEMS RAILROAD (100' R/W)
COUNTY ROAD NO. 235 (100' R/W)
MATCH LINE
SHEET 3
SHEET 2
STORMWATER MANAGEMENT FACILITY C.A./O.S.
C.A./O.S.
SAVANNAH STATION PHASE 2A UNIT 1 (P.B. 36, PG. 56-57)
SAVANNAH STATION PHASE 2A UNIT 2 (P.B. 36, PG. 56-57)
SAVANNAH STATION PHASE ONE (PB 37, PG 41)
UNPLATTED LANDS
N 88°44'31" W 375.00'
N 88°44'29" W 119.81'
N 88°44'31" W 95.91'
S 88°44'29" E 119.00'
S 88°44'29" E 95.00'
S 01°15'29" W 178.78'
S 01°15'29" W 178.78'
S 88°44'31" E 95.00'
N 88°44'31" W 95.00'
N 01°15'29" E 178.78'
N 01°15'29" E 178.78'
N 88°44'31" W 95.00'
S 88°44'31" E 95.00'
N 01°15'29" E 178.78'
S 01°15'29" W 178.78'
N 88°44'31" W 95.91'
N 88°40'25" W 30.00'
S 88°44'31" E 95.00'
S 88°44'31" E 95.00'
S 88°44'31" E 95

Savannah Station Phase 2A, Unit 2 Final Plat - Exhibit B

SAVANNAH STATION - PHASE 2A, UNIT 2

SITUATED IN THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, AND IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 18 EAST CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

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

PLAT BOOK 37, PAGE 57
SHEET TWO OF THREE

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF NORTH 41°51'43" EAST FOR THE SOUTHEASTERLY R/W LINE OF COUNTY ROAD NO. 235.

2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1' IN 10,000.

3. THE BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). BENCHMARK USED WAS A NATIONAL GEODETIC SURVEY BENCHMARK NUMBER V578, WITH A PUBLISHED ELEVATION OF 190.01 FEET (NAVD 88).

4. BUILDING SETBACKS UNLESS SHOWN OTHERWISE:
FRONT = 12'
REAR = 5'
SIDE = 5'
SIDE (STREET) = 15'

5. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM F.I.R.M. MAP NUMBER 12001C0129 D, EFFECTIVE JUNE 16, 2006.

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

7. THE COMMON AREAS, OPEN SPACE, AND STORMWATER MANAGEMENT AREAS SHOWN HEREON, WILL BE CONVEYED TO THE SAVANNAH STATION OWNER'S ASSOCIATION, INC., ARE RESERVED FOR MAINTENANCE TO THE HOMEOWNERS ASSOCIATION DOCUMENTS.

8. LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091(9) AND (10) FLORIDA STATUTES.

9. ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.

10. THE BASE BUFFER SHOWN HEREON IS AS PER THE CITY OF ALACHUA'S LAND DEVELOPMENT REGULATIONS SECTION 6.2.2(A)(2)(c), TABLE 6.2.2.

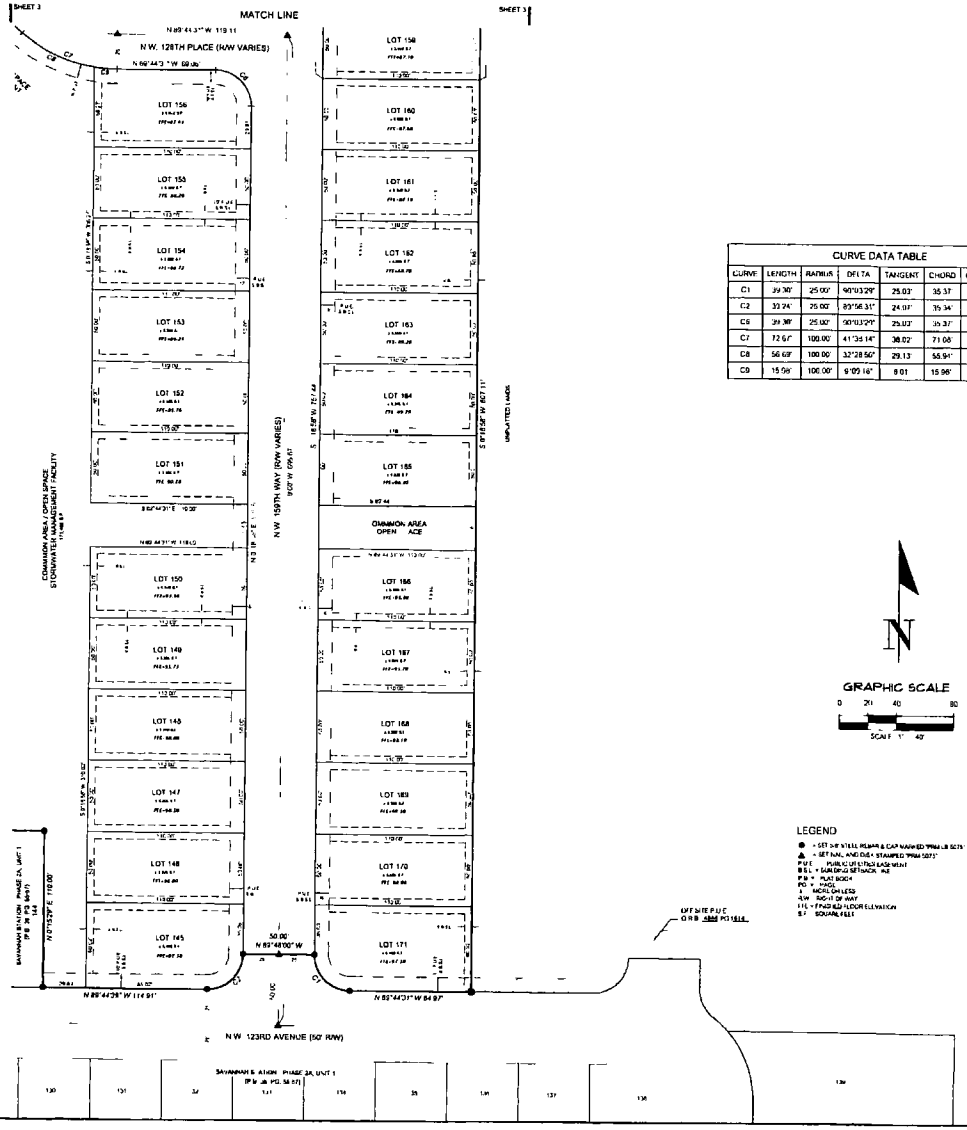
11. PROPERTY IS AFFECTED BY EASEMENTS CONTAINED IN AN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3368, PAGE 1466, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (SHOWN GRAPHICALLY HEREON).

FLOOD ZONE

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM F.I.R.M. PANEL NO. 12001C0129 D, AND FLOOD, COMMUNITY PANEL NO. 120639 0129 D, EFFECTIVE DATE: JUNE 16, 2006.

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.

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



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	39.30'	25.00'	90°03'29"	25.03'	35.37'	N 44°42'46" W
C2	39.24'	25.00'	89°56.31"	24.97'	35.34'	S 45.17'14" W
C6	39.30'	25.00'	90°03'29"	25.03'	35.37'	N 44.42'46" W
C7	72.67'	100.00'	41°38.14"	38.02'	71.08'	S 86°55'24" E
C8	56.69'	100.00'	32°28.50"	29.13'	55.94'	S 64°20'45" E
C9	15.98'	100.00'	9°09.16"	8.01'	15.96'	S 85°09'52" E

GRAPHIC SCALE
0 20 40 80
SCALE: 1" = 40'

LEGEND
● = SET 5/8" STEEL REBAR & CAP MARKED "PRM LB 5075"
▲ = SET NAIL AND DISK STAMPED "PRM 5075"
P.U.E. = PUBLIC UTILITY EASEMENT
B.S.L. = SUBDIVISION SETBACK LINE
P.B. = PLAT BOOK
PG. = PAGE
N.T.S. = NOT TO SCALE
R/W = RIGHT OF WAY
F.F.E. = FINISHED FLOOR ELEVATION
S.F. = SQUARE FEET

Savannah Station Phase 2A, Unit 2 Final Plat - Exhibit B

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est 1946 FLORIDA CA-5075

PLAT BOOK 37, PAGE 58
SHEET THREE OF THREE

SAVANNAH STATION - PHASE 2A, UNIT 2

SITUATED IN THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
AND IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 18 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

1. THE BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF NORTH 41°53'47" EAST FOR THE SOUTHEASTERLY R/W LINE OF COUNTY ROAD NO. 235.

2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1:10,000.

3. ALL BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). BEACH MARK 0220 WAS A NATIONAL GEODETIC SURVEY BENCHMARK NUMBER D376, WITH A PUBLISHED ELEVATION OF 162.611 FEET (NAVD 88).

4. BUILDING SETBACKS (UNLESS SHOWN OTHERWISE):
FRONT = 10'
REAR = 5'
SIDE = 5'
SIDE (STREET) = 5'

5. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS INTERPOLATED FROM FLOOD INSURANCE RATE MAP NUMBER 12001C 0263 D, EFFECTIVE JUNE 16, 2006.

6. ALL PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. 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.

7. THE COMMON AREAS, OPEN SPACE AND STORM WATER MANAGEMENT AREAS SHOWN HEREON WILL BE CONVEYED TO THE SAVANNAH STATION OWNER'S ASSOCIATION AND ARE SUBJECT TO ITS MAINTENANCE BY THE HOMEOWNERS ASSOCIATION BYLAWS.

8. LOT CORNERS AND ALIGNMENT CONTROL POINTS SHALL BE SET PER 177.091 (8) AND (9) F.S., OR DATE STATUTES.

9. ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.

10. THE SHAPE OF LOTS SHOWN HEREON ARE AS PER THE CITY OF ALACHUA'S LAND DEVELOPMENT REGULATIONS SECTION 6.2.2(D)(3)(c) TABLE 6.2-2.

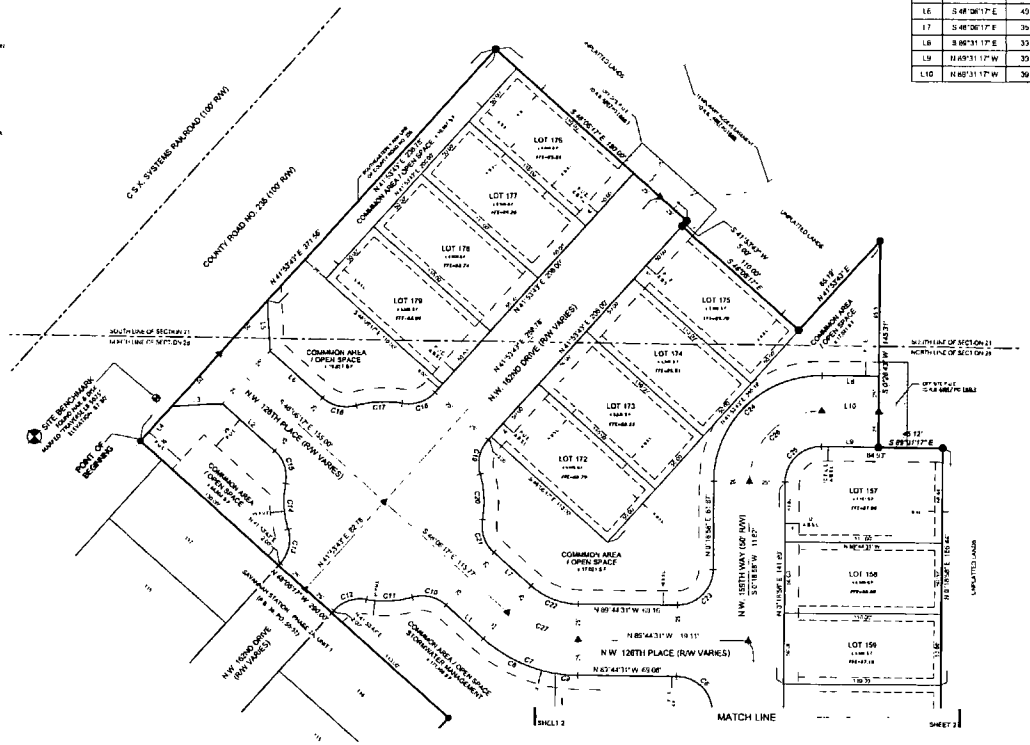
11. PROPERTY IS AFFECTED BY EASEMENTS CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3393, PAGE 346 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (SHOWN GRAPHICALLY HEREON).

FLOOD ZONE

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12001C 0263 D, COMMUNITY PANEL NO. 120001 0263 D, EFFECTIVE DATE: JUNE 16, 2006.

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 SUPERSEDED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

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


C.S.X. SYSTEMS RAILROAD (100' R/W)
COUNTY ROAD NO. 235 (100' R/W)
N 41°53'47" E 271.46'
SOUTH LINE OF SECTION 21
NORTH LINE OF SECTION 28
SITE BENCHMARK
POINT OF BEGINNING
N.W. 126TH PLACE (R/W VARIES)
N.W. 150TH DRIVE (R/W VARIES)
N.W. 152ND DRIVE (R/W VARIES)
N.W. 155TH WAY (50' R/W)
LOT 175
LOT 176
LOT 177
LOT 178
LOT 179
LOT 174
LOT 173
LOT 172
LOT 157
LOT 158
LOT 159
COMMON AREA / OPEN SPACE
COMMON AREA / OPEN SPACE & STORMWATER MANAGEMENT
UNPLATTED LANDS
N 85°44'31" W 49.16'
N 85°44'31" W 49.16'
N 85°44'31" W 49.08'
S 89°44'31" E 130.00'
S 89°44'31" E 130.00'
S 89°44'31" E 130.00

Savannah Station Phase 2A, Unit 2 Final Plat - Exhibit C

CERTIFICATE OF CONCURRENCY COMPLIANCE FOR SAVANNAH STATION PHASE 2A, UNIT 2

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to Fletcher Development , LLC, a Florida Corporation ("Developer") by City of Alachua, Florida ("City") this 8th day of March, 2021.

RECITALS

WHEREAS, the developer is developing a residential subdivision in the CITY known as Savannah Station Phase 2A, Unit 2 (the "Project"), legally described in attached Exhibit "A";

WHEREAS, the DEVELOPER has secured a Subdivider's Agreement for Savannah Station Phase 2A, Unit 2 from the City for the Project (herein "Subdividers Agreement") as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of a 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 Planned Development – Residential ("PD-R");

WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision contemplating construction of 35 residential units;

WHEREAS, the Project is now ready to proceed to Final Plat for Phase 2A, Unit 2 the 35units;

WHEREAS, the Developer intends to immediately initiate construction on Savannah Station Phase 2A, Unit 2;

WHEREAS, the Developer of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer of the Project further agrees to submit payment for water

connection fees for the Project as determined by the City's Capital Facilities charges exist prior to the final inspection of each residential unit; and

WHEREAS, the City has determined that adequate water and wastewater capacity exists to serve Savannah Station Phase 2A, Unit 2.

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 8,750 gallons per day (35 lots x 250 gallons per day) of wastewater capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 2. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdivider's Agreement, on file with the City.

3. The City will reserve 9,625 gallons per day (35 lots x 275 gallons per day) of water capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 2 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 35 units proposed in Savannah Station Phase 2A, Unit 2 as defined by applicable development permits, including construction plans and Subdividers Agreement, on file with the City: 396 Average Annual Daily Trips ("AADT") and 37 Peak Hour Trips along CR 235 (from South City Limits to CR 241); 40 AADT and 4 Peak Hour Trips

along CR 2054 West (West of SR235).

5. The City will reserve 0.46 acres (2.6 persons per household x 35 units x 5 acres per 1,000 persons) of recreation capacity for the 35 units proposed in Savannah Station Phase 2A, Unit 2 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 66.43 tons per year (0.73 tons per capita per year x 2.6 persons per household x 35 units) of solid waste capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 2 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 five (5) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, two (2) student stations in the Alachua SCSA for middle schools, and three (3) student stations in the Alachua SCSA for high schools, Savannah Station Phase 2A, Unit 2.

8. This Certificate shall remain in effect for a period of one year 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 8th day of March, 2021. 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 8th day of March, 2021, and is subject to the terms and findings as stated herein.

Attest:

Adam Boukari, City Manager/Clerk/
Land Development Administrator

CITY OF ALACHUA

By:

The Hon. Gib Coerper, Mayor

Savannah Station Phase 2A, Unit 2 Final Plat - Exhibit C

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Certificate of Concurrency Compliance for Savannah Station Phase 2A-2 was ~~acknowledged~~ before me, **by means of □ physical presence or □ online ~~notarization~~**, on this 8 day of March, 2021, by GIB COERPER, who is (personally known to me) OR (who has produced N/A 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

Savannah Station Phase 2A, Unit 2 Final Plat - Exhibit C

Witnesses:

DEVELOPER: Fletcher Development, LLC.

By: _____
George Fletcher, President

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing Certificate of Concurrency Compliance for Savannah Station Phase 2A-2 was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 4 day of March, 2021, by GEORGE FLETCHER, who is (personally known to me) OR (who has produced _____ as identification).

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

AMY GNANN
MY COMMISSION # GG 328944
EXPIRES: May 5, 2023
Bonded Thru Notary Public Underwriters

Savannah Station Phase 2A, Unit 2 Certificate of Concurrency - Exhibit A

Exhibit A – Legal Description

LEGAL DESCRIPTION:

A PARCEL OF LAND, BEING SITUATED IN THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28 AND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°53'43" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 656.87 FEET TO THE **POINT OF BEGINNING**; THENCE, CONTINUE NORTH 41°53'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 371.56 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTH 48°06'17" EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 5.00 FEET, THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 41°53'43" EAST, A DISTANCE OF 85.19 FEET; THENCE SOUTH 00°28'43" WEST, A DISTANCE OF 145.31 FEET; THENCE SOUTH 89°31'17" EAST, A DISTANCE OF 45.12 FEET; THENCE SOUTH 00°18'58" WEST, A DISTANCE OF 807.11 FEET; THENCE NORTH 89°44'31" WEST, A DISTANCE OF 84.97 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°42'46" WEST, 35.37 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°03'29" AND AN ARC LENGTH OF 39.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°48'00" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°17'14" WEST, 35.34 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31" AND AN ARC LENGTH OF 39.24 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°44'39" WEST, A DISTANCE OF 114.91 FEET; THENCE NORTH 00°15'29" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 89°44'31" WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 00°15'29" WEST, A DISTANCE OF 129.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°20'40" WEST, 3.43 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°57'49" AND AN ARC LENGTH OF 3.43 FEET TO THE END OF SAID CURVE AND TO A NORTHERLY CORNER OF AFOREMENTIONED OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, THENCE NORTH 89°40'25" WEST, ALONG THE NORTH BOUNDARY LINE OF SAID SAVANNAH STATION, A SUBDIVISION, A DISTANCE OF 59.88 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°32'29" WEST, 22.67 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 53°54'43" AND AN ARC LENGTH OF 23.52 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°40'59" WEST, 32.72 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 12°31'21" AND AN ARC LENGTH OF 32.78 FEET TO END OF SAID CURVE; THENCE NORTH 48°05'05" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 96.47 FEET, THENCE, DEPARTING SAID NORTH BOUNDARY LINE, NORTH 41°53'43" EAST, A DISTANCE OF 221.89 FEET, THENCE NORTH 48°06'17" WEST, A DISTANCE OF 44.03 FEET, THENCE NORTH 41°53'43" EAST, A DISTANCE OF 55.00 FEET; THENCE NORTH 48°06'17" WEST, A DISTANCE OF 6.63 FEET, THENCE NORTH 41°53'43" EAST, A DISTANCE OF 395.00 FEET, THENCE NORTH 48°06'17" WEST, A DISTANCE OF 290.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINING 11.28 ACRES, MORE OR LESS

Savannah Station Phase 2A, Unit 2 Final Plat - Exhibit D

CHW
Professional Consultants

Project Name: Savannah Station Phase 2A-2
CHW Project No: 17-0293
Date: 1/18/2021

Phase 2A-2

Item No.	Item	Qty	Unit	Unit Cost	Cost
DEMOLITION/EARTHWORK					
1	Clearing and Grubbing	11.30	AC	$ 1,750.00	$ 19,772.75
2	Excavation	39,647	CY	$ 4.50	$ 178,411.50
3	Fill	4,729	CY	$ 4.50	$ 21,280.50
4	Sod (within ROW and common areas)	15,992	SY	$ 2.78	$ 44,458.83
5	Seed (within lots and bottom of basin)	30,855	SY	$ 0.75	$ 23,141.30
6	Silt Fence	2,542	LF	$ 1.62	$ 4,118.04
7	Tree Barricade	734	LF	$ 8.95	$ 6,569.30
				Earthwork Subtotal	**$ 291,182.91**
ROADWAY					
8	Asphaltic Concrete, 1.5" SP 9.5	4,863	SY	$ 10.75	$ 52,277.25
9	6" Limerock Base (Optional Base Group 4)	4,863	SY	$ 17.00	$ 82,676.67
10	8" Limerock Base (Optional Base Group 6)	1,060	SY	$ 21.50	$ 22,790.00
11	12" Type B Stabilized Subgrade	7,202	SY	$ 4.50	$ 32,409.00
12	8" Concrete (roundabout)	2,515	SF	$ 10.00	$ 25,150.00
13	Common Area Concrete Sidewalks, 4"	534	SY	$ 42.00	$ 22,432.67
14	Curb Ramps	620	SF	$ 4.50	$ 2,790.00
15	Detectable Warning	116	SF	$ 30.00	$ 3,480.00
16	Type 'F' Curb and Gutter	3,230	LF	$ 24.00	$ 77,520.00
17	6" Curb	95	LF	$ 20.00	$ 1,900.00
18	Striping and Signage	1	LS	$ 15,000.00	$ 15,000.00
				Roadway Subtotal	**$ 338,425.58**
SANITARY SEWER					
19	8" PVC Wastewater Main	1,375	LF	$ 40.00	$ 55,000.00
20	Sanitary Sewer Laterals 4" PVC w/ CO	1,225	LF	$ 65.00	$ 79,625.00
21	Sanitary Manhole	9	EA	$ 5,800.00	$ 52,200.00
				Sanitary Sewer Subtotal	**$ 186,825.00**
WATER SERVICE					
22	Water Service Double Short Connections	8	EA	$ 850.00	$ 6,800.00
23	Water Service Double Long Connections	9	EA	$ 2,000.00	$ 18,000.00
24	Water Service Single Long Connections	1	EA	$ 1,500.00	$ 1,500.00
25	Fire Hydrant Assembly	2	EA	$ 6,000.00	$ 12,000.00
26	8" PVC Watermain	1,570	LF	$ 40.00	$ 62,800.00
				Water Service Subtotal	**$ 101,100.00**
DRAINAGE					
27	Storm Water Pipe (15" RCP)	660	LF	$ 28.00	$ 18,480.00
28	Storm Water Pipe (18" RCP)	55	LF	$ 30.00	$ 1,650.00
29	Storm Water Pipe (24" RCP)	240	LF	$ 42.00	$ 10,080.00
30	Type 'S' Curb Inlet	4	EA	$ 5,000.00	$ 20,000.00
31	Type '6' Curb Inlet	6	EA	$ 6,305.00	$ 37,830.00
32	Storm Manhole	3	EA	$ 5,000.00	$ 15,000.00
33	15" Mitered End	1	EA	$ 1,500.00	$ 1,500.00
34	24" Mitered End	1	EA	$ 1,800.00	$ 1,800.00
				Drainage Subtotal	**$ 106,340.00**
ELECTRIC					
35	Primary Electric Conduit (2")	3,050	LF	$ 7.00	$ 21,350.00
36	Secondary Electric Conduit (1.5")	449	LF	$ 6.00	$ 2,694.00
37	Secondary Electric Conduit (2.5")	1,955	LF	$ 8.00	$ 15,640.00
38	Electric Connection Fee	35	EA	$ 200.00	$ 7,000.00
				Electric Subtotal	**$ 46,684.00**
				Subtotal	**$ 1,070,557.50**
				Mobilization (10%)	**$ 107,055.75**
				Contingency (10%)	**$ 107,055.75**
				TOTAL	**$ 1,284,669.00**

The Engineer's probable estimate of cost provided in this document is specifically intended to represent a rough order of magnitude, including all component information for line items aspects of the work, estimated quantities, and applied unit rates. The Engineer's probable estimate of cost is not intended for publication for the use of bidders whatsoever, unless represented as an FDOT Pay Item table on the plans for projects administered accordance with FDOT Standards. For bidding scenarios, the prospective bidders should be advised that they are solely responsible for: identifying and including relevant project scope, calculation of quantities/durations for takeoffs, and determining the appropriate competitive market cost for the work. Additionally, CHW has no control over the cost of labor, materials, equipment, market conditions, or the Contractor's method of determining prices. Therefore, our statements of probable cost provided herein are made on the basis of best judgment as professional consultants familiar with the construction industry. CHW, nor its subconsultants, can offer guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost.

Daniel H.Young, P.E.
State of Florida, Professional Engineer, License No. 70780

This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated here. 01/18/2021

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Savannah Station Phase 2A, Unit 2 Final Plat - Exhibit E

Phase 2A-2 On Lot Sidewalks

Item No.	Item	Qty	Unit	Unit Cost	Cost
1	Concrete Sidewalks and Driveways, 4"	999	SY	$ 42.00	$ 41,967.33
				Subtotal	**$ 41,967.33**
				Mobilization (10%)	**$ 4,196.73**
				Contingency (10%)	**$ 4,196.73**
				TOTAL	**$ 50,360.80**

The Engineer's probable estimate of cost provided in this document is specifically intended to represent a rough order of magnitude, including all component information for line items aspects of the work, estimated quantities, and applied unit rates. The Engineer's probable estimate of cost is not intended for publication for the use of bidders whatsoever, unless represented as an FDOT Pay Item table on the plans for projects administered accordance with FDOT Standards. For bidding scenarios, the prospective bidders should be advised that they are solely responsible for: identifying and including relevant project scope, calculation of quantities/durations for takeoffs, and determining the appropriate competitive market cost for the work. Additionally, CHW has no control over the cost of labor, materials, equipment, market conditions, or the Contractor's method of determining prices. Therefore, our statements of probable cost provided herein are made on the basis of best judgment as professional consultants familiar with the construction industry. CHW, nor its subconsultants, can offer guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost.

Daniel H.Young, P.E.
State of Florida, Professional Engineer, License No. 70780

This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated here. 01/19/2021

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CHW
Professional Consultants

July 5, 2023

Ted Williams
City of Alachua
15100 NW 142nd Terrace
Alachua, FL 32615

Ref: Savannah Station Subdivision Phase 2A-2

Dear Mr. Williams:

This letter is to serve as the Engineer's Certification, certifying that the sidewalk improvements for the lot frontages in the above referenced project have been installed and are substantially in compliance with approved plans and specifications based upon a visual inspection.

Should you have any questions, please contact me at tonyc@chw-inc.com or (352) 331-1976.

Sincerely,
CHW

Anthony V. Caggiano, Jr., P.E.
Sr. Director of Engineering, Construction Services

Phase 2A-2 On Lot Sidewalks

Item No.	Item	Qty	Unit	Unit Cost	Cost
1	Concrete Sidewalks and Driveways, 4"	999	SY	$ 42.00	$ 41,967.33
				Subtotal	**$ 41,967.33**
				Mobilization (10%)	**$ 4,196.73**
				Contingency (10%)	**$ 4,196.73**
				TOTAL	**$ 50,360.80**

The Engineer's probable estimate of cost provided in this document is specifically intended to represent a rough order of magnitude, including all component information for line items aspects of the work, estimated quantities, and applied unit rates. The Engineer's probable estimate of cost is not intended for publication for the use of bidders whatsoever, unless represented as an FDOT Pay Item table on the plans for projects administered accordance with FDOT Standards. For bidding scenarios, the prospective bidders should be advised that they are solely responsible for: identifying and including relevant project scope, calculation of quantities/durations for takeoffs, and determining the appropriate competitive market cost for the work. Additionally, CHW has no control over the cost of labor, materials, equipment, market conditions, or the Contractor's method of determining prices. Therefore, our statements of probable cost provided herein are made on the basis of best judgment as professional consultants familiar with the construction industry. CHW, nor its subconsultants, can offer guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost.

Daniel Young

Digitally signed by Daniel Young
DN: CN=Daniel Young, OU=A01410C0000016BD219ED8700002906, O=CAUSSEAUX HEWETT AND WALPOLE INC, C=US
Date: 2021.01.19 08:13:31-05'00'

Daniel H.Young, P.E.
State of Florida, Professional Engineer, License No. 70780

This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated here. 01/19/2021

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: Resolution 23-12 Establishing 5.9500 as the Proposed Millage Rate for Fiscal Year 2023-2024 which is 19.2% more than the Rolled-Back Rate of 4.9899; Setting September 6, 2023 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 23-12.

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 1 and September 11, 2023. The Alachua County Board of County Commissioners is holding its budget hearings on September 12 and September 26, 2023. Therefore, the City of Alachua will hold its public hearings on September 6 and September 25, 2023, 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 8.0851 - this applies to both the proposed and rolled-back millage rates; or,
B) set millage rate at a rate greater than 8.0851 but no more than 8.8936 - would require a two-thirds (2/3) vote at the September public hearings.

The City Manager's Fiscal Year 2023-2024 Tentative Budget is being developed based on a proposed General Fund millage rate of 5.9500 mills. The General Fund rolled-back millage rate is 4.9899 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 19.2% 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 to be held in the upcoming 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.

FINANCIAL IMPACT: Yes

BUDGETED: No

AMOUNT:NA

FUNDING SOURCE: General Fund

ATTACHMENTS:

Description

- Resolution 23-12

RESOLUTION 23-12

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; ESTABLISHING 5.9500 AS THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2023-2024 WHICH IS 19.2% MORE THAN THE ROLLED-BACK RATE OF 4.9899; SETTING SEPTEMBER 6, 2023, 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 electronically certified the preliminary 2023 taxable values for General City purposes was received on June 22, 2023; 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 4.9899 mills.

SECTION 2. The proposed millage rate necessary to fund the General City budget for the Fiscal Year 2023-2024 is 5.9500 mills for the General Fund.

SECTION 3. The proposed millage rate necessary to fund the General City budget for the Fiscal Year 2023-2024 is 19.2% 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 6, 2023, 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 Chief Administrative Officer, 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 24th day of July, 2023.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor

SEAL

ATTEST:

Mike DaRoza, City Manager/Clerk

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: Resolution 23-13 TK Basin Preliminary Rate Resolution
PREPARED BY: Robert A. Bonetti, Finance and Administrative Services Director

RECOMMENDED ACTION:
Adopt Resolution 23-13.

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 23-13 serves as the Preliminary Rate Resolution for the TK Basin Maintenance Assessment for Fiscal Year 2023-2024.

The total assessment is estimated at $17,000.00 for Fiscal Year 2023-2024. This amount is $3,000 less than the total assessment for the current fiscal year. Assessment costs include the actual maintenance expenses of the basin as well as costs incurred to administer the special assessment program annually.

The City has retained the legal services of Nabors, Giblin and Nickerson, a firm specializing in special assessment creation and implementation, to draft Resolution 23-13 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 23-13, the City Commission will consider the adoption of the Annual Rate Resolution, scheduled for the Sept. 11, 2023 City Commission meeting, which will be the final proceeding to approve the assessment and direct that it be placed on the November 2023 tax bill.

FINANCIAL IMPACT: Yes

BUDGETED: No

AMOUNT:$17,000

FUNDING SOURCE: Other

ATTACHMENTS:

Description

- Resolution 23-13

RESOLUTION 23-13

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, as subsequently codified in Chapter 2, Article IV, Division 2 of the City of Alachua Code of Ordinances, 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 Initial Assessment Resolution (Resolution No. 10-20) and 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:

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; Article VIII, Section 2, Florida Constitution; the City of Alachua Charter; 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, 2023 (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.

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 11, 2023, 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 21, 2023.

(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 21, 2023.

SECTION 8. ANNUAL MAINTENANCE ASSESSMENTS.

(A) The estimated Maintenance Cost for the TK Basin Assessment Area is $17,000.00 for the Fiscal Year commencing October 1, 2023. The Maintenance Cost will be funded through 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 set forth in the preliminary assessment roll attached hereto as Appendix C and incorporated herein.

(B) The Tax Parcels included 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 4.03 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.

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 24th day of July, 2023.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Gib Coerper, Mayor

ATTEST:

_____
Mike DaRoza, City Manager/Clerk

APPROVED AS TO FORM:

_____
Marian B. Rush, City Attorney

APPENDIX A

FORM OF MAILED NOTICE

CITY OF ALACHUA, FLORIDA
15100 NW 142nd TERRACE
Alachua, Florida 32615
(386) 418-6100

August 21, 2023

[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 (Resolution No. 10-20). Copies of the Master Capital Project and Service Assessment Ordinance (Ordinance No. 10-13), the Initial Assessment Resolution, the Final Assessment Resolution (Resolution No. 10-25), the Preliminary Rate Resolution (Resolution No._23-13), 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, 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 $17,000.00 for the Fiscal Year commencing on October 1, 2023.

The City will hold a public hearing at 6:00 P.M., or as soon thereafter as the matter can be heard, on September 11, 2023, 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) 418-6103, at least two (2) business 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) 418-6103.

ALACHUA, FLORIDA

*** * * * * 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 2023-2024 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 * * ***

APPENDIX B

FORM OF PUBLISHED NOTICE

TO BE PUBLISHED NO LATER THAN AUGUST 21, 2023

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 11, 2023, 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 two (2) business days prior to the date of the hearing.

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 (Resolution No. 10-20). Copies of the Master Capital Project and Service Assessment Ordinance (Ordinance No. 10-13), the Initial Assessment Resolution, the Final Assessment Resolution (Resolution No. 10-25), the Preliminary Rate Resolution (Resolution No. 23-13), 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 2023, 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

APPENDIX C

PRELIMINARY ASSESSMENT ROLL

PRELIMINARY ASSESSMENT ROLL

Parcel No.	Amount
03869-010-000	$9.81
03869-007-000	$465.96
03869-009-000	$1,312.03
03869-007-001	$2,805.54
03863-000-000	$1,861.27
03869-000-000	$4,321.12
03863-002-000	$1,760.35
03869-006-000	$278.35
03869-008-000	$761.47
03868-000-000	$2,160.56
03868-001-001	$127.25
03868-001-002	$110.92
03868-001-003	$124.48
03868-001-004	$138.96
03868-001-005	$124.48
03868-001-006	$124.56
03868-001-007	$129.73
03868-001-008	$156.89
03863-020-046	$38.22
03863-020-047	$39.69
03863-020-048	$46.40
03863-020-049	$45.68
03863-020-050	$56.28
TOTAL	**$17,000.00**

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: Resolution 23-14: Amending the Fiscal Year 2022-2023 General Fund Budget for the receipt of unanticipated revenue; Increasing the General Fund Special Expense budget to appropriate expenses related to a grant received from Duke Energy Economic Development; Increasing the General Fund Alachua Police Department budget to appropriate expenses related to the Edward Byrne Memorial Justice Assistance grants received from the Florida Department of Law Enforcement; Providing an effective date.
PREPARED BY: Robert A. Bonetti, Finance and Administrative Services Director

RECOMMENDED ACTION:
Adopt Resolution 23-14.

Summary

The City of Alachua received three (3) grant awards during the month of June of the current fiscal year. These grants are:

- 2023 Duke Energy Economic Development grant, in the amount of $25,000.00, to create a customized, strategic, asset-based, and market-driven strategic plan for the downtown area.
- Edward Byrne Memorial Justice Assistance grant, in the amount of $2,727.00, to purchase seventeen (17) tactical gun lights to enhance officer safety and effectiveness in low light or no light situations.
- Edward Byrne Memorial Justice Assistance grant, in the amount of $9,709.72, to purchase nineteen (19) ballistic rifle plates and one (1) traffic radar kit. The ballistic rifle plates provide officer protection from rifle calibers and the radar kit will serve to update the technology on the existing speed trailer.

A resolution and budget amendment are necessary to appropriate and account for the revenues and expenditures related to the fulfillment of grant requirements.

FINANCIAL IMPACT: Yes

BUDGETED: No

AMOUNT: $37,437

FUNDING SOURCE: General Fund

ATTACHMENTS:

Description

- Resolution 23-14
- Resolution 23-14 Exhibit A

RESOLUTION 23-14

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FISCAL YEAR 2022-2023 GENERAL FUND BUDGET FOR THE RECEIPT OF UNANTICIPATED REVENUE; INCREASING THE GENERAL FUND SPECIAL EXPENSE BUDGET TO APPROPRIATE EXPENSES RELATED TO A GRANT RECEIVED FROM THE DUKE ENERGY ECONOMIC DEVELOPMENT; INCREASING THE GENERAL FUND ALACHUA POLICE DEPARTMENT BUDGET TO APPROPRIATE EXPENSES RELATED TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANTS RECEIVED FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Alachua received notification on June 12, 2023 that it had been awarded a 2023 Duke Energy Economic Development grant in the amount of $25,000.00; and,

WHEREAS, City of Alachua received an agreement executed on June 21, 2023 for an Edward Byrne Memorial Justice Assistance grant for the purchase of gun lights from the Florida Department of Law Enforcement in the amount of $2,727.00; and,

WHEREAS, City of Alachua received an agreement executed on June 29, 2023 for an Edward Byrne Memorial Justice Assistance grant for the purchase of rifle plates and a traffic radar kit from the Florida Department of Law Enforcement in the amount of $9,709.72;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ALACHUA COMMISSION:

1. The City of Alachua's Fiscal Year 2022-2023 Budget is amended to increase the total General Fund revenues and expenditures by thirty-seven thousand, four hundred thirty-seven dollars ($37,437) as set forth in the attached budget amendment attached hereto as Exhibit A

2. The Finance and Administrative Services Director is directed to amend the Fiscal Year 2022-2023 Special Expense and Alachua Police Department budgets by increasing the General Fund appropriations as reflected in the budget amendment attached hereto as Exhibit A.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 24th day of July, 2023.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor

SEAL

ATTEST:

Mike DaRoza, City Manager/Clerk

CITY OF ALACHUA
BUDGET AMENDMENT / BUDGET TRANSFER

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	General Fund	Non-Departmental	Federal Grants - Ed Byrne	001-000.0000-331.2002	12,437.00	
2	General Fund	Non-Departmental	Misc. Revenue - Contributions	001-000.0000-366.0000	25,000.00	
3	General Fund	Special Expense	Professional Services	001-519.0400-503.3100		25,000.00
4	General Fund	APD	Operating Supplies - Ed Byrne	001-521.7100-503.5201		12,437.00
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
				AMENDMENT/TRANSFER TOTALS	37,437.00	37,437.00

NOTE: TO INCREASE REVENUE OR EXPENSE = POSITIVE NUMBER, TO DECREASE REVENUE OR EXPENSE = NEGATIVE NUMBER.

USE WHOLE DOLLARS ONLY.

Purpose: Appropriate budget for the General Fund pursuant to Resolution 23-14.

APPROVED BY: _____

FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR — DATE

APPROVED BY: _____

CITY MANAGER — DATE

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: RFB 2023-03 - City of Alachua Water Quality & Resiliency Improvement Project Award
PREPARED BY: Donna Smith, Purchasing Coordinator

RECOMMENDED ACTION:
1) Accept the bid received from SGS Contracting Services, Inc. for RFB 2023-03 in the amount of $7,962,700.00 (Base Bid, Alternates 1 & 2).

2) Authorize the City Manager to enter into a contract with SGS Contracting Services, Inc. and to issue a Purchase Order in the amount of $7,962,700.00.

Summary

On March 6, 2023, the City solicited formal bids from qualified vendors to furnish all necessary labor, materials, services, expenses, equipment, direct and indirect costs, and lump sum prices to provide a new Raw Water Well, Treatment Facilities and Operations Building under the City of Alachua Water Quality and Resiliency Improvement Project.

The Base Bid includes three (3) tasks (new Raw Water Well, Treatment Facilities, and Operations Building) with two (2) Additive Alternates, an Alternate 1 - 8-inch Sanitary Sewer Extension, and an Alternate 2 - Diesel Engine Generator. The City received two (2) bids in response to RFB 2023-03.
Qualified bids were received from:

Bid #1 - SGS Contracting Services, Inc. with a Base Bid of $7,185,700.00, with Alternate 1 in the amount of $70,000.00 and with Alternate 2 in the amount of $707,000.00, totaling $7,962,700.00.

Bid #2 - Sawcross Contractors & Engineers with a Base Bid of $8,447,000.00, with Alternate 1 in the amount of $78,000.00 and with Alternate 2 in the amount of $664,000.000, totaling $9,189,000.00.

Staff is recommending moving forward with awarding the contract to SGS Contracting Services, Inc. as the lowest responsive and responsible bidder.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT:$7,962,700.00

FUNDING SOURCE: Water Fund

COMMISSION GOALS:
Quality of Life, Strengthen Community Services

ATTACHMENTS:

Description

- Bid #1 - SGS Contracting Services, Inc.
- Bid #2 - Sawcross, Inc.
- Construction Contract - SGS Contracting Services, Inc.

BID FORM

(Shall be submitted with Bid)

Base Bid or Additive Alternative	No.	Description	Lump Sum Bid Price
Base Bid		Tasks 1, 2, and 3 - Base Bid Total	($) 7,185,700.00
Additive Alternate	1	8-inch Sanitary Sewer Extension	($) 70,000.00
Additive Alternate	2	Diesel Engine Generator	($) 707,000.00
		Total of All Additive Alternates	($) 777,000.00
		Basis of Award - Total of Base Bid Plus All Additive Alternates	($) 7962,700.00

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Addenda & Amendments

Contractor/Bidder must attach and acknowledge receipt, by the number and date of all addenda and amendments published by the Owner as part of this bid.

Addenda & Amendment No.(s)	Date
AMMENDMENT #1	3/30/23
ADDENDUM #1	4/4/23
AMMENDMENT #2	4/4/23
ADDENDUM #2	5/2/23

Authorized Signature

Name of Firm: SGS CONTRACTING SERVICES, INC.

Name of Authorized Representative: SETH SIMMONS

Title of Authorized Representative: PRESIDENT.

SGS CONTRACTING SERVICES, INC.
BID #1

BID FORM

(Shall be submitted with Bid)

Base Bid or Additive Alternative	No.	Description	Lump Sum Bid Price
Base Bid		**Tasks 1, 2, and 3 - Base Bid Total**	**($)** 8,447,000.00
Additive Alternate	1	8-inch Sanitary Sewer Extension	($) 78,000.00
Additive Alternate	2	Diesel Engine Generator	($) 664,000.00
		Total of All Additive Alternates	**($)** 742,000.00
		Basis of Award - Total of Base Bid Plus All Additive Alternates	**($)** 9,189,000.00

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Addenda & Amendments

Contractor/Bidder must attach and acknowledge receipt, by the number and date of all addenda and amendments published by the Owner as part of this bid.

Addenda & Amendment No.(s)	Date
1 - Amendment	3/30/202
1 - Addendum	4/3/2023
2 - Amendment	4/3/2023
2 - Addendum	5/2/2023

Authorized Signature

Name of Firm: Sawcross, Inc.

Representative: Mark Hickinbotham, President
Name of Authorized
Title of Authorized

Representative:

SAWCROSS CONTRACTORS
& ENGINEERS
BID #2

CONSTRUCTION CONTRACT
LUMP SUM PRICE
BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is by and between City of Alachua, a municipality in Alachua County, Florida (Owner) and SGS Contracting Services, Inc. ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – THE PROJECT

1.01 The Project and Work under the Contract Documents are described as follows:

A. The Name of the Project is "Alachua Water Quality and Resiliency Improvement Project" as described more completely in Exhibit A.

B. A signed and sealed copy of the Final Design Documents (Work, Technical Specializations and Drawings) attached hereto and incorporated as Exhibit A and found at http://cloud.cityofalachua.org/index.php/s/RFdYyKu9mRzhG2A

C. The Project is to provide a new Raw Water Well, Treatment Facilities and Operations Building for the City of Alachua, as described in the identified Contract Documents.

D. Contractor shall furnish all necessary equipment, supervision, labor, materials, tools, and incidentals necessary to complete the Work as specified in the Contract Documents.

ARTICLE 2 – WORK

2.01. All work shall be performed in accordance with the Final Design Documents (Work, Technical Specializations and Drawings) incorporated as Exhibit A, included and incorporated in RFB 2023-03 and further in compliance with the Contract General Conditions (Exhibit B) and balance of Contract Terms and Conditions.

ARTICLE 3 – OWNER REPRESENTATIVE

3.01 Public Services Department Director Rodolfo Valladares, P.E. has been designated by owner to assume all duties and responsibilities and have the rights and responsibilities assigned to Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

B. Contract Times are calculated, shall begin to run on delivery of the Notice to Proceed (NTP) and corresponding Purchase Order (PO) and expire at 4 p.m. project time.

C. No work shall begin until delivery of both NTP and PO.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before 300 days from Notice to Proceed and corresponding date of receipt of Owners Purchase Order and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions, attached and incorporated as Exhibit B, on or before 365 calendar days from Notice to Proceed and Purchase Order.

4.03 Hours of Work

A. Work shall not be conducted on Fridays, Saturdays, Sundays, or on holidays observed by the City, or outside the regularly scheduled work days defined as Monday to Thursday from 8:00 a.m. to 4:30 p.m. unless the City, in its discretion, determines the interests of the public otherwise so demand or require. Should the Contractor find it necessary to work outside the regularly scheduled work days or time, the Contractor shall submit written notice and obtain City approval a minimum of 48 hours in advance. A Change Order is required to extend contract completion dates.

4.04 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $300.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $300.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE (LUMP SUM)

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Work, a Lump Sum of: U.S. $7,962,700.00 as established and set forth on the attached and incorporated Exhibit C. There are no cash allowances included in the above price.

B. however, the Parties are involved in value engineering and it is anticipated the contract price may be adjusted accordingly by Change Order.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment on Application for Payment form in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, less retainage of five (5) percent, and less such amounts as Owner may determine necessary to withhold, including but not limited to liquidated damages in accordance with Paragraph 14.02 of the General Conditions. If the Total Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Owner shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with and as provided in F.S. 218.735, Local Government Prompt Payment Act.

ARTICLE 8 – CONTRACTOR REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations and assurance:

A. Contractor has examined and carefully studied the Contract Documents and the other

related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work. Specifically, Contractor is solely responsible for familiarization with and meeting the City of Alachua Standards for Water & Wastewater, and the electrical standards outlined in the city manual found online at the City website www.cityofalachua.com/index.php/public-works.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Contractor shall be solely responsible for coordinating with all utility providers.

F. Contractor is responsible for all MOT and coordination including any requirements of the City of Alachua.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Based on the information and observations referred to in Paragraph 8.01 A, B, C, D, E, F, G and H above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

I. Contractor has given Owner written notice of any and all conflicts, errors, ambiguities, or discrepancies, if any, that Contractor has discovered in the Contract Documents, and any written resolution thereof by Owner is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Contractor certifies it is familiar and complied with the requirements of Florida Statute 255.04, Preference to home industries in building Public Buildings in preparing its bid and plan to complete the herein described Scope of Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *This Agreement plus Exhibits:*

A. EXHIBITS

A Exhibit A found at,
http://cloud.cityofalachua.org/index.php/s/RFdYyKu9mRzhG2A
includes: a signed and sealed copy of Final Design Documents (Work, Technical Specializations and Drawings) and. A printed, signed and sealed copy of Exhibit A is on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents. Shop Drawings and other Contractor submittals are not Drawings as so defined.

B General Conditions

C Contract Price (Lump Sum Bid Form)

D Insurance Requirements

E Notice to Proceed

F Change Order

G Certificate of Substantial Completion

H Performance Bond

I Payment Bond

J Application for Payment

B. There are no Contract Documents other than those listed above and incorporated herein in this Article 9.01.

C. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions, if any.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the

effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Insurance Requirements*

A. Attached and incorporated as Exhibit E.

10.06 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.07 Public Records

A. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, Florida Statute (F.S.) made or received by Contractor in conjunction with this Contract. Specifically, Contractor must:

1. Keep and maintain public records that ordinarily and necessarily would be required by City (OWNER) in order for City to perform the services being performed by Contractor.

2. Provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided in 119, F.S., or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records or transfer, at no cost to City, all public records in possession of Contractor upon termination of the contract. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

Contractor must promptly provide City with a copy of any request to inspect or copy public records in possession of Contractor and shall promptly provide City a copy of Contractor response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by City.

This provision will apply to all services provided unless Contractor can demonstrate by clear and convincing evidence that it is not or was not acting on behalf of City under Florida law. The Contractor will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that the Contractor unlawfully refused to comply with a public records request within a reasonable time.

The Contractor shall contact Deputy City Clerk LeAnne Williams, Custodian of City Public Records, at (386) 418-6104 or lwilliams@cityofalachua.com concerning any questions the Contractor may have regarding the duty of Contractor to provide Public Records.

10.08 *The Right to Audit*

A. The Contractor agrees to furnish such supporting detail as may be required by the Owner to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The Owner will pay the cost of any audit. The Owner shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

10.09 Compliance with Purchasing and Sales Policy and Regulations

A. City has adopted, published on its Web Site www.cityofalachua.com and requires that all who do business with the City of Alachua agree and adhere to its CITY PURCHASING AND SALES POLICY AND REGULATIONS. Contractor acknowledges notice of such requirement and accepts, understands, and pledges the commitment to act accordingly.

10.10 Delivery of Schedules

A. See Article 2, Sections 2.05, 2.06 and 2.07 of General Conditions

10.11 Notices

A Any notice under this CONTRACT must be in writing, sent by Email, and addressed to the party for whom it is intended at the address last specified herein. The address for giving of notice shall remain until it has been changed by written notice in compliance with the provisions of this Paragraph. For the present, the parties designate the following as the respective addresses for giving of notice:

FOR OWNER:

Tom Ridgik, th_ridgik@cityofalachua.org

CC: Rodolfo Valladares, ro_valladares@cityofalachua.org

FOR CONTRACTOR:

Seth G. Simmons, President

Name, Title

Email Address: seth@sgscsi.com

ARTICLE 11 – EXIGENT CIRCUMSTANCES

11.01. The economic conditions in the State of Florida, the United States and the rest of the World are currently in a state of uncertainty to the extent the manufacture, shipping, availability, delivery and, particularly, pricing of building and construction materials are impossible to predict.

11.02. The parties, recognizing the set forth market conditions, hereby agree, notwithstanding any language contained in this contract to the contrary, that the Lump Sum Bid submitted in response to RFB 2023-03, that is the subject of this contract, is submitted with a Schedule of Values listing individual materials and prices as determined and established by the Bidder at the time of submitting its bid. Should pricing of the schedule materials escalate or deescalate during the term of the contract, the City will recognize the higher or lower price at shipping of individual materials upon the Contractor submitting a properly documented Change Order as to Contract Price. Further, City will, as established by proper documentation, honor and accept Change Orders to extend Contract Times due to unavoidable delays in the delivery of materials.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

OWNER: City of Alachua	CONTRACTOR: SGS Contracting Services, Inc.
By: William M. DaRoza	By: Seth G. Simmons
Title: City Manager	Title: President
Attest: _____	Attest: _____
Name LeAnne Williams	Name _____
Title: Deputy City Clerk	Title: _____

EXHIBIT A

CAN BE FOUND AT, http://cloud.cityofalachua.org/index.php/s/RFdYyKu9mRzhG2A
INCLUDES: A SIGNED AND SEALED COPY OF CONSTRUCTION PLANS WITH SPECIFICATIONS AND NOTES AND GEOTECHNICAL SITE EXPLORATION REPORT

EXHIBIT B

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 4

Article 2 – Preliminary Matters 5
2.01 Delivery of Bonds and Evidence of Insurance 5
2.02 Copies of Documents 5
2.03 Commencement of Contract Times; Notice to Proceed 6
2.04 Starting the Work 6
2.05 Before Starting Construction 6
2.06 Preconstruction Conference; Designation of Authorized Representatives 6
2.07 Initial Acceptance of Schedules 6

Article 3 – Contract Documents: Intent, Amending, Reuse 7
3.01 Intent 7
3.02 Reference Standards 7
3.03 Reporting and Resolving Discrepancies 8
3.04 Amending and Supplementing Contract Documents 8
3.05 Reuse of Documents 8
3.06 Electronic Data 9

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 9
4.01 Availability of Lands 9
4.02 Differing Subsurface or Physical Conditions 10
4.03 Underground Facilities 11
4.04 Reference Points 12
4.05 Hazardous Environmental Condition at Site 12

Article 5 – Bonds and Insurance 13
5.01 Performance, Payment, and Other Bonds 13
5.02 Licensed Sureties and Insurers 13
5.03 Certificates of Insurance 14
5.04 Contractor's Insurance 14
5.05 Property Insurance 16
5.06 Waiver of Rights 17
5.07 Receipt and Application of Insurance Proceeds 17
5.08 Acceptance of Bonds and Insurance; Option to Replace 18

Article 6 – Contractor's Responsibilities 18
6.01 Supervision and Superintendence 18
6.02 Independent Contractor 18
6.03 Labor; Working Hours 19
6.04 Services, Materials, and Equipment 20
6.05 Progress Schedule 20
6.06 Substitutes and "Or-Equals" 20
6.07 Concerning Subcontractors, Suppliers, and Others 23
6.08 Patent Fees and Royalties 24
6.09 Permits 24
6.10 Laws and Regulations 24
6.11 Taxes 25
6.12 Use of Site and Other Areas 25
6.13 Record Documents 26
6.14 Safety and Protection 26
6.15 Safety Representative 27
6.16 Hazard Communication Programs 27
6.17 Emergencies 27
6.18 Shop Drawings and Samples 27
6.19 Continuing the Work 29
6.20 Contractor's General Warranty and Guarantee 29
6.21 Indemnification 30

Article 7 – Other Work at the Site 30
7.01 Related Work at Site 30
7.02 Coordination 31
7.03 Legal Relationships 31

Article 8 – Owner's Responsibilities 31
8.01 Communications to Contractor 31
8.02 Replacement of Owner Contact 31
8.03 Furnish Data 32
8.04 Pay When Due 32
8.05 Change Orders 32
8.06 Inspections, Tests, and Approvals 32
8.07 Limitations on Owner's Responsibilities 32
8.08 Undisclosed Hazardous Environmental Condition 32
8.09 Evidence of Financial Arrangements 32
8.10 Compliance with Safety Program 32

Article 9 – Owner Status During Construction 32
9.01 Visits to Site 32
9.02 Project Representative 33
9.03 Authorized Variations in Work 33
9.04 Rejecting Defective Work 33
9.05 Shop Drawings, Change Orders and Payments 33
9.06 Determinations for Unit Price Work 33
9.07 Decisions on Requirements of Contract Documents and Acceptability of Work 34
9.08 Limitations on Owner Authority and Responsibilities 34

9.09 Compliance with Safety Program 35

Article 10 – Changes in the Work; Claims 35
10.01 Authorized Changes in the Work 35
10.02 Unauthorized Changes in the Work 35
10.03 Execution of Change Orders 35
10.04 Notification to Surety 36
10.05 Claims 36

Article 11 – Cost of the Work; Allowances; Unit Price Work 37
11.01 Cost of the Work 37
11.02 Allowances 39
11.03 Unit Price Work 40

Article 12 – Change of Contract Price; Change of Contract Times 40
12.01 Change of Contract Price 40
12.02 Change of Contract Times 41
12.03 Delays 42

Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 42
13.01 Notice of Defects 42
13.02 Access to Work 42
13.03 Tests and Inspections 43
13.04 Uncovering Work 43
13.05 Owner May Stop the Work 44
13.06 Correction or Removal of Defective Work 44
13.07 Correction Period 44
13.08 Acceptance of Defective Work 45
13.09 Owner May Correct Defective Work 45

Article 14 – Payments to Contractor and Completion 46
14.01 Schedule of Values 46
14.02 Progress Payments 47
14.03 Contractor's Warranty of Title 49
14.04 Substantial Completion 49
14.05 Partial Utilization 50
14.06 Final Inspection 50
14.07 Final Payment 50
14.08 Final Completion Delayed 51
14.09 Waiver of Claims 51

Article 15 – Suspension of Work and Termination 52
15.01 Owner May Suspend Work 52
15.02 Owner May Terminate for Cause 52
15.03 Owner May Terminate For Convenience 53
15.04 Contractor May Stop Work or Terminate 53

Article 16 – Dispute Resolution 54
16.01 Methods and Procedures 54

Article 17 – Miscellaneous 54
17.01 Giving Notice 54
17.02 Computation of Times 54
17.03 Cumulative Remedies 55
17.04 Survival of Obligations 55
17.05 Controlling Law 55
17.06 Headings 55

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—The individual or entity who submits a Bid directly to Owner.

6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

8. *Change Order*—which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

9. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

10. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

11. *Contract Documents*—Those items so designated in the Contract and which together comprise the Contract.

12. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Contract (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

13. *Contract Times*—The number of days or the dates stated in the Contract to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Owner's written recommendation of final payment.

14. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

15. *Cost of the Work*—See Paragraph 11.01 for definition.

16. *Drawings*—That part of the Contract Documents which graphically shows the scope, extent, and character of the Work to be performed by Contractor. One electronic copy on Compact Disc will be delivered and attached as an Exhibit A to the written copy of the Contract. A printed, copy will be on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents. Shop Drawings and other Contractor submittals are not Drawings as so defined.

17. *Effective Date of the Agreement*—The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

18. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

19. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

20. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

21. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

22. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

23. *Owner*—The individual or entity with whom Contractor has entered into the Contract and for whom the Work is to be performed.

24. *PCBs*—Polychlorinated biphenyls.

25. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

26. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

27. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

28. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

29. *Resident Project Representative*—The authorized representative of Owner who may be assigned to the Site or any part thereof.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

31. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

32. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

33. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

34. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

35. *Specifications*—Also referred to as *Technical Specifications*, are that part of the Contract Documents consisting of requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto. One printed copy will be delivered to Contractor, along with an electronic copy on Compact Disc being attached as Exhibit D to the written copy of the Contract. A printed copy will be on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents.

36. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

37. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

38. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

39. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

40. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

41. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

42. *Unit Price Work*—Work to be paid for on the basis of unit prices.

43. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of judgment by Owner. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Owner as to the Work. It is intended that such exercise of judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

    a. does not conform to the Contract Documents; or

    b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

    c. has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. Before Owner delivers the executed counterparts of the Contract to Contractor, Contractor shall deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall deliver such evidence of insurance, with copies to each additional insured, which Contractor is required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Bid documents are available on the City's website, www.cityofalachua.org and can be found by selecting Administrative Services, then selecting Purchasing Division and selecting RFQ, RFP and RFB's.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract but not before delivery to Contractor of a City Purchase Order. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (unless otherwise specified in the General Requirements or Supplementary Conditions), Contractor shall timely submit owner for review and acceptance the following schedules:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work, to include that submitted as a part of the Contract Price solicitation process and attached to the Contract as an Exhibit, which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, and others as appropriate will be held to review for acceptability to Owner as

provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner.

1. The Progress Schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if upon review, it provides a reasonable allocation of the Contract Price to component parts of the Work; otherwise changes will be required for the contractor before the Schedule of Values is accepted.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance

of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.

2. *Contractor Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.17.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work, Price, Contract times or to modify the terms and conditions only by a Change Order.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by Owner or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and specific written verification or adaptation by Owner.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. The data furnished by Owner to Contractor, or by Contractor to Owner, of text, data, graphics, or other types should be in electronic searchable format (*.pdf).

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 5 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 5 day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17.A), notify Owner in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Review*: After receipt of written notice as required by Paragraph 4.02.A, Owner will promptly review the pertinent condition, determine the necessity of Owner obtaining exploration or tests with respect thereto, and advise Contractor in writing (with a copy to Contractor) of Owner's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give written notice as required by Paragraph 4.02.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner, or any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.03 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner by the owners of such Underground Facilities, including Owner, or by others.

1. Owner shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner. Owner will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Owner concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents

and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.04 *Reference Points*

A. Owner shall provide maps to establish reference points for construction which in Owner's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.05 *Hazardous Environmental Condition at Site*

A. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

B. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.17.A); and (iii) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall determine the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Owner shall take such actions as are necessary to permit Contractor to timely obtain required permits and provide Contractor the written notice.

C. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

D. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as

a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

E. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.05.E shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

F. The provisions of Paragraphs 4.02 and 4.03 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or

insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

B. Bid Bonds. Shall be in the form of a cashier's check, other certified Bank Check (made payable to the City of Alachua) or other surety as described in A., supra. Bid Bonds will be returned to Bidder upon complete execution of the Contract for the work at the price Bid. The Bid Bond will be automatically converted to the property of the City of Alachua if the Bidder has not executed the Contract as set forth in this paragraph within seven (7) City working days after Bid Award.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, before beginning any work, and with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

C. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner, and any other individuals or entities identified in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Contract Documents or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.12 and 6.21;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Contract Documents, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Property Insurance*

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, sinkhole, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another insured location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until Certificate of Occupancy has been obtained and final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.06 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.03 and 5.04 will protect Owner, Contractor, Subcontractors, and any other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and all other individuals or entities identified as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner and Contractor waive all rights against the other for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof during partial utilization pursuant to Paragraph 14.05, after Substantial Completion or after final payment.

C. Any insurance policy maintained by Contractor covering any loss, damage or consequential loss referred to in Paragraph 5.05 shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Owner, Contractor, Subcontractors and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.07 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the

requirements of any applicable mortgage clause. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.08 *Acceptance of Bonds and Insurance; Option to Replace*

A. If Owner has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the Owner shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide to Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, Contractor shall notify the Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the Owner may elect to obtain equivalent bonds or insurance to protect Owner interests at the expense of Contractor who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

6.02 *Independent Contractor*

A In the Owner performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed the Contractor is at all time acting and performing as an

independent contractor. Nothing is this Agreement is intended to or shall be deemed to constitute an employer an employer/employee relationship, partnership or joint venture between the Parties. The Contractor shall at all times remain an independent contractor with respects to the services to be performed under this agreement.

B The Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and as an officer, employee, agent joint venture, or partner of the Owner. Nor shall the Contractor represent to others that, as the Contractor, it has the authority to bind Owner unless specially authorized to do so.

C Neither the Contractor, nor its officers, agents, employees subconstractors, or assignees are entitles to State retirement or State leave benefit, or to any other compensation of State employment as result of performing the duties obligated in this Agreement.

D The Contractor agrees to take such action as made be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be as agent, employee, servant, joint venturer, or partner of the Owner.

E Owner shall not be responsible for withholding taxes with respect to the Contractor use of funds under this Agreement. The Contractor shall have no claim against Owner for vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The contractor shall ensure that its employees, subcontractors and other agents receive necessary workers compensation and reemployment assistance benefits from an employer other than Owner.

F The Contractor, at all times during this Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

6.03 *Labor; Working Hours*

A. *E-Verify*- The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during the contract term.

B. *Compliance*- The Contractor shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the FDOT, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

C. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work during extended working hours, on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Owner.

6.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.05 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.06 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that

no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Owner for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Owner's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Owner as an "or-equal" item. For the purposes of this Paragraph 6.06.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Owner determines that:

        1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

        3) it has a proven record of performance and availability of responsive service.

    b. Contractor certifies that, if approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

    a. If in Owner's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.06.A.1, it will be considered a proposed substitute item.

    b. Contractor shall submit sufficient information as provided below to allow Owner to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Owner from anyone other than Contractor.

    c. The requirements for review by Owner will be as set forth in Paragraph 6.06.A.2.d, as supplemented by the General Requirements, and as Owner may decide is appropriate under the circumstances.

    d. Contractor shall make written application to Owner for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

        1) shall certify that the proposed substitute item will:

            a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available owning, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Owner. Contractor shall submit sufficient information to allow Owner, in Owner's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Owner will be similar to those provided in Paragraph 6.06.A.2.

C. *Owner's Evaluation:* Owner will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.06.A and 6.06.B. Owner may require Contractor to furnish additional data about the proposed substitute item. Owner will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Owner's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Owner will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Owner's Cost Reimbursement*: If Owner requires the services of an Owner to evaluate a contract or request Owner will record Owner's costs in evaluating the submitted by Contractor. Whether or not Owner approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Owner for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of

Owner for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.07 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. Owner's acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner to reject defective Work.

C. Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship with Owner and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Owner through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a

Subcontractor or Supplier who is listed as a loss payee on property insurance, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.09 *Permits*

A. Unless otherwise provided in the Special Instructions and Additional Information (Exhibit A), Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not

limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.11 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.12 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner and the public. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and

machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.13 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of Contract Agreement, all Drawings, Specifications, Addenda, Change Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Owner or authorized inspectors for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to.

6.14 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.

D. Contractor shall inform Owner of the specific requirements of Contractor's safety program with which Owner's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.14.A.2 or 6.16.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or anyone employed by it, or anyone for whose acts any of

them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Owner has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.15 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.16 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.17 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued.

6.18 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Owner for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Owner may require.

1. *Shop Drawings:*

a. Submit number of copies specified by Owner.

b. Data shown on Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the services, materials, and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes required by Paragraph 6.18.D.

2. *Samples:*

a. Submit number of Samples specified by Owner, in an electronic searchable format (*.pdf).

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner may require to enable Owner to review the submittal for the limited purposes required by Paragraph 6.16.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

e. All submittals shall be provided in an electronically searchable format (*.pdf).

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Owner specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. NO such change is authorized except by issuance of a Change Order as prescribed in Article 10. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Owner for review and approval of each such variation.

D. *Owner's Review:*

1. Owner will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Owner. Owner's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Owner's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.18.C.3 and Owner has given written approval of each such variation by specific written notation thereof incorporated in a Change Order as prescribed in Article 10. Owner's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.18.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Owner and shall return in an electronically searchable format (*.pdf) corrected copies of Shop Drawings and submit, as required, new Samples for review and approval by Change Order. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous submittals.

6.19 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.20 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its officers, directors, members, partners, employees, agents, consultants, subcontractors, successors and assigns shall be entitled to rely on representation of Contractor's warranty and guarantee as to workmanship, supplies and materials for one (1) year from acceptance by Owner of final completion.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Owner;

2. Payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Owner;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

8. Issuance of Certificate of Occupancy.

6.21 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work at the Site with Owner employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the

extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in the Notice to Contractor required in 7.01,A:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Notice, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are also applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Owner shall issue all communications to Contractor throughout the construction of the project.

8.02 *Replacement of Owner Contact*

A. In case of a changed in Owner name contact person, Owner shall appoint a representative, whose status under the Contract Documents shall be that of the former person named.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.06 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.07 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.08 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition as established by law. See Paragraph 17.03.

8.09 *Evidence of Financial Arrangements*

A. Upon request of Contractor and Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.10 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.14.D.

ARTICLE 9 – OWNER STATUS DURING CONSTRUCTION

9.01 *Visits to Site*

A. Owner will make visits to the Site at intervals appropriate to the various stages of construction as Owner deems necessary in order to observe as an experienced and qualified professional the progress that has been made and the quality of the various aspects of Contractor's executed

Work. Based on information obtained during such visits and observations, Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Owner will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Owner's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, will be informed of the progress of the Work and will endeavor to guard Owner

B. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.02 *Project Representative*

A. Owner may elect to retain a Resident Project Representative to assist Owner in providing more extensive observation of the Work.

9.03 *Authorized Variations in Work*

A. Owner may authorize with Owner's concurrence minor variations in the Work from the requirements of the Contract Documents which do or do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These must be accomplished by a Change Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Change Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.04 *Rejecting Defective Work*

A. Owner will have authority to reject Work which Owner believes to be defective, or that Owner believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.05 *Shop Drawings, Change Orders and Payments*

A. In connection with Owner authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.18.

B. In connection with Owner authority as to Applications for Payment, see Article 14.

9.06 *Determinations for Unit Price Work*

A. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner will review with Contractor the Owner's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an

Application for Payment or otherwise). Owner's written decision thereon will be final and binding (except as modified by Owner to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Owner will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Owner in writing within 30 days of the event giving rise to the question.

B. Owner will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Owner's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Owner's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Owner will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.08 *Limitations on Owner Authority and Responsibilities*

A. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor failure to perform the Work in accordance with the Contract Documents.

B. Owner will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

C. Owner's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, Operations and Maintenance Manual, Products, Spare Parts and Maintenance Materials Manual, Warranty Documentation Manual, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

D. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.09 *Compliance with Safety Program*

A. While at the Site, Owner employees and representatives shall comply with the specific applicable requirements of Contractor safety programs of which Owner has been informed pursuant to Paragraph 6.14.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Change Order, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.17 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Owner covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Owner pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.19.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Verification of such change will be provided by Contractor to Owner.

10.05 *Claims*

A. *Owner Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Owner for decision. A decision by Owner shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Owner and Owner promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Owner and the other party to the Contract within 60 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Owner and the claimant within 30 days after receipt of the claimant's last submittal (unless Owner allows additional time).

C. *Owner Action*: Owner will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Owner is unable to resolve the Claim if, in the sole discretion of Owner, it would be inappropriate for the Owner to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Owner does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Owner written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed in writing by Owner (such as a lump sum cost from Contractor for the Work covered by a Change Order), such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Owner, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Owners, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

    g. The cost of utilities, fuel, and sanitary facilities at the Site.

    h. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain for the additional work.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

    1. Payroll costs and other compensation of Contractor officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, Owners, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to

in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor fee.

2. Expenses of Contractor principal and branch offices other than Contractor office at the Site.

3. Any part of Contractor capital expenses, including interest on Contractor capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor Fee:* When all the Work is performed on the basis of cost-plus, Contractor fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Owner.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Owner to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Owner and the Owner in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor Fee:* The Contractor fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Owner and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, other contractors or a utility performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of a utility not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, and its officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Owner has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, its consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor

shall provide them proper and safe conditions for such access and advise them of Contractor safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Owner timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner and Owner acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner.

E. If any Work (or the work of others) that is to be inspected, tested, or approved by Owner is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor expense unless Contractor has given Owner timely notice of Contractor intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner observation and replaced at Contractor expense.

B. If Owner considers it necessary or advisable that covered Work be observed by Owner or inspected or tested by others, Contractor, at Owner request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment at Contractor expense.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, and was not subject to prior inspection by Owner prior to covering, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.12.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner, prior to final payment, prefers to accept it, may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner evaluation of and determination to accept such defective Work (such costs to be approved by Owner as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner making final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such final payment, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails, within a reasonable time after written notice from Owner, to correct defective Work, or to remove and replace rejected Work as required by Owner in accordance

with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor services related thereto, take possession of Contractor tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid but which are stored elsewhere. Contractor shall allow Owner, Owner representatives, agents and employees, other contractors, and consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages, including but not limited to all fees and charges of Owners architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraphs 2.05 and 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on account of Unit Price Work will be based on the number of units completed. Unit prices for unforeseen and not possible to predetermine work (such as removal of excessive rock or clay, will be bid, as separate Unit Price items. Should any Unit Price Bid of the lowest total Base Bid of the selected responsive and responsible bidder be lower than all other Bidders, the unit price will be included in the Contract. If the Unit Price bid of the selected Base Bidder is higher than the Unit Price bid of any higher total Base Bidders, the unit price bid (category) of the selected Base Bidder will be averaged with all lower Unit Price Bids (by category) of all other responsive and responsible bidders to determine the Unit Price per category.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 10 days before the date established in the Contract for each progress payment (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by Owner. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Owner will, within 10 days after receipt of each Application for Payment, either process a payment request or return the Application to Contractor indicating in writing Owner's reasons for refusing to process payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Owner processing of any payment requested in an Application for Payment will constitute a representation and certification by Contractor to Owner, that the Application for Payment and the accompanying data and schedules, are to the best of Contractor knowledge, information and belief, a true statement that :

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the application); and

   c. the conditions precedent to Contractor being entitled to such payment have been fulfilled, and

3. By processing or making any such payment Owner will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Owner review of Contractor Work for the purposes of making payments nor the making of any payment, including final payment, will imply:

a. The Owner supervised, directed, or controlled the Work, or

b. approve the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. verified the Contractor compliance with Laws and Regulations applicable to Contractor performance of the Work, or

d. that the Owner has examined or ascertained how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. also determined that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Owner may approve the whole or any part of any payment if, in Owner opinion, it would be incorrect to do otherwise. Owner may also refuse any such payment if Owner believes previous payments should be offset because of subsequently discovered evidence or the results of subsequent inspections or tests, cause Owner to believe previous payments should be offset because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. In accordance with F.S. 218, Florida Prompt Payment Act.

D. *Reduction in Payment:*

1. Owner may also refuse to make payment of the full amount applied for because:

a. claims have been made filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Claims;

b. there are other items entitling Owner to a set-off against the amount claimed; or

c. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount applied for by Contractor, Owner will give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the statute.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to free Owner no later than the time of payment.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion.

B. Promptly after Contractor notification, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefor.

C. If Owner considers the Work substantially complete, Owner will deliver to Contractor a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

D. Before submission of Certificate of Substantial Completion, Contractor will deliver to Owner a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, insurance, warranties and guarantees. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner, the public and affected property owners may use or occupy any substantially completed part of the Work Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used for its intended purpose without significant interference with Contractor performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work that Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor and Owner, will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner and Contractor will promptly make a final inspection and Owner will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.13), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Claim rights arising out of or Claims filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and, as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way

be responsible, or which might in any way result in liens or other burdens on Owner, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any such Claim.

B. *Owner's Review of Application and Acceptance:*

1. If, on the basis of Owner observation of the Work during construction and final inspection, and Owner review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner is satisfied that the Work has been completed and other obligations of Contractor under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, indicate in writing Owner processing of payment. At the same time Owner will also give written notice to Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. <u>In accordance with F.S. 218, Florida Prompt Payment Act</u>

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Owner agrees, Owner shall, upon receipt of Contractor final Application for Payment for Work fully completed and accepted and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.05);

2. Contractor disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor repeated disregard of the authority of Owner; or

4. Contractor violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner as to their reasonableness and, when so approved by Owner, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price

or Contract Times or otherwise for expenses or damage directly attributable to Contractor stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Owner for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Owner action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

BID FORM

(Shall be submitted with Bid)

Base Bid or Additive Alternative	No.	Description	Lump Sum Bid Price
Base Bid		Tasks 1, 2, and 3 - Base Bid Total	($) 7,185,700.00
Additive Alternate	1	8-inch Sanitary Sewer Extension	($) 70,000.00
Additive Alternate	2	Diesel Engine Generator	($) 707,000.00
		Total of All Additive Alternates	($) 777,000.00
		Basis of Award - Total of Base Bid Plus All Additive Alternates	($) 7962,700.00

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Addenda & Amendments

Contractor/Bidder must attach and acknowledge receipt, by the number and date of all addenda and amendments published by the Owner as part of this bid.

Addenda & Amendment No.(s)	Date
AMMENDMENT #1	3/30/23
ADDENDUM #1	4/4/23
AMMENDMENT #2	4/4/23
ADDENDUM #2	5/2/23

Authorized Signature

Name of Firm: SGS CONTRACTING SERVICES, INC.

Name of Authorized Representative: SETH SIMMONS

Title of Authorized Representative: PRESIDENT.

SGS CONTRACTING SERVICES, INC.
BID #1

EXHIBIT D
INSURANCE REQUIREMENTS

1. Insurance

Except as otherwise specified, the Contractor and any sub-contractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the Owner. It shall be the responsibility of the Contractor to maintain adequate insurance coverage and to assure that sub-contractors are adequately insured at all times. Failure of the Contractor to maintain adequate coverage shall not relieve the Contractor of any contractual responsibility or obligation.

The requirements specified herein as to types, limits and Owner's approval of insurance coverage to be maintained by the Contractor and sub-contractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and sub-contractors.

Any insurance carried by the Owner which may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

For insurance purposes, the title of Ownership of materials furnished under this contract shall remain with the Contractor until the Owner receives such materials at the specified destination.

1.1 Additional Insured

Upon notice of award and before a Contract is presented to the City Commission, all insurance coverages furnished under the contract, except for Workers Compensation and Employers Liability, shall include the Owner, officials, directors, partners, consultants, agents and employees as additional insured with respect to the activities of the Contractor and sub-contractors and certificates of insurance be delivered to Donna Smith @ dsmith@cityofalachua.org. These policies shall contain a "cross- liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured or additional insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named. The Owner shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium.

1.2 Waiver of Subrogation

The Contractor and sub-contractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against Owner, officials, directors, partners, consultants, agents and employees.

COA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or sub-contractor providing such insurance.

1.3 Certificates of Insurance

The Certificate(s) of Insurance furnished by the Contractor shall be completed by the authorized representative and presented to the Purchasing Division. The certificate shall be dated and show the following:

1.3.1 The name of the insurer, the effective and termination date, the specified job by name and quote number, name of the insured Contractor and the policy number.

1.3.2 Statement that the insurer will mail notice to COA at least thirty (30) days prior to any material deviations or cancellations of the policy.

1.3.3 Shall include all deductibles and/or self insurance retentions for each line of insurance coverage.

1.3.4 The Certificate(s) of Insurance shall designate COA as certificate holder as follows:

City of Alachua
Attention: Purchasing Division
15100 NW 142 Terrace
Alachua, Florida 32615

2. Workers Compensation and Employers Liability

This insurance shall protect the Contractor against all claims under applicable state workers compensation laws. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provision of a workers compensation law. The policy shall include an "all states" or "other states" endorsement.

2.1 The liability limits shall not be less than required by Florida Law.

Insurance:	***Description:***
Workers' Compensation Employer's Liability	Statutory $1,000,000 each occurrence

3. Comprehensive Automobile Liability

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

3.1 The liability limits shall not be less than:

Insurance:	***Description:***
Bodily injury Property damage	$1,000,000 combined single limit Each occurrence

4. Comprehensive General Liability

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims arising from bodily injury, sickness, disease or death of any person or damage to property of the Owner or others arising out of any act or omission of the Contractor or his agents, employees or sub-contractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment).

4.1 The liability limits shall not be less than:

Insurance:	***Description:***
Personal injury and Property damage	$1,000,000 combined single limit each occurrence and $1,000,000 aggregate

5. Umbrella Liability Policy

This insurance shall be an "occurrence" type policy protect the Contractor and the additional insured against all claims in excess of the limits provided under the employer liability, comprehensive automobile liability, and the comprehensive general liability policies. The liability limits of the umbrella liability policy shall not be less than $1,000,000. The policy shall be an “occurrence” type policy.

****** END OF SECTION ******

NOTICE TO PROCEED

Date:

Project: RFB 2023-03 Alachua Water Quality and Resiliency Improvement Project	
Owner: City of Alachua	Owner's Contract No.: RFB 2023-03
Contract: Alachua Water Quality and Resiliency Improvement Project	Engineer's Project No.: N/A
Contractor:	
Contractor Address:	

You are notified that the Contract Times under the above Contract will commence to run on , 2023 on or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the number of days to achieve Substantial Completion is ___ days, and the number of days to achieve readiness for final payment is _____days.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you must deliver to the owner (any other identified additional insureds and loss payees) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

1. Coordinate access to site procedures with Owner.
2. Provide recorded copies of Performance Bond and Payment Bond.
3. Receive a Purchase Order from Owner.

Owner: City of Alachua

By:_____
William M. DaRoza

City Manager
Title

_____
Date

EXHIBIT E
Page 1 of 1

EXHIBIT F

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: RFB 2023-03 Alachua Water Quality and Resiliency Improvement Project	Owner: City of Alachua	Owner's Contract No.: RFB 2023-03
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price:	Original Contract Times: ☐ Working days ☐ Calendar days
$_____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No._____to No._____:	[Increase] [Decrease] from previously approved Change Orders No._____to No._____:
	Substantial completion (days): _____
$_____	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): _____
$_____	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date): _____
$_____	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): _____
$_____	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Project: RFB 2023-03 Alachua Water Quality and Resiliency Improvement Project	
Owner: City of Alachua	Owner's Contract No.: RFB 2023-03
Contract:	Engineer's Project No.:

This Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

OWNER:
City of Alachua
P.O. Box 9
Alachua, FL 32616

CONSTRUCTION CONTRACT #:
Effective Date of the Agreement:
Amount:
Description *:*

BOND
Bond Number:
Date:
Amount:
Modifications to this Bond Form: ☐ one

SURETY *(name and address of principal place of business)*:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

PAYMENT BOND

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
CONSTRUCTION CONTRACT
Effective Date of the
Agreement: Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: __None __ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	
_____ *(seal)*	
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:**
_____	
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:**
_____	
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Contractor's Application for Payment No. _____

	Application Period:	Application Date:
To (Owner): City of Alachua	From (Contractor):	Via (Engineer):
Project: RFB 2023-03 Alachua Water Quality and Resiliency Improvement Project	Contract:	
Owner's Contract No.: RFB 2023-03	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE				**$** _____
2. Net change by Change Orders				**$** _____
3. Current Contract Price (Line 1 ± 2)				**$** _____
4. TOTAL COMPLETED AND STORED TO DATE				
(Column F on Progress Estimate)				**$** _____
5. RETAINAGE:				
a.	**X** _____	**Work Completed**		**$** _____
b.	**X** _____	**Stored Material**		**$** _____
c. Total Retainage (Line 5a + Line 5b)				**$** _____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)				**$** _____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)				**$** _____
8. AMOUNT DUE THIS APPLICATION				**$** _____
9. BALANCE TO FINISH, PLUS RETAINAGE				
(Column G on Progress Estimate + Line 5 above)				**$** _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number:			
Application Period:						Application Date:			
A			B	C	D	E	F		
Item		Bid Item Quantity	Unit Price	Bid Item Value ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									

Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equpment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 7/24/2023
SUBJECT: RFB 2023-03 - City of Alachua Water Quality & Resiliency Improvement Project Engineering Construction Services
PREPARED BY: Donna Smith, Purchasing Coordinator

RECOMMENDED ACTION:
1) Accept the proposal from Jacobs in the amount of $399,900.00 to complete the tasks for Engineering Construction Services for RFB 2023-03.

2) Authorize the City Manager to enter into a contract with Jacobs for the Engineering Construction Services and to issue a Purchase Order in the amount of $399,900.00.

Summary

The City of Alachua is moving forward with awarding the City of Alachua Water Quality & Resiliency Improvement Project and will require Engineering Construction Services.

Jacobs Engineering Group, Inc. has submitted a proposal to provide Engineering Construction Services for the following tasks:

Task 1 - Conform Documents
Task 2 - Services During Construction (Submittal Review, RFI, RFQ, Site Visits, Meeting, Startup, and Punchlist)
Task 3 - Project Management
Task 4 - Record Drawings

Due to Jacobs specific knowledge of the project (well design, installation, geophysical and hydrogeologic conditions, logging, startup, and drilling experience with the local area), staff recommends accepting Jacobs Proposal for Engineering Construction Services.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT: $399,900.00

FUNDING SOURCE: Water Fund

COMMISSION GOALS:
Quality of Life, Community Enhancement

ATTACHMENTS:

	Description
🗋	Sole Source Certification & Scope of Services Proposal

Sole Source Certification

Vendor: Jacobs Engineering Group Inc.

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PURCHASE. ATTACH ADDITIONAL DATA OR SUPPORT DOCUMENTATION AS NECESSARY (MORE THAN ONE ENTRY WILL APPLY TO MOST SOLE SOURCE PRODUCTS OR SERVICE.

7.05 Sole Source and Proprietary Purchases

A. Sole source and proprietary purchases are defined and used interchangeably as purchases of supplies, equipment and contractual services that are:

- ☐ 1. The only choice that will produce the necessary result or meet a unique performance requirement and available from only one source.
- ☐ 2. Available from only one vendor and there is no comparable product.
- ☐ 3. Required to match existing piece or brand of equipment and available from only one vendor.
- ☐ 4. required for repair or maintenance of specific brand of existing equipment and available from only one original equipment manufacturer or designated service dealer.
- ☐ 5. Used Equipment.
- ☐ 6. Supported by explanation which must be documented in writing.*
- ☑ 7. Services available from vendors (firms or individuals) uniquely qualified to perform such services.

*Comments/Explanations: (Use Reverse Side If Necessary)

Jacobs' knowledge of the Highland baffled ASME contact tank and computational fluid dynamics. Highland has not sold one of these contact tanks in Florida but has received approval for a 0.7 baffle factor on water treatment plants in New Jersey. Jacobs has received FDEP approval for this project's use.
Jacobs' local specific knowledge of well design, installation, geophysical and hydrogeologic conditions, logging, startup, drilling experience within the local area.
Jacobs' holistic and integrated knowledge of the City electrical infrastructure and the reliability, transfer, and redundancy needs for this project.

This sole source is in accordance to Section 7.05 of the Purchasing and Sales Policy and Regulations.

Signed: Approved via electronic requisition approval
Department Director

Date: 06/30/2023

Exhibit A. Scope of Services and Fee for City of Alachua Water Quality & Resilience Improvement Project Engineering Services During Construction
June 29, 2023

1. Introduction

The design of the City of Alachua (CoA) Water Quality & Resilience (WQRI) Water Treatment Plant (WTP) was completed in December 2022. The design includes drilling a 1-million-gallons-per-day (mgd) Upper Floridan well, new well head, chemical feed for sodium hypochlorite and fluoride, yard piping, new primary power feeders, electrical power distribution onsite, standby generator, instrumentation and data collection to plant Supervisory Control and Data Acquisition (SCADA) system, security cameras, and an operations/laboratory building.

The CoA has issued these design documents, including technical specifications and drawings, to general contractors for bidding and will award the contract to the apparent low bidder, SGS Contracting Services, Inc. (SGS). Construction will begin in 2023. The 24-month construction duration required by SGS will be documented as part of Change Order 1 as defined in Addendum No. 1 issued April 4, 2023. The bids came in higher than anticipated and SGS will submit value engineering proposals to reduce scope and cost for the CoA to consider.

The CoA has requested that Jacobs prepare a scope of services to deliver conformed documents, services during construction (SDC), and record drawings for this project. The conformed documents will include the CoA-accepted value engineering proposals from SGS.

The work provided under the proposed scope of services will be in accordance with the terms and conditions of Contract Number Request for Proposals (RFP) #2018-02 executed on November 15, 2018 between the City and Jacobs. Jacobs will provide professional engineering services to the City in accordance with the following task descriptions as Change Order #7 to RFP #2018-02.

2. Background

The ground storage tank (GST) site is located at NW 104th Terrace and consists of a 1.5-million-gallon above-ground storage tank; an adjacent GST pump building with fire-flow pumps that were initially constructed to supply fire-flow to Progress Park; the Turkey Creek Booster pump station (a duplex pump station that uses water stored by the GST to supply potable water to the eastern service area of the City); an unused septic system; underground piping; and electrical and stormwater pond.

Water is currently delivered to and stored in the GST from the City's downtown WTP through a connection to the City's water distribution system. The City's three existing wells supply system head pressure throughout the west grid of the City's water distribution system. This head, or "energy," is stored in two elevated storage tanks (referred to as the Mebane and Dollar General elevated storage tanks).

The GST will remain and will store the water supplied by the new onsite well, GST Well No. 1. The new 1-mgd Upper Floridan well will be used to fill the GST and provide water to the Turkey Creek Booster pump station. A new sodium hypochlorite storage/feed pump skid and welded steel contact tank will provide disinfection to meet Florida Department of Environmental Protection (FDEP) guidelines for four-log virus treatment of groundwater.

New GST Well No. 1 will be the first facility constructed on the new site. The SGS will be responsible to hire a well driller to drill the new Upper Floridan well, take samples, perform logging and perform a step test to confirm the 1 mgd pumping capacity.

A new SCADA system will accumulate and save plant data to a new computer server. This plant data will be used to create monthly reports to FDEP for the new WTP.

The new electrical distribution system will accept primary power from a pole-mounted transformer and a pad-mounted transformer. A new distribution switchboard will interconnect these two primary power sources with a new standby generator to provide continuous power to the WTP.

A new operations building will provide offices for the WTP supervisor and operator, server room for plant SCADA, laboratory space, open work area, and restrooms.

The tasks in this scope of services are based on a 2-year duration to the Contractor's substantial completion milestone. This matches the duration that SGS plans to submit in Change Order 1.

3. Scope of Services

Jacobs prepared this scope of services to provide the City with professional consulting for conforming documents and SDC. The following tasks are included within this scope of services:

- Task 1 – Conformed Documents
- Task 2 – Services during Construction
- Task 3 – Project Management
- Task 4 – Record Drawings

These services are described in further detail in the following sections.

Task 1 – Conformed Documents

Jacobs will prepare conformed drawings and specifications as described in Subtask 1.1.

Subtask 1.1 Conformed Documents. Jacobs will prepare conformed drawings and technical specifications that incorporate the changes that were identified during the bid process and the CoA-approved value engineer proposals from SGS. The changes on the drawings and specifications will be "clouded" so the changes will be clearly identified. Jacobs will provide the following conformed document deliverables to the CoA:

- Signed and sealed conformed drawings and technical specifications in PDF format
- 5 printed sets of half-size conformed drawings at 11 inches by 17 inches and technical specifications at 8-1/2 inches by 11 inches
- 2 sets of full-size conformed drawings at 22 inches by 34 inches

Task 2 – Services during Construction

Subtask 2.1 Submittal Review. Jacobs will review shop drawings, vendor operations and maintenance (O&M) manuals, and test reports for conformance with the conformed drawings and technical specifications.

A total of 100 submittal reviews from the Contractor are included in the scope of services; resubmittals are counted as a separate submittal.

Jacobs will expedite shop drawings that are on the Contractor's critical path with a 14-day maximum turnaround. This expedited shop drawing review process is defined in the Volume 2 of the Technical Specifications under Section 01 33 00 SUBMITTALS.

Subtask 2.2 Request for Information (RFI). Jacobs will provide technical interpretations of the Conformed drawings and technical specifications. Jacobs will provide a written response to each request for information from the Contractor and maintain a log of all RFI responses.

Jacobs will copy the CoA's project manager on all RFI responses.

A total of 18 RFI responses are included in the scope of services.

Subtask 2.3. Request for Quotation (RFQ). Jacobs will respond to the Contractor's written request(s) for scope changes that require a change in the Contractor's cost or contract time.

Jacobs will assist the CoA in responding to change orders and developing mutually acceptable solutions for mitigating and diffusing claims but the scope of services does not include defense or litigation or claims.

A total of 9 RFQ responses at 12 hours each are included in the scope of services.

Subtask 2.4 Site Visits. Jacobs technical staff will visit the site on an as-needed basis to inspect the construction progress and to assist CoA to determine if the project is constructed in conformance with the requirements of the conformed drawings and technical specifications. Examples of anticipated site visits include structural review of rebar before concrete pours, electrical review of primary conductor installation, and monitoring the well drilling Contractor during logging and sampling.

A total of 24 site visits at 4 hours each are included for the 2 years of construction. The total level of effort included is 96 hours.

Subtask 2.5 Meetings. Jacobs will prepare an agenda and administer a preconstruction meeting with the CoA and the Contractor.

A monthly meeting will be held for each subsequent month till project substantial completion. The Contractor will prepare the agenda and meeting notes for these meetings.

Jacobs will attend a total of 24 monthly meetings in the project with one staff person per meeting.

Subtask 2.6 Startup. Jacobs will represent the CoA during the startup of each facility in the project as follows:

- **2.6.1 SDC and Startup of GST Well No. 1.** The startup activities for the new GST Well No. 1 include the following:
  - Observe the well construction during drilling and casing installation. Jacobs will limit observation to key construction activities that include pilot-hole drilling and casing installation. It is assumed that the drilling Contractor shall notify Jacobs in advance of key construction activities. A total of 60 hours of observation is included; if this level of effort is exceeded, then an additional fee will be required.
  - Observe geophysical and video logging of the well with the drilling Contractor. Two days of effort is included.
  - Coordinate and implement the approved aquifer performance test plan. Sixteen hours of effort is included. CoA's Contractor is responsible for furnishing and installing all equipment necessary to perform the test in accordance with the approved construction and testing plan. Jacobs will furnish and operate the water level and water quality measuring devices.
  - Collect well samples for analysis; 2 days of effort is included. CoA is responsible for all lab analytical and delivery costs.

- Compile, evaluate, and interpret all hydrogeologic data collected during well construction and testing. Hydrogeologic data includes but is not limited to lithologic sample descriptions, water quality sampling results, geophysical logging, and aquifer performance test data.
- Prepare a report entitled, ***Construction and Testing of City of Alachua GST Well No. 1***, documenting the well construction details, aquifer testing procedures and results, water quality sampling results during and after drilling, and local regional hydrogeology. The report will be submitted to the Suwannee River Water Management District.

- **2.6.2 Startup of GST Wellhead No. 1**. Perform a step-drawdown test with the permanent wellhead pump; estimated duration 1 day. The final deliverable to the CoA will be a PDF file of the Excel spreadsheet used to document the steps in the test.
- **2.6.3 Startup of Chemical Feed Facilities**. Perform a pump test with the permanent sodium hypochlorite pump skid; estimated duration 1 day. The final deliverable to the CoA will be a PDF file of the Excel spreadsheet used to document the pump flow in gallons per hour versus pump speed from 0% to 100%.
- **2.6.4 Startup of Electrical Gear**. Monitor the operation of the distribution switchboard to confirm that when the primary power is tripped, the standby generator activates and provides power to the WTP; a 4-hour site visit is included. The deliverable will be a set of field notes documenting the testing.
- **2.6.5 Startup of Instrumentation and Plant SCADA**. Monitor the Contractor's protocol implementation conformance statement (PICS) while the input/output (I/O) is documented and confirmed to be saved in the new network server. In addition, the auto dialer will be tested to confirm that when an alarm condition occurs, a call to the operator on duty is made, as required by the FDEP; 3 days of effort is included.
- **2.6.6 Startup of Residual Analyzer**. Monitor the chlorine residual analyzer test performed by the Contractor and confirm the analyzer is providing accurate values to plant SCADA; a 1-day site visit is included.
- **2.6.7 Punch List**. Jacobs and Walker Architects representatives will meet onsite and review the quality of work after substantial completion; a 1-day site visit is included. A punch list will be prepared for the operations building and WTP facilities and given to the CoA and Contractor.

Task 3 – Project Management

Jacobs will provide project management services for this Scope or Services to maintain SDC project files, coordinate with the City Project Manager, manage Jacobs' staff, and facilitate communication and project progress for the first year of construction. The construction duration is 25 months to final completion.

Task 4 – Record Drawings

Jacobs will prepare record drawings for the project based on the Contractor's redline markups. The final deliverables will include the following:

- Electronic set of record drawings in PDF format
- Electronic set of record drawings in AutoCAD format

4. Schedule

The scope and fee for this project are based on the Contractor performing all construction activities through substantial completion within a 24-month schedule based on consecutive calendar days (refer to **Table 1**).

Table 1. Proposed Schedule for Completion by Task

Task Description	Estimated Schedule for Completion
Conformed Documents	▪ Week of July 24, 2023 – Notice to Proceed to Contractor ▪ Week of September 11, 2023 – Issue Conformed documents
Services during Construction	▪ Week of January 8, 2024 - Startup of GST Well No. 1 ▪ Week of July 7, 2025 – Startup of WTP Facilities ▪ July 28, 2025 – Substantial completion ▪ Week of July 28, 2025 – Issue punch list to Contractor ▪ September 1, 2025 – Construction final completion
Project Management	▪ Week of January 5, 2026 – Issue final invoice to City
Record Drawings	▪ Week of September 1, 2025 - Obtain redline markups from Contractor ▪ Week of December 1, 2025 – Issue record drawing deliverable to City

5. General Assumptions

The following assumptions are included as part of this scope of services:

- **Project Management**. The project managers for CoA and Jacobs during SDC will be:
  - CoA: Tom Ridgik
  - Jacobs: Dustin Dykes (email at dustin.dykes@jacobs.com)
- **O&M Manual**. The preparation of an O&M manual for the new WTP facilities by Jacobs is not included in the scope. O&M manuals by the equipment vendors will be reviewed by Jacobs as part of the shop drawing review on **Task Services during Construction**.
- **Startup**. There will be two startup periods for the project as follows:
  - Performance test of the GST Well No. 1 while the well driller is onsite
  - Performance test of the wellhead, process, instrumentation, and electrical gear to demonstrate substantial completion by the Contractor
- **Health and Safety**. Jacobs will only be responsible for the health and safety of its own employees or its subconsultants.
- **Information Provided by Others**. Jacobs will reasonably rely on the accuracy and completeness of the information/data provided by the City or other third parties without independent verification.
- **Construction Cost Estimates**. Jacobs has not included any construction cost estimating services in this scope.
- **Construction Schedule and Engineer's Fee**. The Engineer's fee presented in this scope of services is based on a 24-month construction schedule to substantial completion and 25-month construction schedule to final completion. If the Contractor's schedule extends beyond 25 months, the Engineer will be eligible for additional compensation.
- **Resident Inspection Services**. No resident inspection services are included.
- **Preparing Record Drawings**. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others and might not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
- **Liquidated Damages.** Limited damages will apply to task/work order completion date only when delays are directly attributable to Jacobs.
- **Hazardous Materials.** CoA shall be responsible for all hazardous materials at the site (known or unknown), which shall include any hazardous materials existing on the site as of the Effective Date of the Agreement, whether or not detected by Jacobs or otherwise, and any hazardous materials brought to the site by any party other than Jacobs, anyone employed by them, or anyone for whose acts Consultant may be liable, including, at CoA's sole cost and expense: (i) for the proper handling, storage, collection, containment, removal, transportation and disposal from the site of all such hazardous materials, and (ii) for any environmental condition caused by such hazardous materials. CoA's obligations shall include obligations with respect to a release or discovery of Hazardous Materials by Jacobs or its Subcontractors that have been or are brought to the foregoing areas by third parties other than the Jacobs, a Subcontractor, anyone employed by them, or anyone for whose acts Jacobs or any Subcontractor may be liable.
- **Possible Hazardous Substances Present Onsite.** Jacobs shall at no time take title, risk of loss, or ownership of the hazardous materials or wastes. Client recognizes that Jacobs assumes no risk and/or

liability for hazardous materials encountered while performing any services associated with such hazardous waste.

- **Onsite SDC.** The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to Client and/or the construction Contractor or other entities and do not relieve the construction Contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

  Jacobs and Jacobs' personnel have no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction Contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.

  The presence of Jacobs' personnel at a construction site is for the purpose of providing to Client a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction Contractor(s). Jacobs neither guarantees the performance of the construction Contractor(s) nor assumes responsibility for construction Contractor's failure to perform work in accordance with the construction documents.

- **Responsible for Geotechnical Services.** In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions might occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.

6. Billing

The City shall compensate Jacobs for the professional services set forth in this scope of services (Tasks 1 to 4. The lump sum fee is dependent on the duration of the construction project as follows:

- The fee including all labor and expense will be completed for a lump sum fee of **$399,900**, Refer to Tables 2 and 3 for a breakdown of the fee.
- Invoices will be submitted monthly and will be in accordance with the contract terms and conditions. Each invoice will be processed, in a form acceptable to the City, and must be allocated by task and show the percentage of task completed and currently billed. Additional services over and beyond those defined in this task order will be subject to an amendment or follow-up task order covering the additional compensation to be mutually agreed upon by both parties.

Table 2. Fee Breakdown for Proposed Schedule

Task Description	Labor
Conformed Documents and Incorporate Value Engineering Labor	$40,600
Services During Construction	$265,400
Project Management Labor	$20,700
Record Drawings	$20,200
Labor Total	**$346,900**
Jacobs Expenses	
Architectural Subconsultant, Walker Architects	$53,000
Expense Total	**$53,000**
Proposed Lump Sum Fee Amount	**$399,900**

Table 3. Fee Table

Billing Category	Engineer 7	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	Project Assistant	Total Hours	Expenses	Total Fee per Task
Hourly Rate	$268	$236	$205	$173	$137	$173	$142	$91			
Task 1- Conform Documents	8	28	62		127		12		237		$40,600
Task 2 - Services During Construction									1,357		$265,400
Subtask 2.1 - Submittal Review		159	196	10			58		423		$87,700
Subtask 2.2 - RFI			84			36			120		$23,500
Subtask 2.3 - RFQ			108						108		$22,100
Subtask 2,4 - Site Visits			108						108		$22,100
Subtasks 2.5 - Meetings		66	126						192		$41,400
Subtask 2.6 - Startup	8		144		196		12		360		$60,200
Subtask 2.7 - Punchlist			30				16		46		$8,400
Task 3 - Project Management			93					18	111		$20,700
Task 4 - Record Drawings			12			103			115		$20,200
Total Hours									3,177		
Expenses - Subconsultant Walker Architects										$53,000	$53,000
Total Fee									**3,177**	**53,000**	**399,900**

City Commission Meeting
Sign In July 24, 2023

Name (Please Print)	Name (Please Print)
(Please Print) Richard Bridges	(Please Print) Lynn Hayes
(Please Print) Janet Bridges	(Please Print)
(Please Print) Anne Gay	(Please Print)
(Please Print) Swanzetta Johnson	(Please Print)
(Please Print) Rev. Debra Sermons	(Please Print)
(Please Print) Rev. Eddie Sermons	(Please Print)
(Please Print) Steven M Johnson	(Please Print)
(Please Print) Kevin Smith	(Please Print)
(Please Print) Cap Wilson Lou	(Please Print)
(Please Print) DeDe McClain	(Please Print)