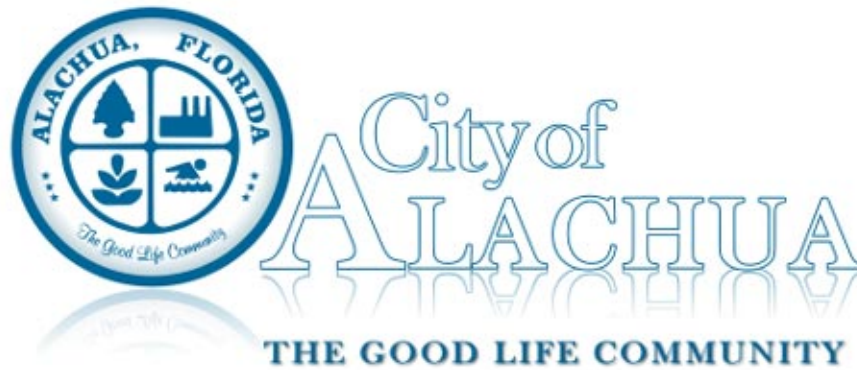




Planning and Zoning Board Agenda May 8, 2018

Chair Gary Thomas

City Manager Adam Boukari

Vice Chair Anthony Wright

Member Sandy Burgess

Member Fred Hilton

Member Virginia Johns

School Board Member Rob Hyatt

Planning and Zoning Board At 6:00 PM

Meeting Date: May 8, 2018

Meeting Location: James A. Lewis Commission Chambers, City Hall

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

PLANNING AND ZONING BOARD MEETING AGENDA
--

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

I. OLD BUSINESS

II. NEW BUSINESS

A. Approval of the Minutes of the April 17, 2018 PZB Meeting

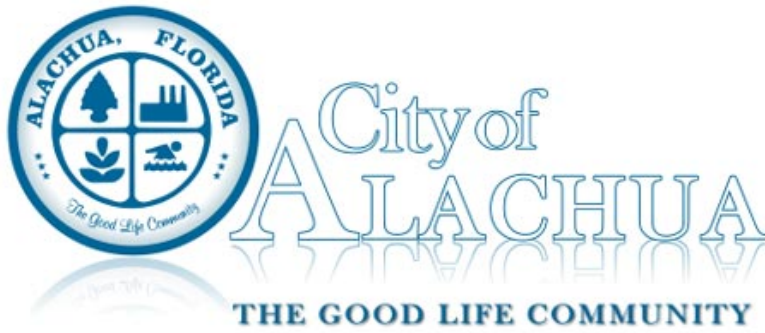
B. Minor Subdivision / Final Plat: Replat of Lot 2 of Quail Roost Estates, an unrecorded subdivision

- A request by Clay Sweger, AICP, LEED AP, of EDA Engineers - Surveyors - Planners, Inc., applicant and agent for Heather and Brian Russell, property owners, to subdivide the subject property into a total of 4 lots. Tax Parcel No. 03986-002-002 (Quasi-Judicial Hearing).

III. BOARD COMMENTS/DISCUSSION

IV. CITIZENS COMMENTS

ADJOURN



Board/Committee Agenda Item

MEETING DATE: 5/8/2018

SUBJECT: Approval of the Minutes of the April 17, 2018 PZB Meeting

PREPARED BY: Kenyata Curtis, Planning Assistant

RECOMMENDED ACTION:

Approve the minutes from the April 17, 2018 PZB Meeting.

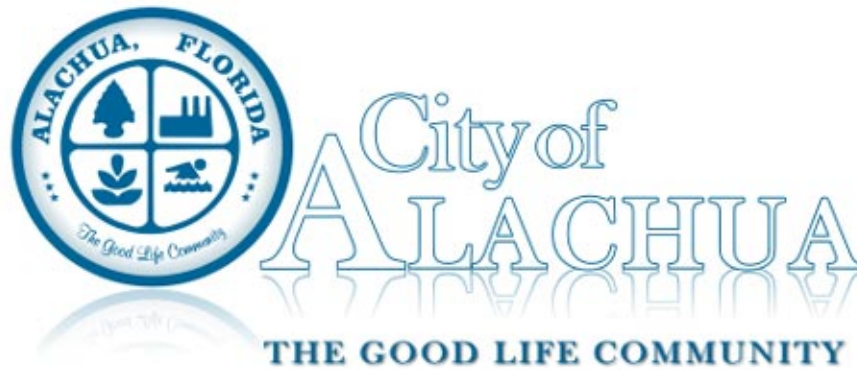
Summary

Approve the minutes from the April 17, 2018 PZB Meeting.

ATTACHMENTS:

Description

- ☐ Minutes of the April 17, 2018 PZB Meeting



Planning and Zoning Board Minutes April 17, 2018

Chair Gary Thomas

City Manager Traci L. Gresham

Vice Chair Anthony Wright

Member Sandy Burgess

Member Fred Hilton

Member Virginia Johns

School Board Member Rob Hyatt

**Planning and Zoning Board
At 6:00 PM**
to address the item(s) below.

Meeting Date: April 17, 2018

Meeting Location: James A. Lewis Commission Chambers, City Hall

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

PLANNING AND ZONING BOARD MEETING MINUTES

CALL TO ORDER

Chair Gary Thomas called the meeting to order. School Board Member Rob Hyatt was absent.

INVOCATION

Vice Chair Anthony Wright led the invocation.

PLEDGE TO THE FLAG

Led by the Board.

APPROVAL OF THE AGENDA

Member Fred Hilton moved to approve the agenda; seconded by Vice Chair Wright.

Pass by unanimous consent.

I. OLD BUSINESS

None.

II. NEW BUSINESS

- A. Approval of the Minutes of the March 13, 2018 PZB Meeting

Member Hilton moved to accept the minutes; seconded by Vice Chair Wright.

Passed by unanimous consent.

- B. Certificate of Appropriateness: A request by Nancy and Nathan Coupal, applicants and property owners, for the following alterations to a property located within the Historic Overlay District: (1) replacement of 14 windows; (2) replacement of one door; (3) replacement of existing metal roof; and (4) addition of an external tankless water heater to the east façade, located at 14508 NW 146th Ave Tax Parcel No. 03802-000-000 (Quasi-Judicial Hearing)

Department Director Kathy Winburn introduced the item.

Planning Assistant, Kenyata Curtis, swore in all parties entering testimony in the hearing.

Planner Adam Hall, AICP, presented the Staff Report and availed himself for questions.

Chair Thomas opened the floor for questions from the Board.

Nancy Coupal, applicant, requested that the City help home buyers identify if a home is in a historic district.

City Attorney Marian Rush responded.

Member Hilton moved that based upon the competent substantial evidence presented at this hearing, the presentation before the 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 approves the application for a Certificate of Appropriateness; seconded by Member Virginia Johns.

Chair Thomas opened the floor for public comments.

Passed 5-0 in a roll call vote.

III. BOARD COMMENTS/DISCUSSION

Department Director Winburn stated the next meeting will be May 8, 2018.

IV. CITIZENS COMMENTS

None.

ADJOURN

Vice Chair Wright moved to adjourn; seconded by Member Hilton.

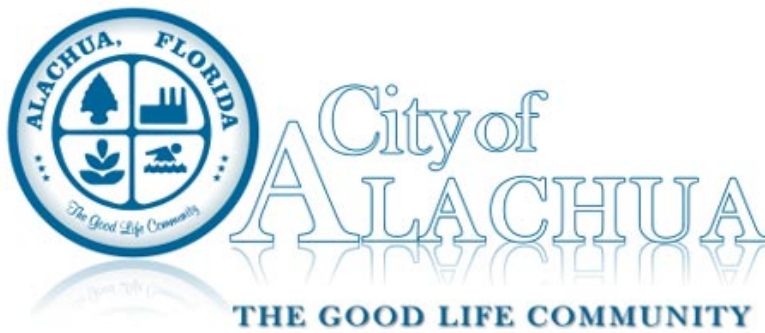
Passed by unanimous consent.

ATTEST:

PLANNING AND ZONING BOARD OF THE
CITY OF ALACHUA, FLORIDA

Presiding Officer

Staff Liaison



Board/Committee Agenda Item

MEETING DATE: 5/8/2018

SUBJECT: Minor Subdivision / Final Plat: Replat of Lot 2 of Quail Roost Estates, an unrecorded subdivision - A request by Clay Sweger, AICP, LEED AP, of EDA Engineers - Surveyors - Planners, Inc., applicant and agent for Heather and Brian Russell, property owners, to subdivide the subject property into a total of 4 lots. Tax Parcel No. 03986-002-002 (Quasi-Judicial Hearing).

PREPARED BY: Adam Hall, AICP

RECOMMENDED ACTION:

Staff recommends that the Planning & Zoning Board transmit the final plat to the City Commission with a recommendation to approve, subject to the three (3) conditions provided in Exhibit "A" and located on Page 16 of the May 8, 2018 Staff Report to the Planning & Zoning Board, upon making the following motion:

Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and transmits the application to the City Commission, with a recommendation to approve, subject to the three (3) condition provided in Exhibit "A" and located on Page 16 of the May 8, 2018 Staff Report to the Planning & Zoning Board.

Summary

This application is a request by Clay Sweger, AICP, LEED AP, of EDA Engineers – Surveyors – Planners, Inc., applicant and agent for Heather and Brian Russell, property owners, for a request to replat Lot 2 of Quail Roost Estates Unrecorded Survey, into a total of four (4) lots.

The subject property is comprised of ±5.21 acres, and is located on the east side of NW 197th Terrace and approximately 220 feet south of Peggy Road. Quail Roost Unit 2 is located to the north of the subject property and Alexander Court to the east. The application materials include a survey of the property, depicting the location of an existing structure (pole barn) on the property. The applicant has indicated that this pole barn has been removed since submittal of this application.

The proposed subdivision is not currently within the City's potable water and sanitary sewer service areas, and therefore, any future residential development on the proposed lots will be served by well and septic unless the lots come within the City's potable water and sanitary service areas in the future. The applicant has submitted a copy of an Environmental Resource Permit issued by the Suwannee River Water Management District for this project. The applicant has also submitted proof that the lots meet the minimum Department of Health requirements for lots to be served by well and septic. An analysis of the development's impact on other public facilities is provided within this report.

The project meets the criteria established within Section 2.4.10(F)(1) of the City's Land Development Regulations (LDRs) for review as a Minor Subdivision. In accordance with Section 2.4.10(F)(2), Minor Subdivisions are exempt from preliminary plat and construction plan review, but are required to obtain final plat approval. This application represents the final plat for the project.

Section 2.4.10(F)(5) establishes the standards for the approval of a minor subdivision. An analysis of the application's compliance with the applicable standards of this section is provided within this report.

ATTACHMENTS:

Description

- ▢ Final Plat: Erickson's Way Minor Subdivision
- ▢ Staff Report
- ▢ Exhibit "B" to Staff Report: Staff Supporting Application Materials
- ▢ Application and Supporting Materials
- ▢ Public Notice for 05//08/2018 PZB Hearing
- ▢ Title Opinion Letter



City of Alachua

Planning & Community Development Department Staff Report

Planning & Zoning Board Hearing Date:

May 8, 2018

Quasi-Judicial Hearing

SUBJECT:	A request for consideration to replat Lot 2 of Quail Roost Estates Unrecorded Survey into a total of four (4) lots
APPLICANT/AGENT:	Clay Sweger, AICP, LEED AP, EDA Engineers – Surveyors – Planners, Inc.
PROPERTY OWNER(S):	Heather and Brian Russell
PARCEL ID NUMBER(S):	03986-002-002
FLUM DESIGNATION:	Moderate Density Residential
ZONING:	Residential Single Family – 1 (RSF-1)
OVERLAY:	N/A
ACREAGE:	± 5.21
PROJECT PLANNER:	Adam Hall, AICP
RECOMMENDATION:	Staff recommends that the Planning & Zoning Board transmit the final plat to the City Commission with a recommendation to approve, subject to the three (3) conditions provided in Exhibit “A” and located on Page 16 of the May 8, 2018 Staff Report to the Planning & Zoning Board.
RECOMMENDED MOTION:	<i>Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and transmits the application to the City Commission, with a recommendation to approve, subject to the three (3) conditions provided in Exhibit “A” and located on Page 16 of the May 8, 2018 Staff Report to the Planning & Zoning Board.</i>

SUMMARY & BACKGROUND

This application is a request by Clay Sweger, AICP, LEED AP, of EDA Engineers – Surveyors – Planners, Inc., applicant and agent for Heather and Brian Russell, property owners, for a request to replat Lot 2 of Quail Roost Estates Unrecorded Survey, into a total of four (4) lots.

The subject property is comprised of ±5.21 acres, and is located on the east side of NW 197th Terrace and approximately 220 feet south of Peggy Road. Quail Roost Unit 2 is located to the north of the subject property and Alexander Court to the east. The application materials include a survey of the property, depicting the location of an existing structure (pole barn) on the property. The applicant has indicated that this pole barn has been removed since submittal of this application.

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The project meets the criteria established within Section 2.4.10(F)(1) of the City's Land Development Regulations (LDRs) for review as a Minor Subdivision. In accordance with Section 2.4.10(F)(2), Minor Subdivisions are exempt from preliminary plat and construction plan review, but are required to obtain final plat approval. This application represents the final plat for the project.

Section 2.4.10(F)(3) establishes the standards for the approval of a minor subdivision. An analysis of the application's compliance with the applicable standards of this section is provided within this report.

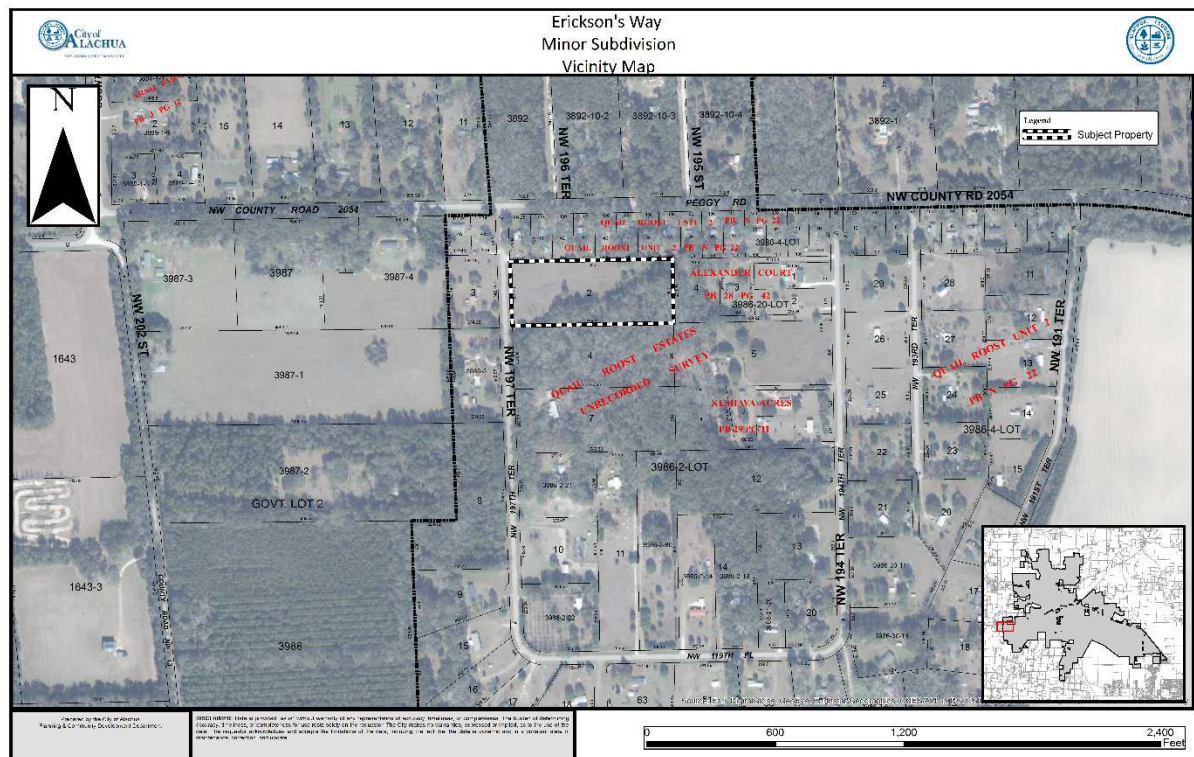
SURROUNDING USES

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

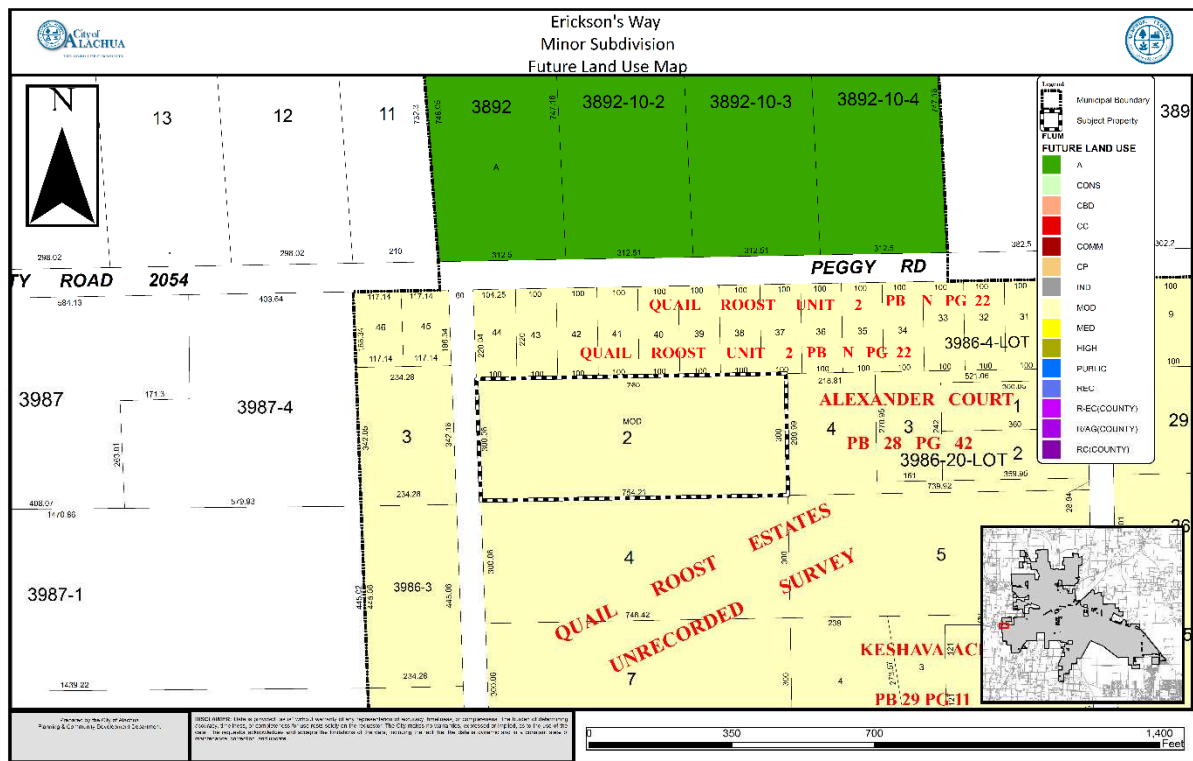
Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Single Family Residential (Quail Roost Unit 2 Subdivision)	Moderate Density Residential	Residential Single Family – 1 (RSF-1)
South	Vacant Residential	Moderate Density Residential	Residential Single Family – 1 (RSF-1)
East	Vacant Residential/ Single Family Residential (Alexander Court Subdivision)	Moderate Density Residential	Residential Single Family – 1 (RSF-1)
West	Single Family Residential	Moderate Density Residential	Residential Single Family – 1 (RSF-1)

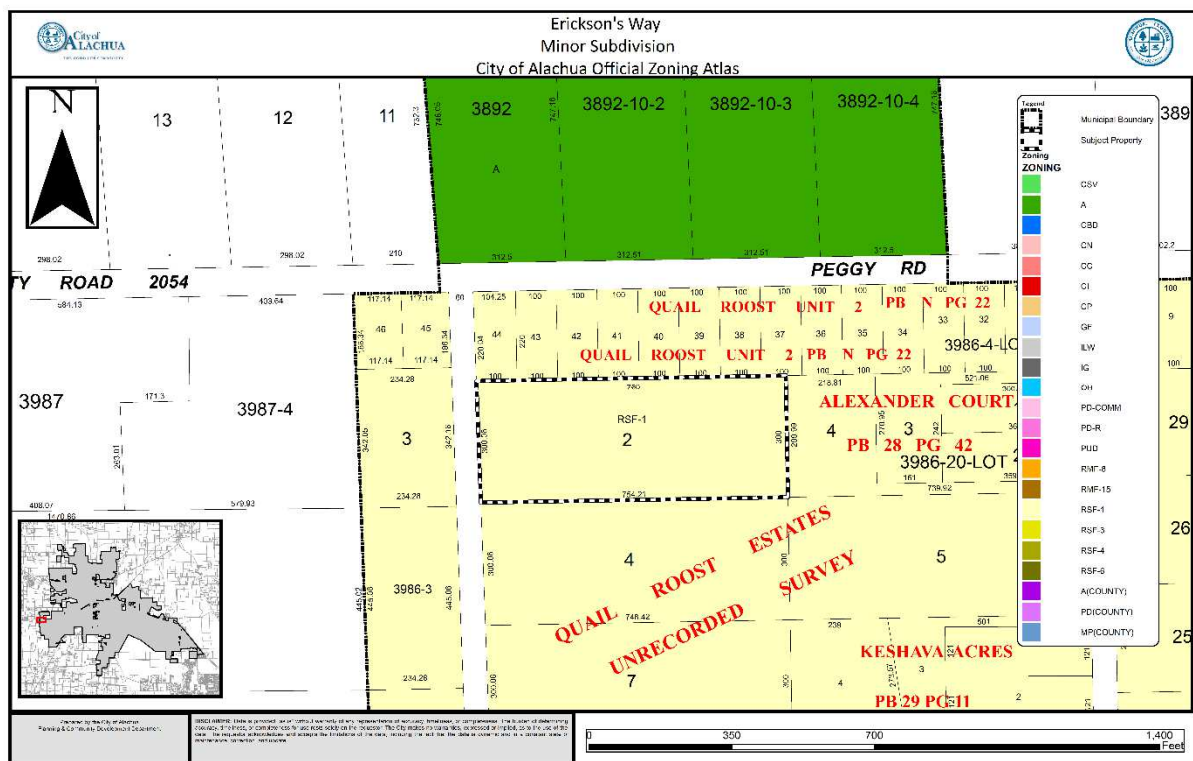
Map 1. Vicinity Map



Staff Report: Final Plat: Erickson's Way Minor Subdivision (2018)



Map 3. Zoning Map



NEIGHBORHOOD MEETING

According to Section 2.2.4(C) of the City's LDRs, a neighborhood meeting is optional for a minor subdivision final plat. As such, a neighborhood meeting was held note held for 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 2025:

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

Objective 1.2: Residential

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

Policy 1.2.a: Moderate density residential (0 to 4 dwelling units per acre)

The moderate density residential land use category allows residential development at a maximum density of 4 dwelling units per acre. The following uses are allowed in the moderate density residential land use category:

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

Analysis of Consistency with Goal 1, Objective 1.2, and Policy 1.2.a: The maximum density permitted by the Moderate Density Residential is four (4) units per acre. The proposed development is consistent with the density limitations established within Policy 1.2.a.

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

Analysis of Consistency with Objective 5.1: An environmental conditions and site suitability analysis are provided separately in this report. Best available data indicates that the development will provide adequate protection of environmental features and the requirements of the City of Alachua Comprehensive Plan and LDRs.

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

Analysis of Consistency with Objective 5.2: The proposed subdivision is not currently within the City's potable water and sanitary sewer service areas, and therefore, any future residential development on the proposed lots will be served by well and septic unless the lots come within the City's potable water and sanitary service areas in the future.

Transportation Element

Objective 1.1: Level of Service

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

Analysis of Consistency with Objective 1.1: An analysis of new transportation impacts has been provided within this report, and indicates that, based upon current demand, the proposed subdivision would not adversely affect the Level of Service (LOS) standards for transportation facilities.

Housing Element

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

Analysis of Consistency with Policy 1.1.a: This project would provide additional housing opportunities within the City, supporting Policy 1.1.a.

Recreation Element

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

Analysis of Consistency with Policy 1.2.b: An analysis of the impacts to recreation facilities has been provided within this report, and indicates that, based upon current demand, the proposed subdivision would not adversely affect the Level of Service (LOS) standards for recreational facilities.

Community Facilities & Natural Groundwater Aquifer Recharge Element

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

2. A gravity wastewater system exists with 500 ft of the property line of any residential subdivision consisting of 5 units or less and the gravity wastewater system can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Analysis of Consistency with Policy 1.2.a: The proposed subdivision is not currently within the City's potable water and sanitary sewer service areas, and therefore, any future residential development on the proposed lots will be served by well and septic unless the lots come within the City's potable water and sanitary service areas in the future.

Policy 2.1.a:

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

<u>FACILITY TYPE</u>	<u>LEVEL OF SERVICE STANDARD</u>
Solid Waste Landfill	.73 tons per capita per year

Analysis of Consistency with Objective 2.1.a: An analysis of the impacts to solid waste facilities is provided within this report and indicates that, based upon current demand, the proposed subdivision would not adversely affect the Level of Service (LOS) standard for solid waste 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:

2. A water main exists within 500 ft of any residential subdivision consisting of 5 units or less and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Analysis of Consistency with Policy 4.1.b: The proposed subdivision is not currently within the City's potable water and sanitary sewer service areas, and therefore, any future residential development on the proposed lots will be served by well and septic unless the lots come within the City's potable water and sanitary service areas in the future.

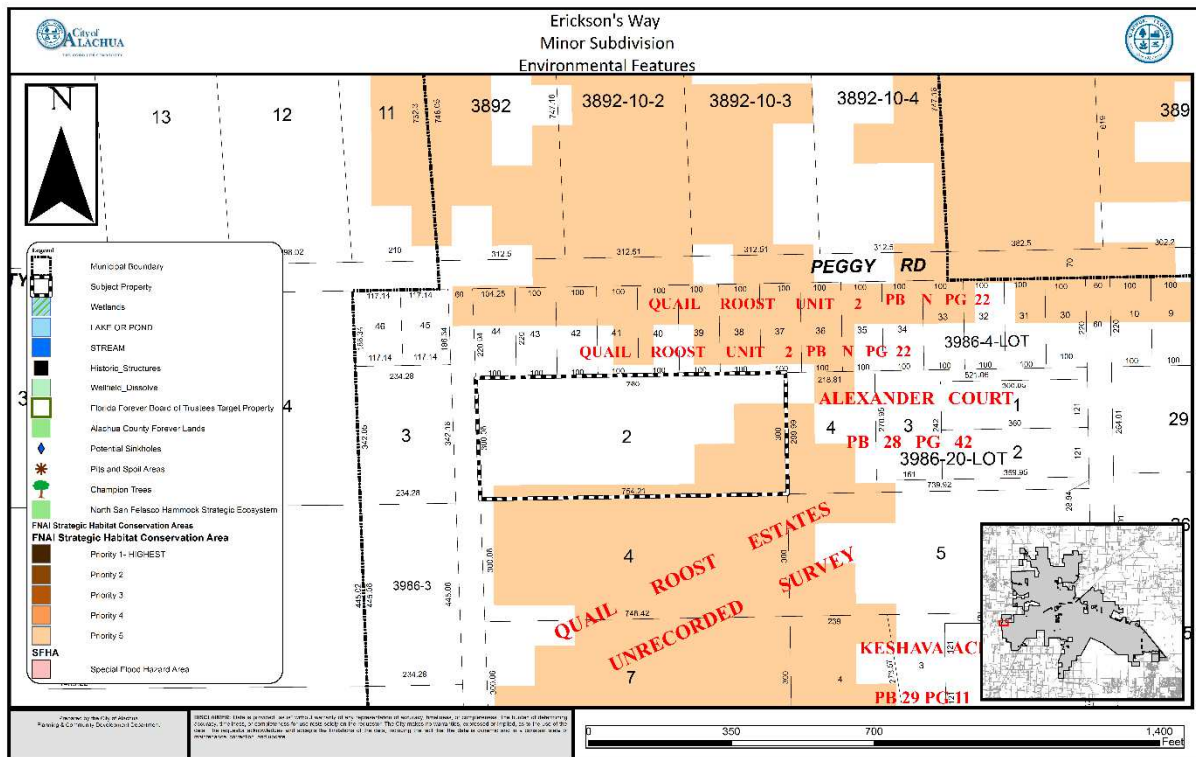
ENVIRONMENTAL CONDITIONS & SITE SUITABILITY ANALYSIS

Wetlands

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

Evaluation: No wetlands have been identified on subject property therefore, there are no issues related to wetland protection.

Map 4. Environmental Features



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.

Regulated Plant & Animal Species

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

Evaluation: No species identified as endangered, threatened, or of special concern are known to exist on the subject property. The property contains lands identified as "Priority 5" in the PNA data layer. The subject property is located proximate to predominately single family residential development on large lots and low intensity agricultural production (grazing lands and silviculture operations). While Priority 5 of the FNAI PNA data layer indicates that the property may feature habitat which could support species identified as endangered, threatened, or of special concern, this data is not intended for use in a regulatory decision making process. The data must be referenced only as a resource to indicate the potential of land to support wildlife. If a regulated plant or animal species is identified during development, the applicant must adhere to the applicable standards in the City of Alachua Comprehensive Plan and the Land Development Regulations.

Soil Survey

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

thoroughly wet and therefore have a lower runoff potential. “Group D” soils have very lower infiltration rates and therefore a higher runoff potential.

There is one (1) soil type found on the subject property:

Millhopper 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.

Evaluation: The soils present on the subject property only pose slight limitations for dwellings. New homes constructed on the subject property will be subject to the Florida Building Code, including those portions pertaining to soil testing (R401.4).

Flood Potential

Panel 0120D of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated June 16, 2006, indicates that the subject property is in Flood Zone X (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: Best available data indicates that there are no features located on the subject property which indicate an increased potential for karst sensitivity.

Wellfield Protection Zones

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

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

Historic Structures/Markers and Historic Features

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

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

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

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

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

Evaluation & Findings: The application has been reviewed for and is found to be in compliance with the applicable standards of Article 7, Subdivision Standards. In addition, the application has been reviewed for compliance with other applicable sections on the City’s LDRs, including but not limited to Article 3, Zone Districts, and Article 5, Density, Intensity, and Dimensional Standards, and is found to be in compliance with the applicable provisions contained therein.

PUBLIC FACILITIES IMPACT

The analysis of each public facility provided below represents an analysis of the new impacts generated by the development. Proposed impacts are based upon the proposed net increase in development potential, consisting of 3 additional 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.

Transportation Impact

Table 2. Affected Comprehensive Plan Roadway Segments¹

Segment Number ^{2, 3}	Segment Description	Lanes	Functional Classification	Area Type	Level of Service (LOS)
--------------------------------	---------------------	-------	---------------------------	-----------	------------------------

NA	CR 2054 West	2/U	County Maintained Arterial	Rural	LOS D
1 Source: City of Alachua Comprehensive Plan, Traffic Circulation Element. 2 For developments generating less than 1,000 trips, affected roadway segments are identified as all those wholly or partially located within ½ mile of the development's ingress/egress, or to the nearest intersecting major street, whichever is greater [Section 2.4.14(H)(2)(a) of the LDRs]. 3 FDOT roadway segment number shown in parenthesis. For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.					

Table 3. Potential Trip Generation

Land Use ¹	AADT (Enter/Exit) ²	AM Peak Hour (Enter/Exit) ²	PM Peak Hour (Enter/Exit) ²
Single-Family Detached Housing (ITE Code 210)	29 (14/15)	2 (1/1)	3 (1/2)
1 Source: ITE Trip Generation, 9th Edition. 2 Formulas: AADT – 9.52 trips per dwelling x 3 dwellings (50% entering/50% exiting); AM Peak Hour – 0.77 trips per dwelling x 3 dwellings (26% entering/74% exiting); PM Peak Hour – 1.02 trips per dwelling x 3 dwellings (64% entering/36% exiting.)			

Table 4. Projected Impact on Affected Comprehensive Plan Roadway Segments

Traffic System Category	CR 2054 West (West of SR 235) ¹
Average Annual Daily Trips	
Maximum Service Volume ²	14,580
Existing Traffic ³	1,686
Reserved Trips ⁴	1,338
Available Capacity ⁴	11,556
Increase in Daily Trips Generated by Development ⁵	29
Residual Capacity Post-Approval⁶	11,527
Traffic System Category	CR 2054 West (West of SR 235) ¹
PM Peak Trips	
Maximum Service Volume ²	1,314
Existing Traffic ³	160
Reserved Trips ⁴	133
Available Capacity ⁴	1,021
Increase in PM Peak Hour Trips Generated by Development ⁵	2
Residual Capacity Post-Approval⁶	1,019
1. Roadway segments number showing parenthesis. For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity. 2. Source: FDOT 2013 Quality/Level of Service Handbook, Generalized Annual Average Daily Volumes and Generalized Peak Hour Two-Way Volumes for Areas Transitioning to Urbanized Areas or Areas of 5,000 Not in Urbanized Areas. 3. Florida State Highway System Level of Service Report 2015, Florida Department of Transportation, District II. August 2016. 4. Source: City of Alachua March 2018 Development Monitoring Report 5. The application is for a Final Development Order. Facility capacity and concurrency will be reserved if the Final Plat is approved by the City Commission.	

Evaluation: The impacts generated by the proposed subdivision would not adversely affect the Level of Service (LOS) of the roadway segments identified above; therefore, the increase in potential trip generation is 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	1,301,000
Reserved Capacity ²	61,382
Available Capacity	937,618
Potential Demand Generated by Development ³	0
Residual Capacity	937,618
Percentage of Permitted Design Capacity Utilized	59.23%
<i>Sources:</i> ¹ City of Alachua Public Services Department, May 2017 ² City of Alachua March 2018 Development Monitoring Report ³ City of Alachua Comprehensive Plan Potable Water Level of Service of 275 gallons/du/ day (Project will not connect to potable water system, therefore no impact)	

Evaluation: The impacts generated by the proposed subdivision would not adversely affect the Level of Service (LOS) of potable water facilities; therefore, the increase in potential demand is 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	654,000
Reserved Capacity ²	57,094
Available Capacity	788,606
Potential Demand Generated by Development ³	0
Residual Capacity	788,906
Percentage of Permitted Design Capacity Utilized	47.41%
<i>Sources:</i> ¹ City of Alachua Public Services Department, April 2017 ² City of Alachua March 2018 Development Monitoring Report ³ City of Alachua Comprehensive Plan Wastewater Level of Service of 250 gallons/du/ day (Project will not connect to sanitary sewer system, therefore, no impact)	

Evaluation: The impacts generated by the proposed subdivision would not adversely affect the Level of Service (LOS) of sanitary sewer facilities; therefore, the increase in potential demand is acceptable.

Solid Waste Impacts

Table 7. Solid Waste Impacts

System Category	Pounds Per Day	Tons Per Year
Existing Demand ¹	39,744.00	7,253.28
Reserved Capacity ²	5,287.39	964.95
Potential Demand Generated by Development ³	30.02	5.48
New River Solid Waste Facility Capacity ⁴	50 years	
Sources: 1 University of Florida, Bureau of Economic & Business Research, Estimates of Population by County and City in Florida, April 1, 2016; Policy 2.1.a, CFNGAR Element (Formula: 9,892 persons x 0.73 tons per person per year.) 2 City of Alachua March 2018 Development Monitoring Report. 3 Policy 2.1.a, CFNGAR Element; US Census Bureau (Formula: 3 dwellings x 2.5 persons per dwelling x 0.73 tons per person per year. 4 New River Solid Waste Facility, May 2017.		

Evaluation: The impacts generated by the proposed subdivision would not adversely affect the Level of Service (LOS) of solid waste facilities; therefore, the increase in potential demand is acceptable.

Recreation Impacts

Table 8a. Recreational Impacts

System Category	Acreage
Existing City of Alachua Recreation Acreage ¹	117.65
Acreage Required to Serve Existing Population ²	49.68
Reserved Capacity ¹	0.60
Potential Demand Generated by Development ³	0.02
Residual Recreational Capacity After Impacts	67.35
Sources: ¹ City of Alachua March 2018 Development Monitoring Report ² Bureau of Economic & Business Research, University of Florida, <i>Estimates of Population by County and City in Florida (2017)</i> ; Policy 1.2.b, Recreation Element Formula: 9,936 persons / (5 acres / 1,000 persons) US Census Bureau; Policy 1.2.b, Recreation Element ³ (Formula: 2.6 persons per dwelling x 3 dwellings / [5 acres/1,000 persons])	

Table 8b. Improved Passive Park Space Analysis

Minimum Improved Passive Park Space Required to Serve Existing Population & Reserved Capacity ¹	10.06 acres
Acreage Required to Serve Demand Generated by Development ²	0.00 acres

Total Area Required to Serve Existing Population, Reserved Capacity, & Demand Generated by Development	10.06 acres
Existing Improved Passive Park Space ¹	34.82 acres
Improved, Passive Park Space Utilized by Existing Population, Reserved Capacity, & Demand Generated by Development³	28.88%
¹ Source: City of Alachua March 2018 Development Monitoring Report. ² Formula: Recreation Demand Generated by Development (0.02 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 impacts generated by the proposed subdivision would not adversely affect the Level of Service (LOS) of recreational facilities; therefore, the increase in potential demand is acceptable.

Public School Facilities Impacts

An analysis of the impacts to public schools facilities resulting from the proposed development has been provided by the applicant. The analysis provided is based upon the adopted Interlocal Agreement between the City of Alachua and the School Board of Alachua County (SBAC) and the Public School Facilities Element (PSFE). The analysis is based upon the anticipated density and type of development. The City has requested written documentation from SBAC indicating whether or not adequate school capacity exists for each level of school, based upon the standards established within the Interlocal Agreement. Should SBAC indicate that the proposed development would adversely impact public school facilities, the Interlocal Agreement requires SBAC to identify methods by which such deficiencies may be remedied.

EXHIBIT “A”
TO
EDA ENGINEERS – SURVEYORS – PLANNERS, INC.’S APPLICATION
ON BEHALF OF BRIAN AND HEATHER RUSSELL
FOR A
MINOR SUBDIVISION FINAL PLAT APPLICATION
ERICKSON’S WAY MINOR SUBDIVISION
STAFF REPORT

CONDITIONS:

1. The applicant agrees it shall obtain all other applicable local, state, and federal permits before the commencement of any development.
2. The subdivider shall file an approved plat with the Alachua County Clerk of Court for recording within 30 (thirty) days after the date of approval by the City Commission and prior to the recording of any individual deeds for any subdivided lots, or this minor subdivision approval shall be null and void. The subdivider is responsible for all costs associated with recording this subdivision.
3. The applicant agrees that Conditions 1 and 2 as stated above do not inordinately burden the land and shall be binding upon the property owner, including any subsequent property owners, successors, or assigns, and that the development shall comply with Conditions 1 and 2 as stated herein.

**EXHIBIT “B”
TO
EDA ENGINEERS – SURVEYORS – PLANNERS, INC.’S APPLICATION
ON BEHALF OF BRIAN AND HEATHER RUSSELL
FOR A
MINOR SUBDIVISION FINAL PLAT APPLICATION
ERICKSON’S WAY MINOR SUBDIVISION
STAFF REPORT

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



JBrown Professional Group

CIVIL ENGINEERING • LAND SURVEYING • PLANNING

3530 NW 43rd Street • Gainesville, FL 32606 • 352.375.8999 • JBProGroup.com

April 9, 2018

Mr. Adam Hall, AICP
Planner
City of Alachua
Planning & Community Development
15100 NW 142nd Terrace
Alachua, FL 32615

Re: Erickson's Way - Final Plat Review

Dear Mr. Hall:

As you requested, our surveying staff has reviewed the Final Plat drawing and accompanied Boundary Survey for the above referenced project. The Plat was dated 4-3-18. We have reviewed the revised drawings to determine if the revisions have satisfactorily addressed the previous comments we provided via our 3-15-18 comment letter. Based on our review the comments have all been addressed and we have no further comments related to the Plat or Boundary Survey.

If we can provide any other services related to this project please let me know.

Sincerely,

A. J. "Jay" Brown, Jr., PE
President, JBrown Professional Group Inc.



City of Alachua

TRACI L. GRESHAM
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

March 19, 2018

Also sent by electronic mail to csweger@edafl.com

Mr. Clay Sweger, AICP, LEED AP
EDA Engineers – Surveyors – Planners, Inc.
2404 NW 43rd Street
Gainesville, FL 32606

RE: Review by Development Review Team (DRT) of:
Erickson's Way Minor Subdivision – Final Plat Application

Dear Mr. Sweger:

The application referenced above has been reviewed by the City's Development Review Team (DRT). Upon review of the application and materials, the following insufficiencies must be addressed. Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **5:00 PM on Thursday, April 4, 2018**. A total of four (4) copies of the application package, plans, and a CD containing a PDF of all application materials and plans must be provided by this date.

Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved before the item may be scheduled for a public hearing before the City Commission. Please note that if Staff determines that the revised submission requires outside technical review by the City, your application may be delayed in order to allow for adequate review time. If your revised application is received by the date specified above, and if your response adequately addresses the following comments, a hearing before the Planning & Zoning Board (PZB) may be scheduled for May 8, 2018.

Please address the following:

1. Concurrency Impact Analysis Report

- a. Table 2 (page 2) of Public Facilities Impact Analysis must include an analysis showing available PM peak trips.

2. Land Rights

- a. Deed references easement for utilities. Please confirm that this easement has been addressed in proposed plat.

3. LDR Compliance

- a. Per Section 7.3.7 (C) and Section 7.3.8 (C), of the City of Alachua Land Development Regulations, please provide written acknowledgment from Alachua County Health Department that all applicable regulations have been met.



JBrown Professional Group

CIVIL ENGINEERING • LAND SURVEYING • PLANNING

3530 NW 43rd Street • Gainesville, FL 32606 • 352.375.8999 • JBProGroup.com

March 15, 2018

Mr. Adam Hall, AICP
Planner
City of Alachua
Planning & Community Development
15100 NW 142nd Terrace
Alachua, FL 32615

Re: Erickson's Way - Final Plat Review

Dear Mr. Hall:

As you requested, our surveying staff has reviewed the Final Plat drawing an accompanied Boundary Survey for the above referenced project, prepared by EDA and dated 2-26-18. We have several comments, all minor in nature. The comments are provided below.

Boundary Survey

1. No Comment.

Record Plat

1. Please provide a copy of the Title Opinion Letter for review.
2. Recommend the SW corner be reset as a concrete monument. That is generally the standard monumentation for PRM's.
3. Recommend labeling the individual lot corners with a symbol and including said symbol in legend.
4. Suggest adding PRM = Permanent Reference Monument to the legend.

If the City or the applicant has any questions related to our comments, please feel free to contact us directly to discuss. We are happy to review the revised plat drawings once the comments are addressed. If we can provide any other services related to this project please let me know.

Sincerely,

A. J. "Jay" Brown, Jr., PE
President, JBrown Professional Group Inc.



City of Alachua

TRACI L. GRESHAM
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

INTER-OFFICE COMMUNICATION

DATE: March 20, 2018

TO: Kathy Winburn, AICP
Planning & Community Development Director

FROM: Rodolfo Valladares, P.E.
Public Services Director

RJ

RE: Erickson's Way – Final Plat (Minor Subdivision)

Public Services have reviewed the Erickson's Way – Final Plat (Minor Subdivision) Plans and offer the following comments. Review was specific to the Public Services Utilities.

NO.	COMMENTS
1.	No Comments.
END OF COMMENTS	

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

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

cc: Adam Hall – AICP Planner
Harry Dillard – Lead Engineering Technician

Development Review Team (DRT) Meeting

Project Name: Erickson's Way Final Plat (Minor Subdivision)

Meeting Date: March 19, 2018 (Staff)

PLEASE PRINT CLEARLY

[illegible]

DEVELOPMENT REVIEW TEAM SUMMARY

PROJECT NAME: Erickson's Way

APPLICATION TYPE: Final Plat (Minor Subdivision)

APPLICANT/AGENT: Clay Sweger, AICP, eda, inc.

PROPERTY OWNER: Brian and Heather Russell

DRT MEETING DATE: March 19, 2018

DRT MEETING TYPE: Staff

CURRENT FLUM DESIGNATION: Moderate Density Residential (0 – 4 units/acre)

CURRENT ZONING: Residential Single- Family 1 (RSF-1)

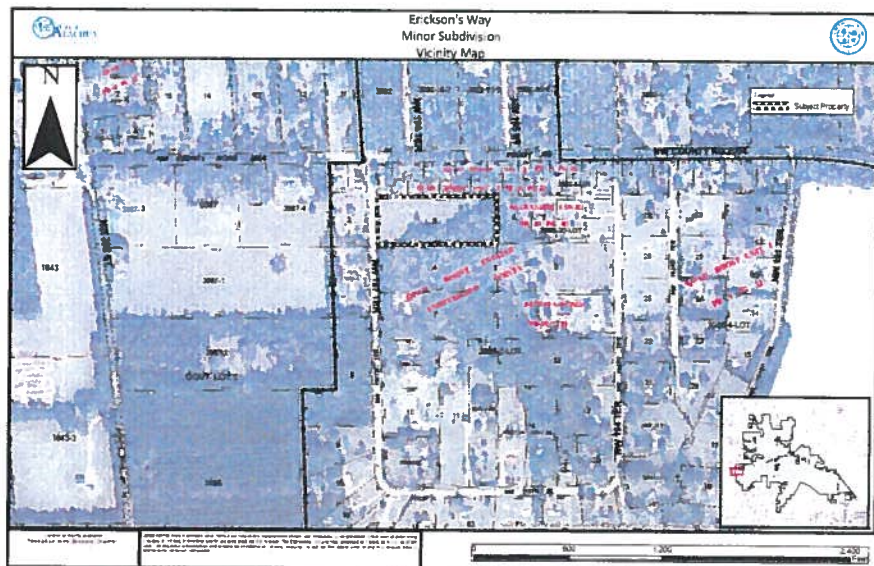
OVERLAY: N/A

ACREAGE: ±5.21 acres

PARCELS: 03986-002-002

PROJECT SUMMARY: Proposed final plat (Minor Subdivision) to replat a 5.21 acre subject property (Parcel No. 03986-002-002), being a portion of Lot 2 of Quail Roost Estates, an unrecorded subdivision, into a total of 4 lots.

RESUBMISSION DUE DATE: All data, plans, and documentation addressing the insufficiencies identified below must be received by the Planning Department on or before **4:00 PM on Wednesday, April 4, 2018.**





JBrown Professional Group

CIVIL ENGINEERING • LAND SURVEYING • PLANNING

3530 NW 43rd Street • Gainesville, FL 32606 • 352.375.8999 • JBProGroup.com

March 15, 2018

Mr. Adam Hall, AICP
Planner
City of Alachua
Planning & Community Development
15100 NW 142nd Terrace
Alachua, FL 32615

Re: Erickson's Way - Final Plat Review

Dear Mr. Hall:

As you requested, our surveying staff has reviewed the Final Plat drawing an accompanied Boundary Survey for the above referenced project, prepared by EDA and dated 2-26-18. We have several comments, all minor in nature. The comments are provided below.

Boundary Survey

1. No Comment.

Record Plat

1. Please provide a copy of the Title Opinion Letter for review.
2. Recommend the SW corner be reset as a concrete monument. That is generally the standard monumentation for PRM's.
3. Recommend labeling the individual lot corners with a symbol and including said symbol in legend.
4. Suggest adding PRM = Permanent Reference Monument to the legend.

If the City or the applicant has any questions related to our comments, please feel free to contact us directly to discuss. We are happy to review the revised plat drawings once the comments are addressed. If we can provide any other services related to this project please let me know.

Sincerely,

A. J. "Jay" Brown, Jr., PE
President, JBrown Professional Group Inc.



City of Alachua

TRACI L. GRESHAM
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

March 5, 2018

Also sent by electronic mail to csweger@edafl.com

Mr. Clay Sweger, AICP, LEED AP
EDA Engineers – Surveyors – Planners, Inc.
2404 NW 43rd Street
Gainesville, FL 32606

RE: Completeness Review of Erickson's Way Subdivision – Final Plat Application

Dear Mr. Sweger:

On February 28, 2018, the City of Alachua received your application for a Minor Subdivision, which proposes to replat a 5.21 acre subject property (Parcel No. 03986-002-002), being a portion of Lot 2 of Quail Roost Estates, an unrecorded subdivision, a 5.21 acre subject parcel into a total of 4 lots.

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**. Detailed comments will be provided at a later date by separate cover or at a DRT Meeting.

If you have any questions regarding the information above, please contact me at 386-418-6100 x 108 or via e-mail at ahall@cityofalachua.com.

Sincerely,

Adam Hall, AICP
Planner

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

February 28, 2018

Adam Hall, AICP
City of Alachua Planning & Community Development Department
15100 NW 142nd Terrace
Alachua, FL 32616

Re: 12413 NW 197th Terrace Minor Subdivision Application

Adam:

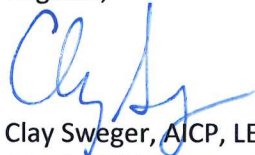
Attached is an application for a minor subdivision related to the proposed creation of 4 platted lots that is part of Quail Roost Estates, Unrecorded Survey, Lot 2. The proposed subdivision is approximately 5.21 acres in size with lots each exceeding 1 acre in size. In addition, each of the four lots has direct access to an existing roadway (NW 197th Terrace). Therefore, no access management permits are required for this project.

The application includes the required technical checklist, mailing labels, ownership and tax information, public facility impact analysis and a statement of consistency with the Comprehensive Plan.

It should also be noted that this Minor Subdivision in the same form was submitted and approved by the City of Alachua previously, but expired due to lack of recording in the prescribed timeframe in the City LDR.

If you have any questions regarding the project, please feel free to contact my office at 352-373-3541.

Regards,



Clay Sweger, AICP, LEED AP
Principal / Director of Planning

April 04, 2018

Justin Tabor, AICP, Principal Planner
City of Alachua Planning & Development
15100 NW 142nd Terrace
Alachua, Florida 32616

**Re: Erickson's Way Minor Subdivision – Final Plat Application
Response to DRT Comments Letter**

Dear Mr. Tabor:

The applicant's responses to the DRT review comments issued on March 19, 2018 are below. Included in this package are the following items:

- 4 Sets of Revised Plans, 24x36
- 4 Sets of Application Documents
- 1 CD of electronic files

DEFICIENCIES TO BE ADDRESSED:

1. Concurrency Impact Analysis Report

- a. Table 2 (page 2) of Public Facilities Impact Analysis must include an analysis showing available PM peak trips.

RESPONSE: See revised Public Facilities Impact Analysis for PM peak hour trip analysis.

2. Land Rights

- a. Deed references easement for utilities. Please confirm that this easement has been addressed in proposed plat.

RESPONSE: The easement in question is shown on the subdivision plat as NW 197th Terrace with the original recording information. The additional official records reference for an easement for utilities has been added to the plat.

3. LDR Compliance

- a. Per Section 7.3.7 (C) and Section 7.3.8 (C), of the City of Alachua Land Development Regulations, please provide written acknowledgment from Alachua County Health Department that all applicable regulations have been met.

RESPONSE: See attached letter from Alachua County Health Department

- b. The boundary survey indicates the presence of an existing pole barn on subject property. The applicant must provide documentation that pole barn will not be located within any required setback for any proposed lot.

RESPONSE: The pole barn has been removed from the property.

- c. In order to reduce the number of driveway connections to NW 197th Terrace, an ingress/egress easement must be provided on Lot 3 and Lot 4 from the east right of way line of NW 197th Terrace east 100 feet. Access to Lot 1 shall be by a connection shared with and located on Lot 3; access to Lot 2 shall be by a connection shared with and located on Lot 4. Provide a note on Lot 1 and Lot 2 indicating that access to NW 197th Terrace shall be provided by the ingress/egress easement located north/south of the lot.

RESPONSE: The requested ingress/egress easement along with the requested notes have been added to the subdivision plat.

4. Miscellaneous

- a. Page 1 of Public Facilities Impact Analysis states that an additional “two lots” will be created. Per proposed plat, an additional three lots are being created.

RESPONSE: Public Facilities Impact Analysis has been corrected.

5. Public Services/Fire Marshall/Building Official/Outside Review Comments

- a. Please address comments from JBrown Professional Group in the attached letter, dated March 15, 2018.

RESPONSE: We have reviewed the comments from JBrown Professional Group within the letter dated March 15, 2018. Please see the below responses to these comments.

JBROWN PROFESSIONAL GROUP REVIEW COMMENTS:

BOUNDARY SURVEY:

1. no comment

RECORD PLAT:

1. Please provide a copy of the Title Opinion Letter for review.

RESPONSE: The Title Opinion is included with the application materials.

2. Recommend the SW corner be reset as a concrete monument. That is generally the standard monumentation for PRM's.

RESPONSE: The SW Property Corner has been set as a 5/8" Rebar & Cap stamped "PRM LB 2389" which conforms to current & local requirements and local practices. Neither the City of Alachua Code of Ordinances nor Florida Statutes Chapter 177 require that a concrete monument be set.

3. Recommend labeling the individual lot corners with a symbol and including said symbol in legend.

RESPONSE: The individual lot corners will be set as required by Florida Statutes Chapter 177 which is referenced within the legend. We believe that adding a symbol to each lot corner would imply that the corner has already been set. Neither the City of Alachua Code of Ordinances nor Florida Statutes Chapter 177 require this symbol.

4. Suggest adding PRM = Permanent Reference Monument to the legend.

RESPONSE: The suggested abbreviation "PRM" has been added to the legend.



THE GOOD LIFE COMMUNITY

FOR PLANNING USE ONLY

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

Subdivision Application

Reference City of Alachua Land Development Regulations Article 2.4.10

- ☐ **Major Subdivision** – complete application and provide copy of original application with each type of submission.
☒ **Minor Subdivision** – refer only to Final Plat section of this application.

A. PROJECT

1. Project Name: Erickson's Way Minor Subdivision
2. Address of Subject Property: 12413 NW 197th Terrace, Alachua, FL 32615
3. Parcel ID Number(s): 03986-002-002
4. Existing Use of Property: Residential
5. Future Land Use Map Designation : Moderate Density Residential
6. Zoning Designation: RSF-1
7. Acreage: 5.21 +/-

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Clay Sweger, AICP, LEED AP Title: Director of Planning
Company (if applicable): eda engineers-surveyors-planners, inc.
Mailing address: 2404 NW 43rd Street
City: Gainesville State: Florida ZIP: 32606
Telephone: () 352-373-3541 FAX: () 352-373-7249 e-mail: csweger@edafl.com
3. If the applicant is agent for the property owner*:
Name of Owner (title holder): Brian & Heather Russell
Mailing Address: 15640 NW 180th Avenue
City: Alachua State: Florida ZIP: 32615

* Must provide executed Property Owner Affidavit authorizing 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: N/A
If yes, is the contract/option contingent or absolute? ☐ Contingent ☐ Absolute

D. ATTACHMENTS

Preliminary Plat Attachments:

1. Plans, to include but not limited to:
 - a. Scale: at least 1 inch = 200 ft;
 - b. Proposed name of subdivision.
 - c. Name, address, and telephone number of the subdivider and agent of subdivider.
 - d. Name, address, telephone number and registration number of surveyor or engineer.
 - e. Date of boundary survey, north arrow, graphic scale, date of plat drawing, and space for revision dates.
 - f. Vicinity map - indicating general location of the site and all abutting streets and properties, section lines and quarter section lines, etc., total acreage of the subdivision and total number of lots. The vicinity map shall be drawn to show clearly the information required, but not less than one (1) inch to 2,000 feet. USGS Maps may be used as a reference guide for the vicinity map.
 - g. Legal description of the property to be subdivided.

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

Revised 4/1/2012

- h. Names of owners of adjoining land with their approximate acreage or, if developed, names of abutting subdivisions.
- i. Preliminary layout including streets and easements with dimensions, lot lines with approximate dimensions, land to be reserved or dedicated for public or common uses, and any land to be used for purposes other than single-family dwellings.
- j. Block letters and lot numbers, lot lines, and scaled dimensions.
- k. Zoning district boundaries on abutting properties.
- l. Proposed method of water supply, sewage disposal, and drainage, and electric service.
- m. Minimum building setback lines as required by the Land Development Regulations.
- n. Natural features, including lakes, marshes or swamps, water courses, wooded areas, and land subject to the 100-year flood as defined by FEMA official flood maps.
- o. Surface drainage and direction of flow and method of disposition and retention indicated.
- p. Inscription stating "NOT FOR FINAL RECORDING".
- q. Tree location survey in conformance with LDR Article 6.2.1(G).
- r. Any other information that may be considered necessary by either the subdivider, the Planning and Zoning Board or the City Commission for full and proper consideration of the proposed subdivision.

Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins

- 2. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
- 3. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
- 4. Existing and/or proposed covenants and restrictions.
- 5. Two (2) sets of 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).
- 6. Neighborhood Meeting Materials, including:
 - i. Copy of the required published notice (advertisement) – must be published a newspaper of general circulation, as defined in Article 10 of the City's Land Development Regulations
 - ii. Copy of written notice (letter) sent to all property owners within 400 feet, and mailing labels or list of those who received written notice
 - iii. Written summary of meeting – must include (1) those in attendance; (2) a summary of the issues related to the development proposal discussed; (3) comments by those in attendance about the development proposal; and, (4) any other information deemed appropriate.
- 7. City of Alachua Public School Student Generation Form
- 8. Legal description with tax parcel number.
- 9. Proof of ownership.
- 10. Proof of payment of taxes.
- 11. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
- 12. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
- 13. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).
- 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 necessary technical review or additional reviews of the application beyond will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development 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.

Within twelve (12) months of the approval of the Subdivision Preliminary Plat, Construction Plans must be reviewed and approved in accordance with LDR Article 2.4.10(G)(3).

Construction Plans Attachments:

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
 - a. Scale: 1 inch=200 ft.
 - b. A topographic map of the subdivision with maximum contour intervals of one foot where overall slopes are zero percent to two percent, two feet where slopes are over two percent, based on U.S. Coastal and Geographic Datum. This topographic map must be prepared by a land surveyor.
 - c. A contour drainage map of the stormwater basins. The outlines and sizes, measured in acres, of all existing and proposed drainage areas shall be shown and related to corresponding points of flow concentration. Each drainage area shall be clearly delineated. Flow paths must be indicated throughout. Any existing and proposed structures affecting the drainage must be shown.
 - d. Plans showing proposed design features and typical sections of canals, swales and all other open channels, storm sewers, all drainage structures and other proposed subdivision improvements.
 - e. Plans and profiles for all proposed streets and curbs. Where proposed streets intersect existing streets, elevations and other pertinent details shall be shown for existing streets for a distance of 300 feet from point of intersection.
 - f. Plans of any proposed water distribution system and sanitary sewer collection system showing pipe sizes and location of valves, pumping stations and fire hydrants, where installation of such facilities are required by these LDRs.
 - g. Plans for all road and street signs and street names signs showing the location of such signage and any other traffic safety control devices that is required or proposed. In addition, the specifications for such signage shall be provided as part of this plan, which shall detail in diagram form as necessary the size, material, color, and specifications for installation of such signage.
 - h. Other information on the construction plans as may be required by the Land Development Regulations Administrator and Public Services Director.

Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins

3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
4. 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.)
5. Legal description with tax parcel number.
6. Proof of ownership.
7. Proof of payment of taxes.
8. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
9. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
10. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).

All 10 attachments are required for a complete application. 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.

Within six (6) months of the approval of Construction Plans, the applicant must submit an application for Final Plat for review. Concurrently with the review of the Final Plat, a Subdivider Agreement shall be prepared. The applicant must also provide a surety device for the public improvements in accordance with LDR Article 7.4, Improvement Guarantees for Public Improvements.

Final Plat Attachments:

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
 - a. Scale: at least 1 inch = 200 ft.
 - b. Name of subdivision shall be shown in bold legible letters, as stated in 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.
 - c. Name and address of subdivider.
 - d. North arrow, graphic scale, and date of plat drawing.
 - e. Vicinity map showing location with respect to existing streets, landmarks, etc., and total acreage of the subdivision and total number of lots. The vicinity map shall be drawn to show clearly the information required, but not less than one (1) inch to 2,000 feet. USGS Maps may be used as a reference guide for the vicinity map.
 - f. Exact boundary line of the tract, determined by a field 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.
 - g. Legal description of the property to be subdivided.
 - h. Names of owners of adjoining lands with their approximate acreage or, if developed, names of abutting subdivisions.
 - i. Location of streams, lakes and swamps, and land subject to the 100-year flood as defined by the Federal Emergency Management Agency, official flood maps.
 - j. Bearing and distance to permanent points on the nearest existing street lines of bench marks or other permanent monuments (not less than three (3)) shall be accurately described on the plat.
 - k. Municipal lines shall be accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
 - l. The closest land lot corner shall be accurately tied to the lines of the subdivision by distance and angles.
 - m. Location, dimensions, and purposes of any land reserved or dedicated for public use.
 - n. Exact locations, width, and names of all streets within and immediately adjoining the proposed subdivision.
 - o. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
 - p. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
 - q. Lots must be numbered in numerical order and blocks lettered alphabetically.
 - r. Accurate location and description of monuments and markers.
 - s. Minimum building front yard setback lines as required by the Land Development Regulations as determined by the property's zoning.
 - t. Reference to recorded subdivision plats of adjoining platted land shall be shown by recorded names, plat book, and page number.
 - 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. 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.
 - w. Certification that all payable taxes have been paid and all tax sales against the land redeemed.
 - x. Title certification as required by Chapter 177, Florida Statutes.

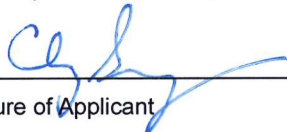
Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins

3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
4. 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.)
5. Legal description with tax parcel number.
6. City of Alachua Public School Student Generation Form.
7. One (1) set (two [2] sets for Minor Subdivisions) of 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).

8. Proof of ownership.
9. Proof of payment of taxes.
10. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
11. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
12. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).
13. **For Minor Subdivisions: 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 necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

All 12/13 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.

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



Signature of Applicant

Clay Sweger, AICP, LEED AP

Typed or printed name and title of applicant

Signature of Co-applicant

Typed or printed name of co-applicant

State of FLORIDA County of Alachua

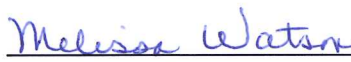
The foregoing application is acknowledged before me this 20 day of FEBRUARY, 2018, by CLAY SWEGER

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

NOTARY SEAL



Melissa Watson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG040316
Expires 10/19/2020



Signature of Notary Public, State of FLORIDA



City of
ALACHUA

THE GOOD LIFE COMMUNITY

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 12413 NW 197th Terrace

Parcel ID Number(s): 03986-002-002

Acreage: 5.21 +/-

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Brian & Heather Russell

Title: Owners

Company (if applicable): N/A

Mailing Address: 15640 NW 180th Avenue

City: Alachua

State: FL

ZIP: 32615

Telephone: 352-258-9415

FAX: _____

e-mail: douloshuos@gmail.com

C. AUTHORIZED AGENT

Name: Clay Sweger, AICP, LEED AP

Title: Director of Planning

Company (if applicable): eda engineers-surveyors-planners, inc.

Mailing address: 2404 NW 43rd Street

City: Gainesville

State: Florida

ZIP: 32606

Telephone: 352-373-3541

FAX: 352-373-7249

e-mail: csweger@edafi.com

D. REQUESTED ACTION:

Minor Subdivision

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.

Brian Russell
Signature of Applicant

Heather Russell
Signature of Co-applicant

Brian Russell

Typed or printed name and title of applicant

Heather Russell

Typed or printed name of co-applicant

State of FLORIDA

County of ALACHUA

The foregoing application is acknowledged before me this 20 day of February, 2018, by Brian & Heather

Russell, who is/are personally known to me, or who has/have produced FLORIDA DRIVERS license as identification.

NOTARY SEAL

Melissa Watson

NOTARY PUBLIC

STATE OF FLORIDA

Comm# GG040316

Expires 10/19/2020

Melissa Watson

Signature of Notary Public, State of FLORIDA



City of Alachua ♦ Planning and Community Development Department

PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121

Revised 9/30/2014

LEGAL DESCRIPTION

For: Erickson's Way Minor Subdivision
12413 NW 197th Terrace, Alachua
Tax Parcels 03986-002-002

LEGAL DESCRIPTION

A portion of Section 30, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida; being more particularly described as follows:

Begin at a 4"x4" concrete monument (PRM LB 2389) at the northwest corner of Lot 4 of "Alexander Court A Re-Plat of Parcel 1 of Quail Roost Estates, Unrecorded Subdivision", as per plat thereof, recorded in Plat Book 28, page 42 of the Public Records of Alachua County, Florida, and the northeast corner of that certain parcel of land as described in Official Records Book 3413, page 1206 of said Public Records, and run thence South 00°59'42" East, 299.99 feet to a 4"x4" concrete monument (PRM LB 2389) at the southwest corner of said Lot 4 and the southeast corner of said certain parcel of land; thence South 89°00'12" West, 754.35 feet to the southwest corner of said certain parcel of land and to a point of the east right-of-way line of N.W. 197th Terrace (60' Right-of-Way); thence North 02°06'06" West, along said east right-of-way line, 299.95 feet to the northwest corner of said certain parcel of land and to the southwest corner of Lot 44 of "Quail Roost Unit 2", a subdivision as per plat thereof, recorded in Plat Book "N", page 22 of said Public Records; thence North 88°59'46" East, along the southerly boundary of said "Quail Roost Unit 2", a distance of 760.14 feet to the Point of Beginning.

Containing 5.21 acres, more or less.



Property Search Results

The data displayed is the most current data available to the Property

Appraiser.

Search Date: 2/19/2018 at 11:44:47 AM

Printer Friendly Page

Parcel: 03986-002-002 [GIS Map](#)

Taxpayer:	RUSSELL, BRIAN & HEATHER	Legal:	QUAIL ROOST ESTATES UNRECORDED S/D LOT 2 OR 3413/1206
Mailing:	15640 NW 180TH AVE ALACHUA, FL 32615		
9-1-1 Address:	12413 NW 197TH TER ALACHUA		
Sec-Twn-Rng:	30-08-18		
Property Use:	00700 - Misc. Residence		
Tax Jurisdiction:	Alachua 1700		
Area:	Quail Roost		
Subdivision:	Quail Roost Estates Unrecorded		

	Property	Land	Land	Building	Misc	Total	Deferred	County	School	County	School	County	School
Year	Use	Value	Just Value	Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable
2017	Misc. Residence	41700	41700	0	1900	43600	0	43600	43600	0	0	43600	43600
2016	Misc. Residence	41700	41700	0	1900	43600	0	43600	43600	0	0	43600	43600
2015	Misc. Residence	41700	41700	0	1900	43600	0	43600	43600	0	0	43600	43600
2014	Misc. Residence	41700	41700	0	1900	43600	0	43600	43600	0	0	43600	43600
2013	Misc. Residence	41700	41700	0	1900	43600	0	43600	43600	0	0	43600	43600
2012	Misc. Residence	41700	41700	0	1900	43600	0	43600	43600	0	0	43600	43600
2011	Misc. Residence	41700	41700	0	1900	43600	0	43600	43600	0	0	43600	43600
2010	Misc. Residence	65100	65100	0	1900	67000	7600	59400	67000	0	0	59400	67000
2009	Misc. Residence	52100	52100	0	1900	54000	0	54000	54000	0	0	54000	54000
2008	Mobile Home	52100	52100	0	1900	54000	0	54000	0	0	0	54000	0

Land

Use	Zoning Type	Zoning Desc	Unit Type	Units
SFR Acreage	RSF-1		Acre	5.21

Miscellaneous

Description	Unit Type	Units
2420 - Well/Sept	UNITS	1

Sale

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.

Date	Price	Vac/Imp	Qualified	OR Book	OR Page	Instrument	OR Link (Clerk)
06/16/2006	150000	I	Q	3413	1206	WD	Official Public Record
05/31/2001	100	I	U	2429	2388	QD	Official Public Record
11/09/2000	10200	I	U	2323	1121	QD	Official Public Record
01/30/1999	100	I	U	2220	184	QD	Official Public Record
10/29/1997	31500	I	Q	2138	1773	WD	Official Public Record
11/30/1995	27000	I	U	2040	1357	WD	Official Public Record
05/19/1995	29500	I	Q	2012	2733	WD	Official Public Record

05/24/1990	22000	I	Q	1774	449	WD	Official Public Record
12/01/1985	100	I	U	1617	1028	QD	Official Public Record
10/01/1978	100	V	U	1169	695	WD	Official Public Record

[Link to TaxCollector Record](#)

The information that is supplied by the Alachua County Property Appraiser's office is public information data and must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Florida Statute. The Alachua County Property Appraiser's Office will not be held liable as to the validity, correctness, accuracy, completeness, and / or reliability of this data. The Alachua County Property Appraiser's Office furthermore assumes no liability whatsoever associated with the use or misuse of this public information data.

Alachua County Property Appraiser • 515 N Main Street Suite 200 • Gainesville, FL 32601 • 352-374-5230 (FAX) 352-374-5278

Rec. \$18.50
Doc. Stamps. \$1050.00
RETURN TO
U. S. Title
642 N.E. Santa Fe Blvd.
High Springs, FL 32643
USH - 3597.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2255557 2 PGS
2006 JUL 10 02:32 PM BK 3413 PG 1206
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK5 Receipt#291233

Doc Stamp-Deed: 1,050.00



Parcel I.D. No.: 03986-002-002 [Space Above This Line for Recording Data]

WARRANTY DEED

This Indenture made this 16th day of June, 2006 BETWEEN RUBY SOULIS DAVIS and ROBERT J. SANGMASTER, GRANTOR*, whose post office address is 824 FRIENDLY STREET, NO. FT. MYERS, FL 33903 and BRIAN RUSSELL and HEATHER RUSSELL, HUSBAND AND WIFE, GRANTEE*, whose post office address is 15640 NW 180TH AVENUE, ALACHUA, FL 32615.

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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 grantee and grantee's heirs forever the following described land located in the County of ALACHUA, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

GRANTORS warrant subject property does not constitute their homestead, nor is it contiguous thereto.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.

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, 2005.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

WITNESSES

Typed Name: Tamara L Gill

Typed Name: Sandra E Smith

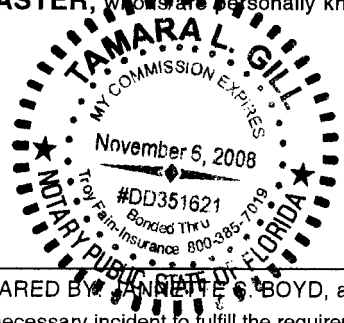
RUBY SOULIS DAVIS

ROBERT J. SANGMASTER

COUNTY OF See
STATE OF FLORIDA

THE FOREGOING INSTRUMENT was acknowledged before me on June 16th, 2006 by RUBY SOULIS DAVIS and ROBERT J. SANGMASTER, who are personally known to me or have produced their Driver's Licenses as identification.

[Seal]



NOTARY PUBLIC, STATE OF _____ AT LARGE
Name: _____
COMMISSION EXPIRATION: _____

THIS INSTRUMENT WAS PREPARED BY JENNIFER G. BOYD, an employee of U.S. TITLE, 642 N.E. SANTA FE BLVD., HIGH SPRINGS, FLORIDA 32643, as a necessary incident to fulfill the requirements of a Title Insurance Binder issued by it. USH-3597.

INSTRUMENT # 2255557

2 PGS

EXHIBIT "A"

A tract of land situated in Section 30, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida, said tract of land being known as Parcel No. 2 of an unrecorded subdivision prepared by William D. Parrish, Registered Florida Land Surveyor No. 1772 and being more particularly described as follows:

Commence at a concrete monument being the Northwest corner of the aforementioned Section 30, Township 8 South, Range 18 East for the point of reference and run North $01^{\circ}14'30''$ West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North $89^{\circ}46'00''$ East, along said centerline, a distance of 1794.98 feet; thence run South $01^{\circ}20'21''$ East, a distance of 260.05 feet to an iron pipe and the True Point of Beginning; thence continue South $01^{\circ}20'21''$ East, a distance of 300.06 feet to an iron pipe; thence run North $89^{\circ}46'00''$ East, a distance of 754.21 feet to an iron pipe; thence run North $00^{\circ}14'00''$ West, a distance of 300.00 feet to an iron pipe; thence run South $89^{\circ}46'00''$ West, a distance of 760.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for ingress, egress and public utilities over, under and across a 60 foot wide strip of land lying 30 feet of and on both sides of the following described centerline:

Commence at a concrete monument being the Northwest corner of Section 30, Township 8 South, Range 18 East for the point of reference and run North $01^{\circ}14'30''$ West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North $89^{\circ}46'00''$ East, along said centerline, a distance of 1764.97 feet; thence run South $01^{\circ}20'21''$ East, a distance of 40.01 feet to the Southerly right of way line of County Road N.W. 26 and the True Point of Beginning of said centerline, easements lines will be lengthened or shortened to begin on said right of way line; thence continue South $01^{\circ}20'21''$ East, a distance of 1952.31 feet to the point of curvature of a curve concave Northeasterly, said curve having a radius of 130.00 feet; thence run Southeasterly, along said curve, through an arc angle of $88^{\circ}53'19''$, an arc distance of 201.69 feet to the point of tangency of said curve (chord bearing and distance of South $45^{\circ}47'10''$ East, 182.07 feet, respectively); thence run North $89^{\circ}46'00''$ East, a distance of 1266.58 feet to the point of curvature of a curve concave Northwesterly, said curve having a radius of 130.00 feet; thence run North-easterly, along said curve, through an arc angle of $90^{\circ}00'00''$ an arc distance of 204.20 feet to the point of tangency of said curve (chord bearing and distance of North $44^{\circ}46'00''$ East, 181.85 feet, respectively); thence run North $00^{\circ}14'00''$ West, a distance of 1950.00 feet to said Southerly right of way line of County Road N.W. 26 and the terminus of said centerline, easement lines will be lengthened or shortened to terminate on said Southerly right of way line.



2017 Roll Details — Real Estate Account At 12413 NW 197TH TER

[Print this page](#)

Real Estate Account #03986 002 002

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

2017

PAID

2016

PAID

2015

PAID

2014

PAID

...

2002

4 installments

PAID

[Apply for the 2018 Installment Payment Plan](#)

[Get Bills by Email](#)

PAID 2017-12-27 \$1,083.20
Receipt #17-0071449

Owner: RUSSELL, BRIAN & HEATHER
15640 NW 180TH AVE
ALACHUA, FL 32615
Situs: 12413 NW 197TH TER

Account number: 03986 002 002

Alternate Key: 1015036

Millage code: 1700

Millage rate: 23.1480

Assessed value: 43,600

School assessed value: 43,600

Unimproved land value: 41,700

Property Appraiser

Location is not guaranteed to be accurate.

2017 Annual bill

[View](#)

Ad valorem: \$1,009.26

Non-ad valorem: \$107.44

Total Discountable: 1116.70

No Discount NAVA: 0.00

Total tax:

Legal description

QUAIL ROOST ESTATES UNRECORDED S/D LOT 2 OR 3413/1206

Location

Book, page, item: 3413-1206-

Geo number: 30-08-18-03986002002

Range: 18

Township: 08

Section: 30

Neighborhood: 233230.01

Use code: 00700

Total acres: 5.210





Erickson's Way Minor Subdivision

Statement of Proposed Use / Comprehensive Plan Consistency

Statement of Proposed Use

The application is for a Final Plat (Minor Subdivision) of Parcel 2 of Quail Roost Estates, Unrecorded Subdivision. The 5.21 acre site for the proposed Final Plat is located at 12413 NW 197th Terrace, Alachua, Florida. The subject property has a Moderate Density Residential Future Land Use Designation and an RSF-1 zoning designation. The parcel number for the site is 03986-002-002.

The proposed Final Plat, will create 4 individual lots that will be 1.00, 1.01, 1.48, and 1.73 acres in size. Each lot has direct frontage and access onto NW 197th Terrace and meets the minimum requirements of the RSF-1 zoning district, including minimum lot size, width, and minimum yards and setbacks.

The Final Plat is meets the standards outlined in LDR Sec. 2.4(F), as the subdivision constitutes six or fewer lots that; no new streets, alleys, or public ways are created, no changes to existing rights-of-way, no new utilities are required, the plat complies with Article 7 (Subdivision Standards), no flag lot is created in a residential district that is inconsistent with existing development patterns and the lots have direct access to a public street. The existing development pattern in this area includes two other minor subdivisions with a similar lot layout, Alexander Court and Keshava Acres.

Comprehensive Plan Consistency

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

Future Land Use Element

Objective 1.2 Residential: The City of Alachua shall designate three Residential land use categories to ensure an orderly growth pattern that makes the best use of available lands for residential development.

Policy 1.2.a: Moderate density residential (0-4 dwelling units per acre):

The moderate density residential land use category allows residential development at a maximum density of 4 dwelling units per acre. The following uses are allowed in the moderate density residential land use category:

1. **Single family**, conventional dwelling units
2. Accessory dwelling units

3. *Manufactured or modular homes meeting certain design criteria*
4. *Mobile homes only within mobile home parks*
5. *Duplexes and quadplexes*
6. *Townhomes*
7. *Residential Planned Developments*
8. *Supporting community services, such as schools, houses of worship, parks, and community centers*

Response: The proposed Minor Subdivision which will create 4 total residential lots (net increase of 3) for single family structures are included as an allowable use in the underlying Moderate Density Residential future land use district. The overall density for the approximately 5.21 acre project area is 0.77 units per acre, which is consistent with the overall density of Moderate Density land use designation (0-4 units per acre).

Objective 5.1 Natural Features

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

Policy 5.1.a Topography: The City shall protect the natural topography of the City, including steep and seepage slopes, by requiring new development to include techniques to minimize impacts on the natural terrain.

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

Housing Element

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

Response: The proposed subdivision promotes this policy by providing affordable home sites that are consistent with the underlying future land use designation.

Erickson's Way Minor Subdivision

Public Facilities Impact Analysis

This plat involves the subdivision of one parcel into 4 separate lots. The impact analysis is based on the net increase of lots (3).

Stormwater Management: No stormwater facilities are required to serve this minor subdivision, so this public facility impact category is not applicable.

School Impact: Please see the attached school impact analysis form. There is currently adequate school capacity to serve the proposed increase of 3 residential lots.

Solid Waste: The proposed subdivision will not create an impact on service that will exceed the approved level of service standards for City of Alachua. The amount of solid waste is based on the adopted LOS standard in the comprehensive plan, approximately 0.73 tons per capita /year. If each of the proposed lots (net increase of three) contains an average of 2.5 persons per household, then the project will have the following impact:

$$7.5 \text{ persons} \times 0.73 \text{ tons per year} = 5.48 \text{ tons per year}$$

Projected Solid Waste Impact

System Capacity	
New River Solid Waste Facility Capacity ¹	50 years
Projected Solid Waste Impact from Project ²	5.48 tons/yr

1. Source: Darrell O'Neal, Executive Director, New River Solid Waste Facility, 2005.

2. Source: City of Alachua Comprehensive Plan: 2017

Recreation: According to the City's existing recreational land acreage table below, there is adequate capacity to accommodate the proposed increase of 3 residential lots. The additional three lots, with estimated 2.6 people per household will result in an additional 7.8 people. The LOS is 5 acres/1000 persons and will the impact of this project is negligible on the acreage required and reserved capacity (0.02 acres).

Table 5a. Recreational Impacts	
System Category	Acreage
Existing City of Alachua Recreation Acreage ¹	88.60
Acreage Required to Serve Existing Population ²	49.46
Proposed Minor Subdivision	0.02
Reserved Capacity ³	0.58
Available Recreation Acreage	38.56

1. Table 5c. Recreational Facilities
2. Bureau of Economic & Business Research, University of Florida, Estimates of Population by County and City in Florida, April 1, 2016; Policy 1.2.b, Recreation Element
Formula: 9,892 persons / (5 acres / 1,000 persons)

Transportation: The proposed use of the project site as a commercial use will not create a traffic impact that will exceed the approved level of service standards for the impacted roadway (CR 2054 West).

TABLE 1: PROJECT TRIP GENERATION

			Daily		AM Peak		PM Peak	
Land Use*	Units	Description	Rate	Trips	Rate	Trips	Rate	Trips
210	3	Single Family Detached Dwellings	9.52	29	0.75	2	1.02	3

Source: ITE Trip Generation, 9th Generation

TABLE 2: ROADWAY LEVEL OF SERVICE (LOS) ANALYSIS

					Trips	
Segment ID:	Segment Limits:	LOS-D	AADT	Res'vd	Project	Available
CR 2054 West	West of SR 235	14,580 Peak Hour LOS-D	1,686 Peak Hour	1,338	29	11,527
		1,341	160	133	3	1,018

Source: City of Alachua Planning Department as of March 2018

Sanitary Sewer:

Goal 1: Plan for and provide adequate, high quality and economical wastewater service while protecting the environment, especially groundwater resources.

Objective 1.2: Wastewater service will be made available to new development in a manner to promote compact urban growth, promoting development where wastewater service is available, and discouraging urban sprawl.

Project Impact: For the proposed residential development, it is estimated that approximately 250 G.P.D. will be used per unit (Comprehensive Plan, CFNGAR Element, Policy 1.1.d). The 3 proposed lots will generate approximately 750 G.P.D. As shown in the following table, there is adequate capacity available to support this development.

Table 4. Sanitary Sewer Impacts	
System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity	1,500,000
Less Actual Treatment Plant Flows ¹	654,000
Reserved Capacity	57,964
Proposed Minor Subdivision	750
Residual Capacity	784,136
Percentage of Permitted Design Capacity Utilized	47.72%

Source: City of Alachua Public Services Department, April 2017

Potable Water:

Goal 4: Provide an adequate supply of high quality potable water to customers throughout the service area.

Objective 4.1 Achieve and maintain acceptable levels of service for potable water quality and quality.

Project Impact: For the proposed residential development, it is estimated that approximately 275 G.P.D. will be used per unit (Comprehensive Plan, CFNGAR Element, Policy 4.1.c). The 3 proposed lots will generate approximately 825 G.P.D. As shown in the following table, there is adequate capacity available to support this development.

Table 3. Potable Water Impacts	
System Category	Gallons Per Day
Current Permitted Capacity ¹	2,300,000
Less Actual Potable Water Flows ¹	1,301,000
Reserved Capacity	60,524
Proposed Minor Subdivision	825
Residual Capacity	937,651
Percentage of Permitted Design Capacity Utilized	59.23%

Source: City of Alachua Public Services Department, May 2017



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): Clay Sweger, AICP, LEED AP Title: Director of Planning

Company (if applicable): eda engineers-surveyors-planners, inc.

Mailing address: 2404 NW 43rd Street

City: Gainesville

State: FL

ZIP: 32606

Telephone: 352-373-3541

FAX: 352-373-7249

e-mail: csweger@edafl.com

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

Name of Owner (title holder): Brian & Heather Russell

Mailing Address: 15640 NW 18th Avenue

City: Alachua

State: FL

ZIP: 32615

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

B. PROJECT

1. Project Name: Erickson's Way Minor Subdivision

2. Address of Subject Property: 12413 NW 197th Terrace, Alachua, FL

3. Parcel ID Number(s): 03698-002-002

4. Section 30 Township 08 Range 18 Grant _____ Acreage: _____

5. Existing Use of Property: Residential

6. Future Land Use Map Designation: Moderate Density Residential

7. Zoning Designation: RSF-1

8. Development Data (check all that apply):

☒ Single Family Residential

Number of Units 4

☐ Multi-Family Residential

Number of Units _____

☐ Exempt (see exempt developments on page 2)

9. Review Type:

Preliminary Development Order

☐ Comprehensive Plan Amendment

☐ Large Scale

☐ Small Scale

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

☐ Revised

Final Development Order

☐ Preliminary Plat

☒ Final Plat

☐ Site Plan

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

Elementary: Alachua

Middle: Mebane

High: Santa Fe

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

Revised April 30, 2014

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	4	units	x	0.15	Elementary School Multiplier*	1	Student Stations**
Middle School	4	units	x	0.07	Middle School Multiplier*	1	Student Stations**
High School	4	units	x	0.09	High School Multiplier*	1	Student Stations**

Student Generation Calculations: Multi-Family Residential Development

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

* Student generation multipliers may be obtained from SBAC at:

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

** Round to the nearest whole number

EXEMPT DEVELOPMENTS (check all that apply):

- ☐ Existing legal lots eligible for a building permit.
- ☐ Development that includes residential uses that has received final development plan approval prior to the effective date for public school concurrency, or has received development plan approval prior to June 24, 2008, provided the development approval has not expired.
- ☐ Amendments to final development orders for residential development approved prior to the effective date of public school concurrency, and which do not increase the number of students generated by the development.
- ☐ Age-restricted developments that prohibit permanent occupancy by persons of school age, provided this condition is satisfied in accordance with the standards of the Public Schools Facilities Element or the ILA.
- ☐ Group quarters that do not generate public school students, as described in the ILA.

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

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



 Signature of Applicant

 Signature of Co-applicant

Clay Sweger, AICP, LEED AP

 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 20 day of FEBRUARY, 2018, by CLAY SWEGER

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

NOTARY SEAL



Melissa Watson
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG040316
 Expires 10/19/2020



 Signature of Notary Public, State of FLORIDA

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

Certification

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

☐ **Approved** based upon the following findings:

Elementary SCSA: _____

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

Middle SCSA: _____

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

High SCSA: _____

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

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

☐ **Denied** for reasons stated: _____

☐ **Local Government Certification**

Approved by: _____

Date: _____

☐ **School Board Staff Certification**

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

Date: _____



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

9225 CR 49 • LIVE OAK, FLORIDA 32060 • TELEPHONE 386/362-1001 • 800/226-1066 • FAX 386/362-1056
mysuwanneeriver.com

March 14, 2018

Brian and Heather Russell
15640 NW 180th Ave
Alachua, FL 32615

SUBJECT: Permit Number ERP-001-212238-2
Erickson's Way Subdivision

Dear Mr & Mrs Brian and Heather Russell:

Enclosed is your individual permit issued by the Suwannee River Water Management District on March 14, 2018. 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 non-final 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.

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

DON QUINCEY Chair
Chiefland, Florida

ALPHONAS ALEXANDER Vice Chair
Madison, Florida

VIRGINIA H. JOHNS Secretary/Treasurer
Alachua, Florida

KEVIN BROWN
Alachua, Florida

GARY F. JONES
Old Town, Florida

CHARLES KEITH
Lake City, Florida

VIRGINIA M. SANCHEZ
Old Town, Florida

RICHARD SCHWAB
Perry, Florida

BRADLEY WILLIAMS
Monticello, Florida

HUGH THOMAS
Executive Director

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,

A handwritten signature in blue ink, appearing to read 'Hugh Thomas', with a long horizontal flourish extending to the right.

Hugh Thomas
Executive Director

Enclosures: Permit

cc: District Permit File



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

9225 CR 49 • LIVE OAK, FLORIDA 32060 • TELEPHONE 386/362-1001 • 800/226-1066 • FAX 386/362-1056
mysuwanneeriver.com

ERP Individual Permit

PERMITTEE:

Brian and Heather Russell
15640 NW 180th Ave
Alachua, FL 32615

PERMIT NUMBER: ERP-001-212238-2

DATE ISSUED: March 14, 2018

DATE EXPIRES: March 14, 2023

COUNTY: Alachua

TRS: S30 T8S R18E

PROJECT: Erickson's Way Subdivision

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 and Heather Russell
15640 NW 180th Ave
Alachua, FL 32615

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:

Previous permit was for the subdividing of 5.21 acres of property which was not performed. This modification is a re-issuance of the previous permit. The project shall consist of the subdividing of 5.21 acres into four Lots. There shall be no construction authorized as part of this permit. The project shall commence in a manner consistent with the application package submitted by Sergio J Reyes, P.E., of EDA engineers, surveyors, planners, Inc., on or before February 15, 2018.

As the permittee and/or operation and maintenance entity, it is your responsibility to ensure that adverse off-site impacts do not occur either during or after the construction. Any additional construction or alterations not authorized by this permit may result in flood control or water quality problems both on and off site and will be a violation of District rule.

You and any other substantially affected persons are entitled to request an administrative hearing or mediation. Please refer to the enclosed notice of rights.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. 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
 2. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

WITHIN 30 DAYS AFTER COMPLETION OF THE PROJECT, THE PERMITTEE SHALL NOTIFY THE DISTRICT, IN WRITING, THAT THE FACILITIES ARE COMPLETE.

AUTHORIZED BY: Suwannee River Water Management District

By:



Hugh Thomas
Executive Director

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, (F.S.), before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 F.S. Pursuant to Rule 28-106.111, Florida Administrative Code, (F.A.C.), the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, F.A.C.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit 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 373, 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 and Heather Russell
15640 NW 180th Ave
Alachua, FL 32615

This March 14, 2018

A handwritten signature in black ink, appearing to read 'Wa Zmuka', is written above a horizontal line.

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-001-212238-2

NOTICING INFORMATION

Dear Permittee:

Please be advised that the Suwannee River Water Management District (District) has not published a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit to file a petition challenging the issuance of the permit.

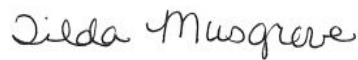
To close the point of entry for filing a petition, you may publish (at your own expense) a onetime notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice, the time to challenge the issuance of your permit will not expire.

A copy of the notice and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit as proof of publication. In accordance with 40B-1.1010(4), F.A.C., a copy of the affidavit shall be provided to the District within 14 days of publication. A scanned copy of the affidavit may be forwarded to Tilda Musgrove by email at tjm@srwmd.org (preferred method) or send the original affidavit of publication to:

Tilda Musgrove
Resource Management
9225 CR 49
Live Oak, FL 32060

If you have any questions, please contact me at 386.362.1001.

Sincerely,



Tilda Musgrove
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

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

**Rick Scott**

Governor

Celeste Philip, MD, MPH

Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

Wednesday, March 28, 2018

Stephanie Sutton

Project Manager

SSutton@edafll.com

eda engineers-surveyors-planners, inc.

2404 NW 43rd Street

Gainesville, FL 32606

To whom this may concern,

The Alachua County Health Department has reviewed a proposed lot split and plat drawing prepared by eda engineers-surveyors-planners, inc. dated 2-26-2018. The proposed lot spit of parent tax parcel #03986-002-002 will create four lots. This property is located at 12413 NW 197th Terrace, Alachua.

Based on the plan review of proposed lot split, the resultant lots 1, 2, 3 & 4 will meet the minimum lot requirements per 381.065 F.S. for private well and septic. The Alachua County Health Department has no issues with the lot split.

If you should have any questions, do not hesitate to call me at 352-334-7930.

Sincerely,

Anthony Dennis

Environmental Health Director

Alachua County Health Department

Florida Department of Health

**Florida Department of Health
in Alachua County**

224 SE 24th Street • Gainesville, FL 32641

PHONE: 352-334-7900 • <http://www.alachuacountyhealth.com>

FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

U.S. TITLE
2622-B2 NW 43rd Street
Gainesville, FL 32606
Phone: (352) 372-7000 Fax (352) 377-2188

PROPERTY INFORMATION REPORT

Prepared For: BRIAN RUSSELL
U.S. Title File Number: UG-16356

Pursuant to your request, U.S. Title has caused a search to be made of the Public Records of ALACHUA County, Florida, solely as revealed by its title sources through **FEBRUARY 19, 2018 @ 08:00 AM**, and said search reveals the following:

1. The last deed of record purports to vest title in:
Brian Russell and Heather Russell, husband and wife by virtue of instrument recorded in Official Records Book **3413** Page **1206** of the Public Records of ALACHUA County, Florida.
2. The legal description of the land covered by this report is:
SEE EXHIBIT "A"
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this report appear of record:
 - (a) Mortgage from **Brian E. Russell and Heather M. Russell, husband and wife** to **Bank of America, N.A.**, recorded July 10, 2006, in Official Records Book **3413**, Page **1208**, of the Public Records of Alachua County, Florida, given to secure the original principal sum of **\$135,000.00**.

Copies of all matters affecting Title are included with this report

The Records of the Tax Collector's Office of ALACHUA County discloses the following tax information:

Real Estate Taxes for the year 2017 are PAID in the gross amount of \$1,116.70;
Assessed Value: \$43,600.00; Exemptions: NONE; Folio No.: 03986-002-002.

Miscellaneous Notes:
None

This report contains information as reflected in the Official Records of the County in which the property is located as of the date and time indicated above, and is not an attempt to pass opinion upon the validity of title shown. The names searched are as they appear in the chain of title; U.S. Title is not responsible for the accuracy of said records. This report is subject to corporate status, bankruptcy proceedings, water, garbage, and sewer charges and special assessments (including, but not limited to, street lighting assessments). Assignments of institutional mortgages may not be reported herein. If coverage is desired in relation to the matters set forth above, we suggest that you obtain a title insurance policy.

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

This Report Shall Not Be Used For The Issuance Of Title Insurance Or Preparation For Litigation.

U.S. Title

By: Sherna Gorman
 Authorized Signatory
Dated: 2/26/18

EXHIBIT "A"

A Tract of land situate in Section 30, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida, said Tract of land being known as Parcel Number 2, of an unrecorded subdivision prepared by William D. Parrish, Registered Florida Land Surveyor Number 1772 and being more particularly described as follows:

Commence at a concrete monument being the Northwest corner of the aforementioned Section 30, Township 8 South, Range 18 East, for the Point of Reference and run North 01 degrees 14 minutes 30 seconds West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a Railroad Spike at the centerline of County Road Northwest 26; thence run North 89 degrees 46 minutes 00 seconds East, along said centerline, a distance of 1794.98 feet; thence run South 01 degrees 20 minutes 21 seconds East, a distance of 260.05 feet to an iron pipe and the True Point of Beginning; thence continue South 01 degrees 20 minutes 21 seconds East, a distance of 300.06 feet to an iron pipe; thence run North 89 degrees 46 minutes 00 seconds East, a distance of 754.21 feet to an iron pipe; thence run North 00 degrees 14 minutes 00 seconds West, a distance of 300.00 feet to an iron pipe; thence run South 89 degrees 46 minutes 00 seconds West, a distance of 760.00 feet to the True Point of Beginning.

Together with an easement for ingress, egress and public utilities over, under and across a 60 foot wide strip of land lying 30 feet of and on both sides of the following described centerline:

Commence at a concrete monument being the Northwest corner of Section 30, Township 8 South, Range 18 East, for the Point of Reference and run North 01 degrees 14 minutes 30 seconds West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a Railroad Spike at the centerline of County Road Northwest 26; thence run North 89 degrees 46 minutes 00 seconds East, along said centerline, a distance of 1764.97 feet; thence run South 01 degrees 20 minutes 21 seconds East, a distance of 40.01 feet to the Southerly Right-of-Way line of County Road Northwest 26 and the true Point of Beginning of said centerline, easement lines will be lengthened or shortened to being on said Right-of-Way line thence continue South 01 degrees 20 minutes 21 seconds East, a distance of 1952.31 feet to the Point of Curvature of a curve concave Northeasterly, said curve having a Radius of 130.00 feet; thence run Southeasterly, along said curve, through an arc angle of 88 degrees 53 minutes 39 seconds, an arc distance of 201.69 feet to the Point of Tangency of said curve (chord bearing and distance of South 45 degrees 47 minutes 10 seconds East, 182.07 feet, respectively); thence run North 89 degrees 46 minutes 00 seconds East, a distance of 1266.58 feet to the Point of Curvature of a curve concave Northwesterly said curve having a Radius of 130.00 feet; thence run Northeasterly, along said curve, through an arc angle of 90 degrees 00 minutes 0 seconds, an arc distance of 204.20 feet to the Point of Tangency of said curve (chord bearing and distance of North 44 degrees 46 minutes 00 seconds East, 183.85 feet, respectively); thence run North 00 degrees 14 minutes 00 seconds West, a distance of 1950.00 feet to said Southerly Right-of-Way line of County Road Northwest 26 and the terminus of said centerline, easement lines will be lengthened or shortened to terminate on said Southerly Right-of-Way line, all lying and being situate in Alachua County, Florida.

REC. \$18.50
Doc. Stamps. \$1050.00
RETURN TO

U. S. Title
642 N.E. Santa Fe Blvd.
High Springs, FL 32643

USH - 3597

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2255557 2 PGS
2006 JUL 10 02:32 PM BK 3413 PG 1206
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK5 Receipt#291233

Doc Stamp-Deed: 1,050.00



2255557

Parcel I.D. No.: 03986-002-002 [Space Above This Line for Recording Data]

WARRANTY DEED

This Indenture made this 16th day of June, 2006 BETWEEN RUBY SOULIS DAVIS and ROBERT J. SANGMASTER, GRANTOR*, whose post office address is 824 FRIENDLY STREET, NO. FT. MYERS, FL 33903 and BRIAN RUSSELL and HEATHER RUSSELL, HUSBAND AND WIFE, GRANTEE*, whose post office address is 15640 NW 180TH AVENUE, ALACHUA, FL 32615.

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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 grantee and grantee's heirs forever the following described land located in the County of ALACHUA, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

GRANTORS warrant subject property does not constitute their homestead, nor is it contiguous thereto.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.

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, 2005.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

WITNESSES

Typed Name: Tamara L. Gill

Typed Name: Sandra E. Smith

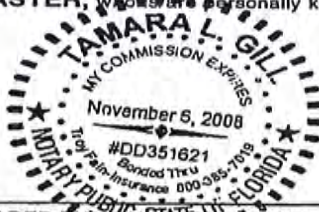
RUBY SOULIS DAVIS

ROBERT J. SANGMASTER

COUNTY OF Lee
STATE OF FLORIDA

THE FOREGOING INSTRUMENT was acknowledged before me on June 16th, 2006 by RUBY SOULIS DAVIS and ROBERT J. SANGMASTER, who ~~was~~ personally known to me or have produced their Driver's Licenses as identification.

(Seal)



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
Name: _____
COMMISSION EXPIRATION: _____

THIS INSTRUMENT WAS PREPARED BY JANETTE E. BOYD, an employee of U.S. TITLE, 642 N.E. SANTA FE BLVD., HIGH SPRINGS, FLORIDA 32643, as a necessary incident to fulfill the requirements of a Title Insurance Binder issued by it. USH-3597.

INSTRUMENT # 2255557
2 PGS

EXHIBIT "A"

A tract of land situated in Section 30, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida, said tract of land being known as Parcel No. 2 of an unrecorded subdivision prepared by William D. Parrish, Registered Florida Land Surveyor No. 1772 and being more particularly described as follows:

Commence at a concrete monument being the Northwest corner of the aforementioned Section 30, Township 8 South, Range 18 East for the point of reference and run North 01°14'30" West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North 89°46'00" East, along said centerline, a distance of 1794.98 feet; thence run South 01°20'21" East, a distance of 260.05 feet to an iron pipe and the True Point of Beginning; thence continue South 01°20'21" East, a distance of 300.06 feet to an iron pipe; thence run North 89°46'00" East, a distance of 754.21 feet to an iron pipe; thence run North 00°14'00" West, a distance of 300.00 feet to an iron pipe; thence run South 89°46'00" West, a distance of 760.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for ingress, egress and public utilities over, under and across a 60 foot wide strip of land lying 30 feet of and on both sides of the following described centerline:

Commence at a concrete monument being the Northwest corner of Section 30, Township 8 South, Range 18 East for the point of reference and run North 01°14'30" West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North 89°46'00" East, along said centerline, a distance of 1764.97 feet; thence run South 01°20'21" East, a distance of 40.01 feet to the Southerly right of way line of County Road N.W. 26 and the True Point of Beginning of said centerline, easements lines will be lengthened or shortened to begin on said right of way line; thence continue South 01°20'21" East, a distance of 1952.31 feet to the point of curvature of a curve concave Northeasterly, said curve having a radius of 130.00 feet; thence run Southeasterly, along said curve, through an arc angle of 88°53'39", an arc distance of 201.69 feet to the point of tangency of said curve (chord bearing and distance of South 45°47'10" East, 182.07 feet, respectively); thence run North 89°46'00" East, a distance of 1266.58 feet to the point of curvature of a curve concave Northwesterly, said curve having a radius of 130.00 feet; thence run Northwesterly, along said curve, through an arc angle of 90°00'00" an arc distance of 204.20 feet to the point of tangency of said curve (chord bearing and distance of North 44°46'00" East, 181.85 feet, respectively); thence run North 00°14'00" West, a distance of 1950.00 feet to said Southerly right of way line of County Road N.W. 26 and the terminus of said centerline, easement lines will be lengthened or shortened to terminate on said Southerly right of way line.

REC. \$197.00

Mort. Doc. Stamps. \$472.50

RECORDED IN OFFICIAL RECORDS

INSTRUMENT # 2255558 23 PGS

RETURN TO

2006 JUL 10 02:32 PM BK 3413 PG 1208

Return To: LOAN # 6178725245

FL9-700-01-01

JACKSONVILLE POST CLOSING

BANK OF AMERICA

9000 SOUTHSIDE BLVD.

BLDG 700, FILE RECEIPT DEPT.

JACKSONVILLE, FL 32256

This document was prepared by:

DESIREE' RAMIE

BANK OF AMERICA, N.A.

9000 SOUTHSIDE BLVD., #600

JACKSONVILLE, FL 322560000

U. S. Title

642 N.E. Santa Fe Blvd.

High Springs, FL 32643

Intang. Tax \$ 270.00

U.S. 4-397

J. K. "BUDDY" IRBY

CLERK OF CIRCUIT COURT

ALACHUA COUNTY, FLORIDA

CLERK5 Receipt#291233

Doc Stamp-Mort: 472.50

Intang. Tax: 270.00



2255558

[Space Above This Line For Recording Data]

MORTGAGE

LOAN # 6178725245

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 16, 2006 together with all Riders to this document.

(B) "Borrower" is BRIAN E RUSSELL AND HEATHER M RUSSELL, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA

FLORIDA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

VMP-6(FL) (0005)

Page 1 of 10

Initials

VMP MORTGAGE FORMS - (800)521-7291

CVFL 06/16/06 12:15 PM 6178725245



INSTRUMENT # 2255558

23 PGS

Lender's address is 9000 SOUTHSIDE BLVD., #600, JACKSONVILLE, FL 322560000

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JUNE 16, 2006

The Note states that Borrower owes Lender ONE HUNDRED THIRTY FIVE THOUSAND AND 00/100

Dollars

(U.S. \$ 135,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2036

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "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.

(G) "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 | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☒ Other(s) [specify]
LOT LOAN RIDER |

(H) "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.

(I) "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.

(J) "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.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "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.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "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.

INSTRUMENT # 2255558
23 PGS

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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.

(P) "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 Lender, the following described property located in the COUNTY of ALACHUA :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

Parcel ID Number: 03996002002
12413 NORTHWEST 197TH TERRACE
ALACHUA
("Property Address"):

which currently has the address of
[Street]
[City], Florida 32615 [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."

[Signature]

INSTRUMENT # 2255558

23 PGS

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

INSTRUMENT # 2255558

23 PGS

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.

INSTRUMENT # 2255558

23 PGS

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

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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

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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

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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. 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

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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

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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

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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

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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.

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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.

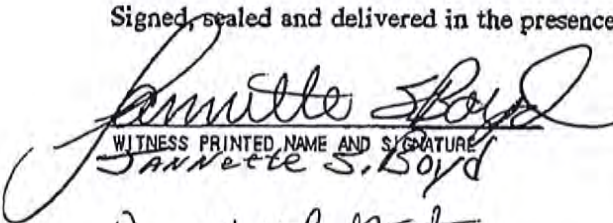
24. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

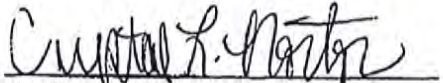
25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

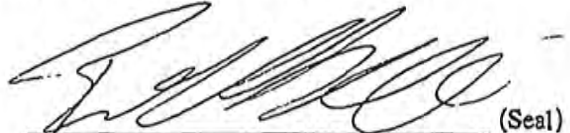
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23 PGS

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.

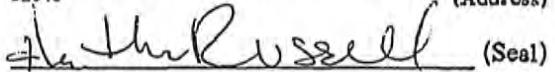
Signed, sealed and delivered in the presence of:


WITNESS PRINTED NAME AND SIGNATURE
JANNETTE S. BOYD


WITNESS PRINTED NAME AND SIGNATURE
Crystal L. Norton.


(Seal)
BRIAN E RUSSELL -Borrower

12413 NORTHWEST 197TH TERRACE , ALACHUA , FL ,
32615 (Address)


(Seal)
HEATHER M RUSSELL -Borrower

12413 NORTHWEST 197TH TERRACE , ALACHUA , FL ,
32615 (Address)

____ (Seal)
-Borrower

(Address)

____ (Seal)
-Borrower

(Address)

____ (Seal)
-Borrower

(Address)

____ (Seal)
-Borrower

(Address)

____ (Seal)
-Borrower

(Address)

____ (Seal)
-Borrower

(Address)

INSTRUMENT # 2255558
23 PGS

STATE OF FLORIDA,

Alachua

County ss:

The foregoing instrument was acknowledged before me this
by

6-16-06

Brian E. Russell and Heather M. Russell

who is personally known to me or who has produced *drivers license* as identification.



Jannette B. Boyd
MY COMMISSION # DD230532 EXPIRES
August 7, 2007
BONDED THROUGH TROY FAIN INSURANCE, INC.

Jannette B. Boyd
Notary Public

INSTRUMENT # 2255558

23 PGS

EXHIBIT "A"

A tract of land situated in Section 30, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida, said tract of land being known as Parcel No. 2 of an unrecorded subdivision prepared by William D. Parrish, Registered Florida Land Surveyor No. 1772 and being more particularly described as follows:

Commence at a concrete monument being the Northwest corner of the aforementioned Section 30, Township 8 South, Range 18 East for the point of reference and run North $01^{\circ}14'30''$ West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North $89^{\circ}46'00''$ East, along said centerline, a distance of 1794.98 feet; thence run South $01^{\circ}20'21''$ East, a distance of 260.05 feet to an iron pipe and the True Point of Beginning; thence continue South $01^{\circ}20'21''$ East, a distance of 300.06 feet to an iron pipe; thence run North $89^{\circ}46'00''$ East, a distance of 754.21 feet to an iron pipe; thence run North $00^{\circ}14'00''$ West, a distance of 300.00 feet to an iron pipe; thence run South $89^{\circ}46'00''$ West, a distance of 760.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for ingress, egress and public utilities over, under and across a 60 foot wide strip of land lying 30 feet of and on both sides of the following described centerline:

Commence at a concrete monument being the Northwest corner of Section 30, Township 8 South, Range 18 East for the point of reference and run North $01^{\circ}14'30''$ West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North $89^{\circ}46'00''$ East, along said centerline, a distance of 1764.97 feet; thence run South $01^{\circ}20'21''$ East, a distance of 40.01 feet to the Southerly right of way line of County Road N.W. 26 and the True Point of Beginning of said centerline, easements lines will be lengthened or shortened to begin on said right of way line; thence continue South $01^{\circ}20'21''$ East, a distance of 1952.31 feet to the point of curvature of a curve concave Northeasterly, said curve having a radius of 130.00 feet; thence run Southeasterly, along said curve, through an arc angle of $88^{\circ}53'39''$, an arc distance of 201.69 feet to the point of tangency of said curve (chord bearing and distance of South $43^{\circ}47'10''$ East, 182.07 feet, respectively); thence run North $89^{\circ}46'00''$ East, a distance of 1266.58 feet to the point of curvature of a curve concave Northwesterly, said curve having a radius of 130.00 feet; thence run North-easterly, along said curve, through an arc angle of $90^{\circ}00'00''$ an arc distance of 204.20 feet to the point of tangency of said curve (chord bearing and distance of North $44^{\circ}46'00''$ East, 181.85 feet, respectively); thence run North $00^{\circ}14'00''$ West, a distance of 1950.00 feet to said Southerly right of way line of County Road N.W. 26 and the terminus of said centerline, easement lines will be lengthened or shortened to terminate on said Southerly right of way line.

INSTRUMENT # 2255558
23 PGS

LOAN # 6178725245

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 16TH day of JUNE, 2006, 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 BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 12413 NORTHWEST 197TH TERRACE, ALACHUA, FL 32615

[Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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 7.000 %. 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 FIRST day of JULY, 2011 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. The "Index" is:

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

Page 1 of 4

BA899R (0410)

VMP Mortgage Solutions, Inc. (800)521-7291

MGLR 06/16/06 12:15 PM 6178725245



INSTRUMENT # 2255558
23 PGS

THE ONE-YEAR LONDON INTERBANK OFFERED RATE ("LIBOR") WHICH IS THE AVERAGE OF INTERBANK OFFERED RATES FOR ONE-YEAR U.S. DOLLAR-DENOMINATED DEPOSITS IN THE LONDON MARKET, AS PUBLISHED IN THE WALL STREET JOURNAL. THE MOST RECENT INDEX FIGURE AVAILABLE AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the ☐ Nearest ☒ Next Highest ☐ Next Lowest 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 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.

☒ **Interest-Only Period**

The "Interest-only Period" is the period from the date of this Note through JULY 01, 2011. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, 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.

INSTRUMENT # 2255558

23 PGS

(D) Limits on Interest Rate Changes**(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)**

- ☐ (1) There will be no maximum limit on interest rate changes.
- ☐ (2) The interest rate I am required to pay at the first Change Date will not be greater than _____ % or less than _____ %.
- ☐ (3) My interest rate will never be increased or decreased on any single Change Date by more than _____ percentage points (_____ %) from the rate of interest I have been paying for the preceding period.
- ☒ (4) My interest rate will never be greater than 12.000 %, which is called the "Maximum Rate."
- ☐ (5) My interest rate will never be less than _____ %, which is called the "Minimum Rate."
- ☐ (6) My interest rate will never be less than the initial interest rate.
- ☒ (7) The interest rate I am required to pay at the first Change Date will not be greater than 12.000 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from the rate of interest I have been paying for the preceding period.

(E) Effective Date of Changes

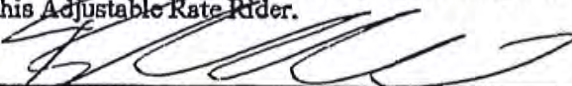
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

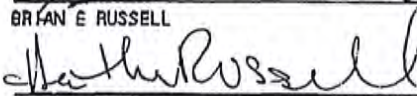
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer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

INSTRUMENT # 2255558
23 PGS

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


BRIAN E RUSSELL

(Seal)
-Borrower


HEATHER M RUSSELL

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

INSTRUMENT # 2255558
23 PGS

LOAN # 6178725245

LOT LOAN RIDER

THIS LOT LOAN RIDER is made this 16TH day of JUNE, 2006, 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" whether there are one or more persons undersigned) to secure Borrower's Note to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at

12413 NORTHWEST 197TH TERRACE, ALACHUA, FL 32615

(Property Address)

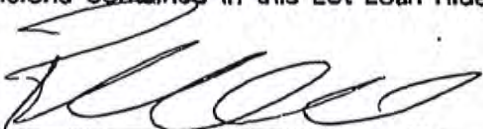
In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to the following:

BORROWER'S OCCUPANCY. To the extent that the Security Instrument requires the Borrower to occupy the Property, such requirement is null and void. Borrower shall have no obligation to occupy the Property. No other terms or conditions set forth in the Security Instrument shall be effected by this Rider.

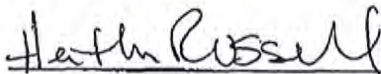


INSTRUMENT # 2255558
23 PGS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Lot Loan Rider.



BRIAN E RUSSELL (Seal)
Borrower



HEATHER M RUSSELL (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower



**2017 PAID REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

1015036

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
03986 002 002		1700

APPLICABLE VALUES AND EXEMPTIONS BELOW

12413 NW 197TH TER

RUSSELL, BRIAN & HEATHER
15640 NW 180TH AVE
ALACHUA, FL 32615

QUAIL ROOST ESTATES UNRECORDED S/D
LOT 2 OR 3413/1206

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.4648	43,600	0	43,600	369.07
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.2655	43,600	0	43,600	55.18
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP33 PROJECT (S01)	1.5000	43,600	0	43,600	65.40
SCHL DISCRNRY & CN (S01)	0.7480	43,600	0	43,600	32.61
SCHL GENERAL	4.3770	43,600	0	43,600	190.84
SCHOOL VOTED (S01)	1.0000	43,600	0	43,600	43.60
SUWANNEE RIVER WATER MGT DIST	0.4027	43,600	0	43,600	17.56
17 CITY OF ALACHUA	5.3900	43,600	0	43,600	235.00
TOTAL MILLAGE					23.1480
AD VALOREM TAXES					\$1,009.26

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

PAY ONLINE WITH E-CHECK**SCAN TO PAY****PAY ONLY ONE AMOUNT. ⬇**

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
R710 710 BOCC SOLID WASTE MGMT	1.000	@ 16.4700	16.47
C550 550 COUNTY FIRE SERVICES	1.000		90.97
NON-AD VALOREM ASSESSMENTS			\$107.44

COMBINED TAXES AND ASSESSMENTS \$1,116.70

If Paid By Please Pay	Dec 31, 2017 \$0.00				
--------------------------	-------------------------------	--	--	--	--

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

**2017 PAID REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

1015036

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • PO BOX 142340 • GAINESVILLE, FL 32614-2340

ACCOUNT NUMBER	SITUS	MESSAGE
03986 002 002	12413 NW 197TH TER	

RUSSELL, BRIAN & HEATHER
15640 NW 180TH AVE
ALACHUA, FL 32615

IF PAID BY	PLEASE PAY
☐ Dec 31, 2017	\$0.00
☐	
☐	
☐	
☐	

Receipt # 17-0071449

\$1,083.20

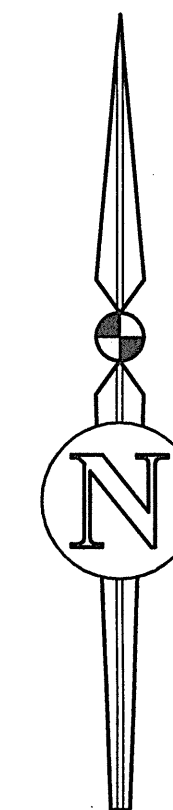
Paid 12/27/2017

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

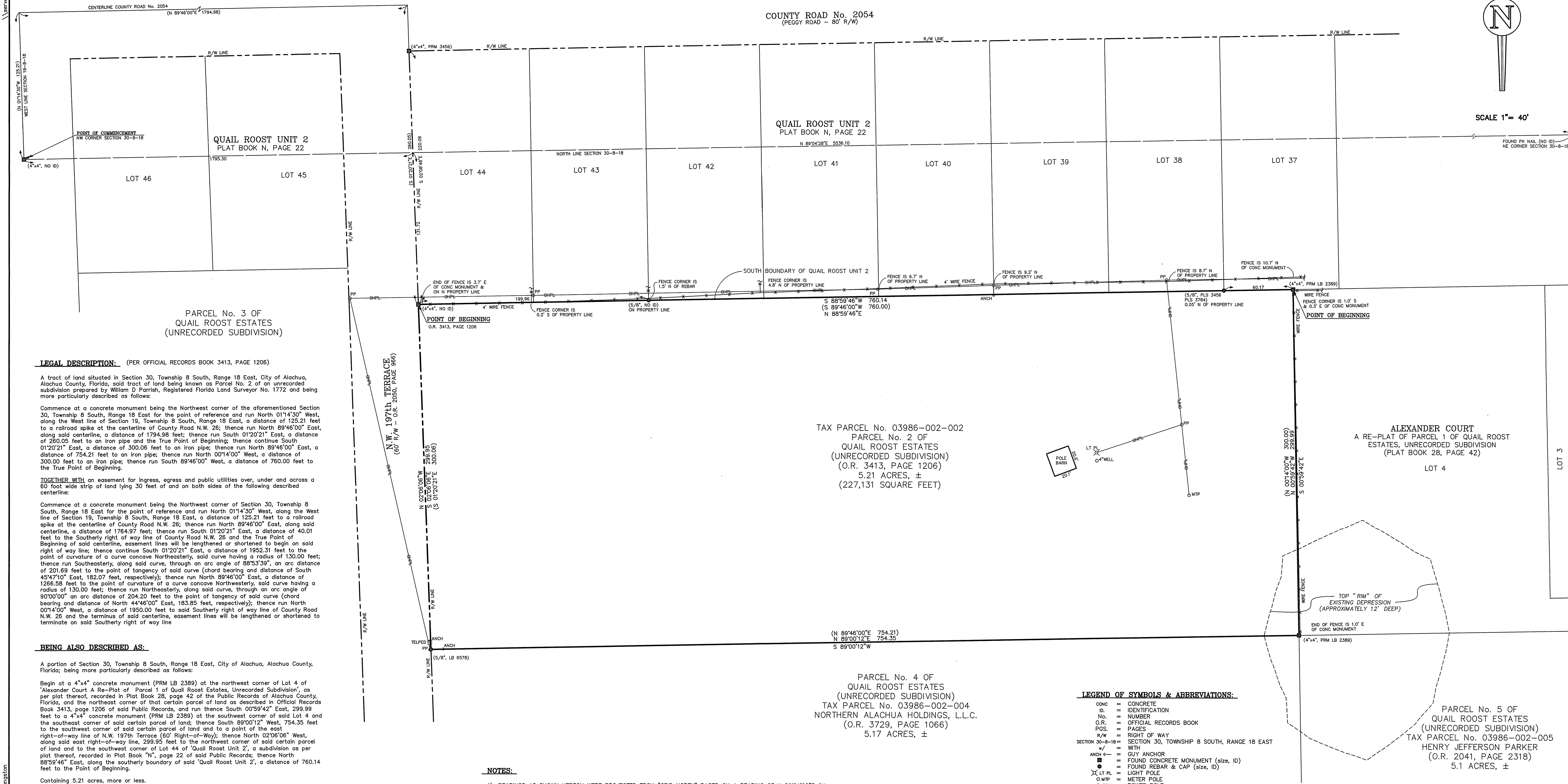
BOUNDARY SURVEY

IN
SECTION 30, TOWNSHIP 8 SOUTH, RANGE 18 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

FOR
BRIAN RUSSELL



SCALE 1"= 40'



LEGAL DESCRIPTION: (PER OFFICIAL RECORDS BOOK 3413, PAGE 1206)

A tract of land situated in Section 30, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida, said tract of land being known as Parcel No. 2 of an unrecorded subdivision prepared by William D. Parrish, Registered Florida Land Surveyor No. 1772 and being more particularly described as follows:

Commence at a concrete monument being the Northwest corner of the aforementioned Section 30, Township 8 South, Range 18 East for the point of reference and run North 01°14'30" West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North 89°46'00" East, along said centerline, a distance of 1794.98 feet; thence run South 01°20'21" East, a distance of 280.05 feet to an iron pipe and the True Point of Beginning; thence continue South 01°20'21" East, a distance of 300.06 feet to an iron pipe; thence run North 89°46'00" East, a distance of 754.21 feet to an iron pipe; thence run North 00°14'00" West, a distance of 300.00 feet to an iron pipe; thence run South 89°46'00" West, a distance of 760.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for ingress, egress and public utilities over, under and across a 60 foot wide strip of land lying 30 feet of and on both sides of the following described centerline:

Commence at a concrete monument being the Northwest corner of Section 30, Township 8 South, Range 18 East for the point of reference and run North 01°14'30" West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North 89°46'00" East, along said centerline, a distance of 1764.97 feet; thence run South 01°20'21" East, a distance of 40.01 feet to the Southerly right of way line of County Road N.W. 26 and the True Point of Beginning of said centerline, easement lines will be lengthened or shortened to begin on said right of way line; thence continue South 01°20'21" East, a distance of 1952.31 feet to the point of curvature of a curve concave Northeasterly, said curve having a radius of 130.00 feet; thence run Southeasterly, along said curve, through an arc angle of 88°53'39", an arc distance of 201.69 feet to the point of tangency of said curve (chord bearing and distance of South 45°47'10" East, 182.07 feet, respectively); thence run North 89°46'00" East, a distance of 1266.58 feet to the point of curvature of a curve concave Northwesterly, said curve having a radius of 130.00 feet; thence run Northeasterly, along said curve, through an arc angle of 90°00'00" an arc distance of 204.20 feet to the point of tangency of said curve (chord bearing and distance of North 44°46'00" East, 183.85 feet, respectively); thence run North 00°14'00" West, a distance of 1950.00 feet to said Southerly right of way line of County Road N.W. 26 and the terminus of said centerline, easement lines will be lengthened or shortened to terminate on said Southerly right of way line

BEING ALSO DESCRIBED AS:

A portion of Section 30, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida; being more particularly described as follows:

Begin at a 4"x4" concrete monument (PRM LB 2389) at the northwest corner of Lot 4 of 'Alexander Court A Re-Plot of Parcel 1 of Quail Roost Estates, Unrecorded Subdivision', as per plat thereof, recorded in Plat Book 28, page 42 of the Public Records of Alachua County, Florida, and the northeast corner of that certain parcel of land as described in Official Records Book 3413, page 1206 of said Public Records, and run thence South 00°59'42" East, 299.99 feet to a 4"x4" concrete monument (PRM LB 2389) at the southwest corner of said Lot 4 and the southeast corner of said certain parcel of land; thence South 89°00'12" West, 754.35 feet to the southwest corner of said certain parcel of land and to a point of the east right-of-way line of N.W. 19th Terrace (60' Right-of-Way); thence North 02°06'06" West, along said east right-of-way line, 298.85 feet to the northwest corner of said certain parcel of land and to the southwest corner of Lot 44 of 'Quail Roost Unit 2', a subdivision as per plat thereof, recorded in Plat Book "N", page 22 of said Public Records; thence North 88°59'46" East, along the southerly boundary of said 'Quail Roost Unit 2', a distance of 760.14 feet to the Point of Beginning.

Containing 5.21 acres, more or less.

NOTES:

- BEARINGS AS SHOWN HEREON WERE PROJECTED FROM "GRID NORTH" BASED ON A BEARING OF N 89°04'28"E ON THE NORTH BOUNDARY OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 18 EAST BETWEEN THE STATE PLANE COORDINATES FOR THE N.E. AND N.W. CORNERS OF SAID SECTION PUBLISHED ON ALACHUA COUNTY CONTROL DENSIFICATION AND IDENTIFICATION OF LAND CORNERS PROJECT DATED DECEMBER 1988.
- BEARINGS AND DISTANCES SHOWN IN PARENTHESES () REFER TO LEGAL DESCRIPTION WHERE THEY DIFFER FROM FIELD MEASUREMENT.
- NO UNDERGROUND UTILITIES HAVE BEEN FIELD LOCATED.
- THERE MAY BE RESTRICTIONS OTHER THAN THOSE SHOWN HEREON WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

TAX PARCEL No. 03986-002-002
PARCEL No. 2 OF
QUAIL ROOST ESTATES
(UNRECORDED SUBDIVISION)
(O.R. 3413, PAGE 1206)
5.21 ACRES, ±
(227,131 SQUARE FEET)

PARCEL No. 4 OF
QUAIL ROOST ESTATES
(UNRECORDED SUBDIVISION)
TAX PARCEL No. 03986-002-004
NORTHERN ALACHUA HOLDINGS, L.L.C.
(O.R. 3729, PAGE 1066)
5.17 ACRES, ±

LEGEND OF SYMBOLS & ABBREVIATIONS:

CONC = CONCRETE
ID. = IDENTIFICATION
NO. = NUMBER
O.R. = OFFICIAL RECORDS BOOK
PGS. = PAGES
R/W = RIGHT OF WAY
SECTION 30-8-18 = SECTION 30, TOWNSHIP 8 SOUTH, RANGE 18 EAST
ANCH = GUY ANCHOR
■ = FOUND CONCRETE MONUMENT (size, ID)
● = FOUND REBAR & CAP (size, ID)
X LT PL = LIGHT POLE
O MTP = METER POLE
O PP = POWER POLE
TT TEPED = TELEPHONE PEDESTAL
-X- = FENCE LINE
-OHPL- = OVERHEAD POWER LINE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. COPYRIGHT © 2010

FLOOD INSURANCE RATE MAP STATEMENT

THE REAL PROPERTY SHOWN HEREON LIES WITHIN
ZONE(s) X (UNSHADED) AS DESIGNATED ON THE FLOOD
INSURANCE RATE MAP NUMBER 12001C01200; COMMUNITY
NUMBER: 120684; PANEL: 01200; EFFECTIVE DATE:
06/16/06. SAID MAP DESCRIBES ZONE(s) X (UNSHADED)
AS BEING "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL
CHANCE FLOODPLAIN."

877 53-56 04/16/10 04/22/10
Fieldbook Page Survey Date Drawing Completed Revised
PREPARED FOR: 1) BRIAN RUSSELL
2)
3)
4)
THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2009), FLORIDA STATUTES.
THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 04/16/10

ENG. DENMAN & ASSOCIATES, INC.
ENGINEERS-SURVEYORS-PLANNERS
2404 N.W. 43rd Street
Gainesville, FL 32608-6602
Tel. (352) 373-3541 Fax (352) 373-7249
Project No. 2010-138 S00
Corporate Authorization No. LB 2389
Drawn A.L.
Check B.G.
P.S.M. 4239

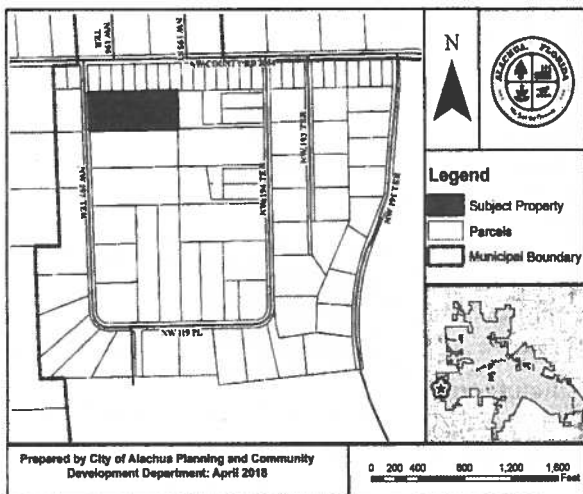
DATE OF PLAT DRAWING: 04/03/2018



City of ALACHUA

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

Notice is hereby given that the Planning & Zoning Board of the City of Alachua will hold a public hearing on May 8, 2018, 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 Clay Sweger, AICP, of EDA Engineers – Surveyors – Planners, Inc., applicant and agent, for Heather & Brian Russell, property owners, for consideration of the Replat of Lot 2 of Quail Roost Estates, an unrecorded subdivision. The replat proposes to subdivide the existing lot into a total of four (4) lots, consisting of a ± 5.21 acre subject property; located at 12413 NW 197th Terrace, south of Peggy Road (NW CR 2054) and the Quail Roost Unit 2 subdivision, and west of the Alexander Court subdivision; consisting of Tax Parcel No. 03986-002-002. Future Land Use Map (FLUM) Designation: Moderate Density Residential; Zoning: Residential Single Family – 1 (RSF-1).



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



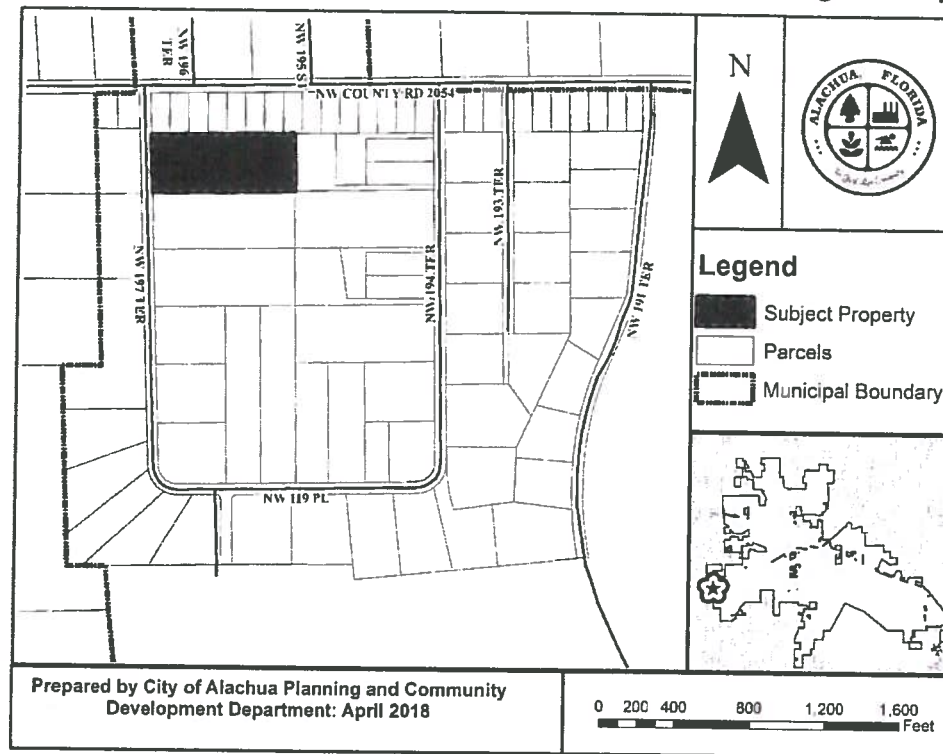
City of
ALACHUA

THE GOOD LIFE COMMUNITY

4/19/18 AJH

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 May 8, 2018, 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 Clay Sweger, AICP, of EDA Engineers – Surveyors – Planners, Inc., applicant and agent, for Heather & Brian Russell, property owners, for consideration of the Replat of Lot 2 of Quail Roost Estates, an unrecorded subdivision. The replat proposes to subdivide the existing lot into a total of four (4) lots, consisting of a ± 5.21 acre subject property; located at 12413 NW 197th Terrace, south of Peggy Road (NW CR 2054) and the Quail Roost Unit 2 subdivision, and west of the Alexander Court subdivision; consisting of Tax Parcel No. 03986-002-002. Future Land Use Map (FLUM) Designation: Moderate Density Residential; Zoning: Residential Single Family – 1 (RSF-1).



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

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

03986-002-007
TOWNSEND NICOLAS & LEANNA
12307 NW 197TH TER
ALACHUA, FL 32615

03986-002-005
PARKER HENRY JEFFERSON
12316 NW 194TH TER
ALACHUA, FL 32616

03986-003-000
SULLIVAN PAUL ARNELL &
CYNTHIA MARIE
12316 NW 197TH TER
ALACHUA, FL 32615

03987-001-000
SULLIVAN PAUL ARNELL &
CYNTHIA MARIE
12316 NW 197TH TER
ALACHUA, FL 32615

03986-020-002
MOBBS KIMBERLY M
12422 NW 194TH TER
ALACHUA, FL 32615-6030

03986-020-001
POWERS, ANGELA M
12484 NW 194TH TER
ALACHUA, FL 32615

03986-020-003
WABLE BRETT A & KAREN A
12486 NW 194TH TER
ALACHUA, FL 32615-7349

03892-010-002
CHAPMAN LINDA RICE
12775 NW 196TH TER
ALACHUA, FL 32615

03892-010-003
SMITH JAMES THOMAS
12776 NW 195TH ST
ALACHUA, FL 32615-8110

03892-010-004
EDVARDSSON LAUREL
12777 NW 195TH ST
ALACHUA, FL 32615

03986-020-004
COVIN & LEWANDOWSKA
14344 NW 142ND TER
ALACHUA, FL 32615

03986-002-002
RUSSELL, BRIAN & HEATHER
15640 NW 180TH AVE
ALACHUA, FL 32615

03986-004-035
PERKINS & TROST
19611 PEGGY RD
ALACHUA, FL 32615

03986-004-039
REIMAN LORI
19629 PEGGY RD
ALACHUA, FL 32615

03986-004-040
RAAB M J & MARY K
19631 PEGGY RD
ALACHUA, FL 32615-8147

03986-004-043
KEARNEY & KEARNEY
19707 PEGGY RD
ALACHUA, FL 32615-8148

03889-011-000
CATLOW ROBERT L
19720 NW COUNTY RD 2054
ALACHUA, FL 32615

03986-004-046
RANDOLPH RANDY R
19811 PEGGY RD
ALACHUA, FL 32615

03987-004-000
CONERLY & CONERLY
19903 NW COUNTY RD 2054
ALACHUA, FL 32615

03986-002-004
NORTHERN ALACHUA HOLDINGS
LLC
20638 NW 78TH AVE
ALACHUA, FL 32615

03892-000-000
GOHDE & GOHDE
268 NW 238TH AVE
NEWBERRY, FL 32669

03986-002-003
SULLIVAN, PAUL A & CINDY M
4551 NW 6TH ST
GAINESVILLE, FL 32609

03986-200-003
HENDERSON, DEVANANDA
MICHAEL
PO BOX 1
LACROSSE, FL 32658

03986-200-004
HENDERSON DEVANANDA
MICHAEL
PO BOX 1
LACROSSE, FL 32658

03986-004-033
MILLER, CHRISTY M
PO BOX 100
ALACHUA, FL 32616

03986-004-034
COOPER, CLYNELL
PO BOX 100
ALACHUA, FL 32616-0330

03986-004-036
CAIN, WALLACE R
PO BOX 100
ALACHUA, FL 32616

03986-004-037
CAIN WALLACE R
PO BOX 100
ALACHUA, FL 32616

03986-004-041
CAIN, WALLACE R
PO BOX 100
ALACHUA, FL 32616

03986-004-045
RANDOLPH, RANDY R
PO BOX 100
HIGH SPRINGS, FL 32655

03986-004-044
JACKSON TROY LEE & MICHELLE
LYNN
PO BOX 1211
HIGH SPRINGS, FL 32643

03986-004-038
GIARDINA MARY S
PO BOX 206
ALACHUA, FL 32616-0206

03986-004-042
AMIRA & CAIN
PO BOX 639
ALACHUA, FL 32615-0639

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 OF PLANNING
PO BOX 115050
GAINESVILLE, FL 32611

CRAIG PARENTEAU
FL DEPT. 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
INTERIM COUNTY MANAGER
12 SE 1ST STREET
GAINESVILLE, FL 32601

AFFIDAVIT FOR POSTED LAND USE SIGN

I Debbie Wallen, POSTED THE LAND USE
(Name)
SIGN ON 4-23-18 FOR THE Erickson's Way Final Plat (Minor S/D)
(Date) (State type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.

Debbie Wallen
(Signature)

1
(Number of signs)

U.S. TITLE
2622-B2 NW 43rd Street
Gainesville, FL 32606
Phone: (352) 372-7000 Fax (352) 377-2188

PROPERTY INFORMATION REPORT

Prepared For: BRIAN RUSSELL
U.S. Title File Number: UG-16356

Pursuant to your request, U.S. Title has caused a search to be made of the Public Records of ALACHUA County, Florida, solely as revealed by its title sources through **FEBRUARY 19, 2018 @ 08:00 AM**, and said search reveals the following:

1. The last deed of record purports to vest title in:
Brian Russell and Heather Russell, husband and wife by virtue of instrument recorded in Official Records Book **3413** Page **1206** of the Public Records of ALACHUA County, Florida.
2. The legal description of the land covered by this report is:
SEE EXHIBIT "A"
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this report appear of record:
 - (a) Mortgage from **Brian E. Russell and Heather M. Russell, husband and wife** to **Bank of America, N.A.**, recorded July 10, 2006, in Official Records Book **3413**, Page **1208**, of the Public Records of Alachua County, Florida, given to secure the original principal sum of **\$135,000.00**.

Copies of all matters affecting Title are included with this report

The Records of the Tax Collector's Office of ALACHUA County discloses the following tax information:

Real Estate Taxes for the year 2017 are PAID in the gross amount of \$1,116.70;
Assessed Value: \$43,600.00; Exemptions: NONE; Folio No.: 03986-002-002.

Miscellaneous Notes:
None

This report contains information as reflected in the Official Records of the County in which the property is located as of the date and time indicated above, and is not an attempt to pass opinion upon the validity of title shown. The names searched are as they appear in the chain of title; U.S. Title is not responsible for the accuracy of said records. This report is subject to corporate status, bankruptcy proceedings, water, garbage, and sewer charges and special assessments (including, but not limited to, street lighting assessments). Assignments of institutional mortgages may not be reported herein. If coverage is desired in relation to the matters set forth above, we suggest that you obtain a title insurance policy.

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

This Report Shall Not Be Used For The Issuance Of Title Insurance Or Preparation For Litigation.

U.S. Title

By: Sherna Gorman
 Authorized Signatory
Dated: 2/26/18

EXHIBIT "A"

A Tract of land situate in Section 30, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida, said Tract of land being known as Parcel Number 2, of an unrecorded subdivision prepared by William D. Parrish, Registered Florida Land Surveyor Number 1772 and being more particularly described as follows:

Commence at a concrete monument being the Northwest corner of the aforementioned Section 30, Township 8 South, Range 18 East, for the Point of Reference and run North 01 degrees 14 minutes 30 seconds West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a Railroad Spike at the centerline of County Road Northwest 26; thence run North 89 degrees 46 minutes 00 seconds East, along said centerline, a distance of 1794.98 feet; thence run South 01 degrees 20 minutes 21 seconds East, a distance of 260.05 feet to an iron pipe and the True Point of Beginning; thence continue South 01 degrees 20 minutes 21 seconds East, a distance of 300.06 feet to an iron pipe; thence run North 89 degrees 46 minutes 00 seconds East, a distance of 754.21 feet to an iron pipe; thence run North 00 degrees 14 minutes 00 seconds West, a distance of 300.00 feet to an iron pipe; thence run South 89 degrees 46 minutes 00 seconds West, a distance of 760.00 feet to the True Point of Beginning.

Together with an easement for ingress, egress and public utilities over, under and across a 60 foot wide strip of land lying 30 feet of and on both sides of the following described centerline:

Commence at a concrete monument being the Northwest corner of Section 30, Township 8 South, Range 18 East, for the Point of Reference and run North 01 degrees 14 minutes 30 seconds West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a Railroad Spike at the centerline of County Road Northwest 26; thence run North 89 degrees 46 minutes 00 seconds East, along said centerline, a distance of 1764.97 feet; thence run South 01 degrees 20 minutes 21 seconds East, a distance of 40.01 feet to the Southerly Right-of-Way line of County Road Northwest 26 and the true Point of Beginning of said centerline, easement lines will be lengthened or shortened to being on said Right-of-Way line thence continue South 01 degrees 20 minutes 21 seconds East, a distance of 1952.31 feet to the Point of Curvature of a curve concave Northeasterly, said curve having a Radius of 130.00 feet; thence run Southeasterly, along said curve, through an arc angle of 88 degrees 53 minutes 39 seconds, an arc distance of 201.69 feet to the Point of Tangency of said curve (chord bearing and distance of South 45 degrees 47 minutes 10 seconds East, 182.07 feet, respectively); thence run North 89 degrees 46 minutes 00 seconds East, a distance of 1266.58 feet to the Point of Curvature of a curve concave Northwesterly said curve having a Radius of 130.00 feet; thence run Northeasterly, along said curve, through an arc angle of 90 degrees 00 minutes 0 seconds, an arc distance of 204.20 feet to the Point of Tangency of said curve (chord bearing and distance of North 44 degrees 46 minutes 00 seconds East, 183.85 feet, respectively); thence run North 00 degrees 14 minutes 00 seconds West, a distance of 1950.00 feet to said Southerly Right-of-Way line of County Road Northwest 26 and the terminus of said centerline, easement lines will be lengthened or shortened to terminate on said Southerly Right-of-Way line, all lying and being situate in Alachua County, Florida.

REC. \$18.50
Doc. Stamps. \$1050.00
RETURN TO

U. S. Title
642 N.E. Santa Fe Blvd.
High Springs, FL 32643

USH - 3597

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2255557 2 PGS
2006 JUL 10 02:32 PM BK 3413 PG 1206
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK5 Receipt#291233

Doc Stamp-Deed: 1,050.00



2255557

Parcel I.D. No.: 03986-002-002 [Space Above This Line for Recording Data]

WARRANTY DEED

This Indenture made this 16th day of June, 2006 BETWEEN RUBY SOULIS DAVIS and ROBERT J. SANGMASTER, GRANTOR*, whose post office address is 824 FRIENDLY STREET, NO. FT. MYERS, FL 33903 and BRIAN RUSSELL and HEATHER RUSSELL, HUSBAND AND WIFE, GRANTEE*, whose post office address is 15640 NW 180TH AVENUE, ALACHUA, FL 32615.

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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 grantee and grantee's heirs forever the following described land located in the County of ALACHUA, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

GRANTORS warrant subject property does not constitute their homestead, nor is it contiguous thereto.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.

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, 2005.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

WITNESSES

Typed Name: Tamara L. Gill

Typed Name: Sandra E. Smith

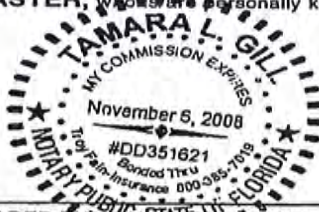
RUBY SOULIS DAVIS

ROBERT J. SANGMASTER

COUNTY OF Lee
STATE OF FLORIDA

THE FOREGOING INSTRUMENT was acknowledged before me on June 16th, 2006 by RUBY SOULIS DAVIS and ROBERT J. SANGMASTER, who ~~was~~ personally known to me or have produced their Driver's Licenses as identification.

(Seal)



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
Name: _____
COMMISSION EXPIRATION: _____

THIS INSTRUMENT WAS PREPARED BY JANETTE E. BOYD, an employee of U.S. TITLE, 642 N.E. SANTA FE BLVD., HIGH SPRINGS, FLORIDA 32643, as a necessary incident to fulfill the requirements of a Title Insurance Binder issued by it. USH-3597.

INSTRUMENT # 2255557
2 PGS

EXHIBIT "A"

A tract of land situated in Section 30, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida, said tract of land being known as Parcel No. 2 of an unrecorded subdivision prepared by William D. Parrish, Registered Florida Land Surveyor No. 1772 and being more particularly described as follows:

Commence at a concrete monument being the Northwest corner of the aforementioned Section 30, Township 8 South, Range 18 East for the point of reference and run North $01^{\circ}14'30''$ West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North $89^{\circ}46'00''$ East, along said centerline, a distance of 1794.98 feet; thence run South $01^{\circ}20'21''$ East, a distance of 260.05 feet to an iron pipe and the True Point of Beginning; thence continue South $01^{\circ}20'21''$ East, a distance of 300.06 feet to an iron pipe; thence run North $89^{\circ}46'00''$ East, a distance of 754.21 feet to an iron pipe; thence run North $00^{\circ}14'00''$ West, a distance of 300.00 feet to an iron pipe; thence run South $89^{\circ}46'00''$ West, a distance of 760.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for ingress, egress and public utilities over, under and across a 60 foot wide strip of land lying 30 feet of and on both sides of the following described centerline:

Commence at a concrete monument being the Northwest corner of Section 30, Township 8 South, Range 18 East for the point of reference and run North $01^{\circ}14'30''$ West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North $89^{\circ}46'00''$ East, along said centerline, a distance of 1764.97 feet; thence run South $01^{\circ}20'21''$ East, a distance of 40.01 feet to the Southerly right of way line of County Road N.W. 26 and the True Point of Beginning of said centerline, easements lines will be lengthened or shortened to begin on said right of way line; thence continue South $01^{\circ}20'21''$ East, a distance of 1952.31 feet to the point of curvature of a curve concave Northeasterly, said curve having a radius of 130.00 feet; thence run Southeasterly, along said curve, through an arc angle of $88^{\circ}53'39''$, an arc distance of 201.69 feet to the point of tangency of said curve (chord bearing and distance of South $45^{\circ}47'10''$ East, 182.07 feet, respectively); thence run North $89^{\circ}46'00''$ East, a distance of 1266.58 feet to the point of curvature of a curve concave Northwesterly, said curve having a radius of 130.00 feet; thence run Northwesterly, along said curve, through an arc angle of $90^{\circ}00'00''$ an arc distance of 204.20 feet to the point of tangency of said curve (chord bearing and distance of North $44^{\circ}46'00''$ East, 181.85 feet, respectively); thence run North $00^{\circ}14'00''$ West, a distance of 1950.00 feet to said Southerly right of way line of County Road N.W. 26 and the terminus of said centerline, easement lines will be lengthened or shortened to terminate on said Southerly right of way line.

INSTRUMENT # 2255558

23 PGS

Lender's address is 9000 SOUTHSIDE BLVD., #600, JACKSONVILLE, FL 322560000

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JUNE 16, 2006

The Note states that Borrower owes Lender ONE HUNDRED THIRTY FIVE THOUSAND AND 00/100

Dollars

(U.S. \$ 135,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2036

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "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.

(G) "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 | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☒ Other(s) [specify] |
| | | LOT LOAN RIDER |

(H) "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.

(I) "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.

(J) "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.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "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.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "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.

INSTRUMENT # 2255558
23 PGS

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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.

(P) "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 Lender, the following described property located in the COUNTY of ALACHUA :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

Parcel ID Number: 03996002002
12413 NORTHWEST 197TH TERRACE
ALACHUA
("Property Address"):

which currently has the address of
[Street]
[City], Florida 32615 [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."

INSTRUMENT # 2255558
23 PGS

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

INSTRUMENT # 2255558

23 PGS

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.

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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

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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

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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

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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. 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

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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

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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

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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

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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.

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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.

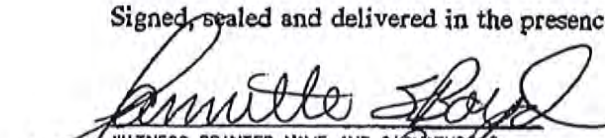
25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

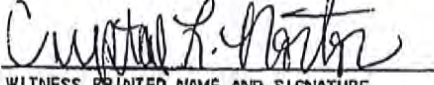
INSTRUMENT # 2255558

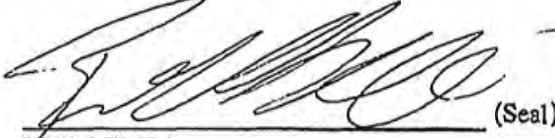
23 PGS

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.

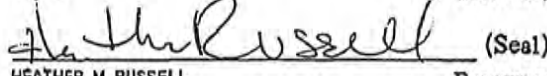
Signed, sealed and delivered in the presence of:


 WITNESS PRINTED NAME AND SIGNATURE
 JANNETTE S. BOYD


 WITNESS PRINTED NAME AND SIGNATURE
 Crystal L. Norton.

 (Seal)
 BRIAN E RUSSELL -Borrower

12413 NORTHWEST 197TH TERRACE, ALACHUA, FL,
 32615 (Address)

 (Seal)
 HEATHER M RUSSELL -Borrower

12413 NORTHWEST 197TH TERRACE, ALACHUA, FL,
 32615 (Address)

____ (Seal)
 -Borrower

(Address)

____ (Seal)
 -Borrower

(Address)

____ (Seal)
 -Borrower

(Address)

____ (Seal)
 -Borrower

(Address)

____ (Seal)
 -Borrower

(Address)

____ (Seal)
 -Borrower

(Address)

INSTRUMENT # 2255558
23 PGS

STATE OF FLORIDA,

Alachua

County ss:

The foregoing instrument was acknowledged before me this
by

6-16-06

Brian E. Russell and Heather M. Russell

who is personally known to me or who has produced *drivers license* as identification.



Jannette B. Boyd
MY COMMISSION # DD230532 EXPIRES
August 7, 2007
BONDED THROUGH TROY FAIN INSURANCE, INC.

Jannette B. Boyd
Notary Public

INSTRUMENT # 2255558

23 PGS

EXHIBIT "A"

A tract of land situated in Section 30, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida, said tract of land being known as Parcel No. 2 of an unrecorded subdivision prepared by William D. Parrish, Registered Florida Land Surveyor No. 1772 and being more particularly described as follows:

Commence at a concrete monument being the Northwest corner of the aforementioned Section 30, Township 8 South, Range 18 East for the point of reference and run North $01^{\circ}14'30''$ West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North $89^{\circ}46'00''$ East, along said centerline, a distance of 1794.98 feet; thence run South $01^{\circ}20'21''$ East, a distance of 260.05 feet to an iron pipe and the True Point of Beginning; thence continue South $01^{\circ}20'21''$ East, a distance of 300.06 feet to an iron pipe; thence run North $89^{\circ}46'00''$ East, a distance of 754.21 feet to an iron pipe; thence run North $00^{\circ}14'00''$ West, a distance of 300.00 feet to an iron pipe; thence run South $89^{\circ}46'00''$ West, a distance of 760.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for ingress, egress and public utilities over, under and across a 60 foot wide strip of land lying 30 feet of and on both sides of the following described centerline:

Commence at a concrete monument being the Northwest corner of Section 30, Township 8 South, Range 18 East for the point of reference and run North $01^{\circ}14'30''$ West, along the West line of Section 19, Township 8 South, Range 18 East, a distance of 125.21 feet to a railroad spike at the centerline of County Road N.W. 26; thence run North $89^{\circ}46'00''$ East, along said centerline, a distance of 1764.97 feet; thence run South $01^{\circ}20'21''$ East, a distance of 40.01 feet to the Southerly right of way line of County Road N.W. 26 and the True Point of Beginning of said centerline, easements lines will be lengthened or shortened to begin on said right of way line; thence continue South $01^{\circ}20'21''$ East, a distance of 1952.31 feet to the point of curvature of a curve concave Northeasterly, said curve having a radius of 130.00 feet; thence run Southeasterly, along said curve, through an arc angle of $88^{\circ}53'39''$, an arc distance of 201.69 feet to the point of tangency of said curve (chord bearing and distance of South $45^{\circ}47'10''$ East, 182.07 feet, respectively); thence run North $89^{\circ}46'00''$ East, a distance of 1266.58 feet to the point of curvature of a curve concave Northwesterly, said curve having a radius of 130.00 feet; thence run North-easterly, along said curve, through an arc angle of $90^{\circ}00'00''$ an arc distance of 204.20 feet to the point of tangency of said curve (chord bearing and distance of North $44^{\circ}46'00''$ East, 181.85 feet, respectively); thence run North $00^{\circ}14'00''$ West, a distance of 1950.00 feet to said Southerly right of way line of County Road N.W. 26 and the terminus of said centerline, easement lines will be lengthened or shortened to terminate on said Southerly right of way line.

INSTRUMENT # 2255558
23 PGS

LOAN # 6178725245

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 16TH day of JUNE, 2006, 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 BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 12413 NORTHWEST 197TH TERRACE, ALACHUA, FL 32615

[Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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 7.000 %. 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 FIRST day of JULY, 2011 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. The "Index" is:

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

Page 1 of 4

BA899R (0410)

VMP Mortgage Solutions, Inc. (800)521-7291 MGLR 06/16/06 12:15 PM 6178725245



INSTRUMENT # 2255558
23 PGS

THE ONE-YEAR LONDON INTERBANK OFFERED RATE ("LIBOR") WHICH IS THE AVERAGE OF INTERBANK OFFERED RATES FOR ONE-YEAR U.S. DOLLAR-DENOMINATED DEPOSITS IN THE LONDON MARKET, AS PUBLISHED IN THE WALL STREET JOURNAL. THE MOST RECENT INDEX FIGURE AVAILABLE AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the ☐ Nearest ☒ Next Highest ☐ Next Lowest 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 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.

☒ **Interest-Only Period**

The "Interest-only Period" is the period from the date of this Note through JULY 01, 2011. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, 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.

INSTRUMENT # 2255558

23 PGS

(D) Limits on Interest Rate Changes**(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)**

- ☐ (1) There will be no maximum limit on interest rate changes.
- ☐ (2) The interest rate I am required to pay at the first Change Date will not be greater than _____ % or less than _____ %.
- ☐ (3) My interest rate will never be increased or decreased on any single Change Date by more than _____ percentage points (_____ %) from the rate of interest I have been paying for the preceding period.
- ☒ (4) My interest rate will never be greater than 12.000 %, which is called the "Maximum Rate."
- ☐ (5) My interest rate will never be less than _____ %, which is called the "Minimum Rate."
- ☐ (6) My interest rate will never be less than the initial interest rate.
- ☒ (7) The interest rate I am required to pay at the first Change Date will not be greater than 12.000 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from the rate of interest I have been paying for the preceding period.

(E) Effective Date of Changes

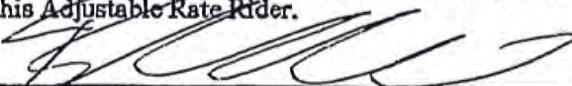
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

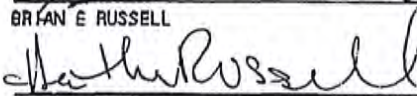
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer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

INSTRUMENT # 2255558
23 PGS

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


BRIAN E RUSSELL

(Seal)
-Borrower


HEATHER M RUSSELL

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

INSTRUMENT # 2255558
23 PGS

LOAN # 6178725245

LOT LOAN RIDER

THIS LOT LOAN RIDER is made this 16TH day of JUNE, 2006, 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" whether there are one or more persons undersigned) to secure Borrower's Note to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at

12413 NORTHWEST 197TH TERRACE, ALACHUA, FL 32615

(Property Address)

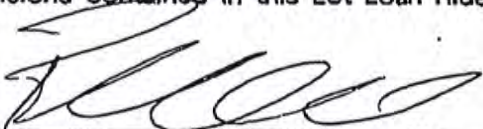
In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to the following:

BORROWER'S OCCUPANCY. To the extent that the Security Instrument requires the Borrower to occupy the Property, such requirement is null and void. Borrower shall have no obligation to occupy the Property. No other terms or conditions set forth in the Security Instrument shall be effected by this Rider.

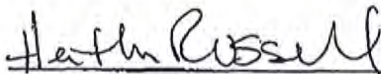


INSTRUMENT # 2255558
23 PGS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Lot Loan Rider.



BRIAN E RUSSELL (Seal)
Borrower



HEATHER M RUSSELL (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower



**2017 PAID REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

1015036

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
03986 002 002		1700

APPLICABLE VALUES AND EXEMPTIONS BELOW

12413 NW 197TH TER

RUSSELL, BRIAN & HEATHER
15640 NW 180TH AVE
ALACHUA, FL 32615

QUAIL ROOST ESTATES UNRECORDED S/D
LOT 2 OR 3413/1206

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.4648	43,600	0	43,600	369.07
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.2655	43,600	0	43,600	55.18
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP33 PROJECT (S01)	1.5000	43,600	0	43,600	65.40
SCHL DISCRNRY & CN (S01)	0.7480	43,600	0	43,600	32.61
SCHL GENERAL	4.3770	43,600	0	43,600	190.84
SCHOOL VOTED (S01)	1.0000	43,600	0	43,600	43.60
SUWANNEE RIVER WATER MGT DIST	0.4027	43,600	0	43,600	17.56
17 CITY OF ALACHUA	5.3900	43,600	0	43,600	235.00
TOTAL MILLAGE					23.1480
AD VALOREM TAXES					\$1,009.26

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

PAY ONLINE WITH E-CHECK**SCAN TO PAY****PAY ONLY ONE AMOUNT. ⬇**

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
R710 710 BOCC SOLID WASTE MGMT	1.000	@ 16.4700	16.47
C550 550 COUNTY FIRE SERVICES	1.000		90.97
NON-AD VALOREM ASSESSMENTS			\$107.44

COMBINED TAXES AND ASSESSMENTS \$1,116.70

If Paid By Please Pay	Dec 31, 2017 \$0.00				
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JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

**2017 PAID REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

1015036

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • PO BOX 142340 • GAINESVILLE, FL 32614-2340

ACCOUNT NUMBER	SITUS	MESSAGE
03986 002 002	12413 NW 197TH TER	

RUSSELL, BRIAN & HEATHER
15640 NW 180TH AVE
ALACHUA, FL 32615

IF PAID BY	PLEASE PAY
☐ Dec 31, 2017	\$0.00
☐	
☐	
☐	
☐	

Receipt # 17-0071449

\$1,083.20

Paid 12/27/2017

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