Regular City Commission Meeting
Agenda
December 13, 2021

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

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

Meeting Date: December 13, 2021

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

City Commission Meeting

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

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

A. Catalyst for Change Grant Recipient: Shernee Bellamy

B. Fiscal Analysis Report for FY 2020-2021 through September 30, 2021

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

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

A. Resolution 22-06: Savannah Station Phase 2B Off-Site Tree Mitigation Request

B. Savannah Station Phase IIB Final Plat: A request by Aaron Hickman, PSM., of CHW, Inc., applicant and agent for Fletcher Development, LLC. and Gloria's Way LLC, property owners, for consideration of the final plat of Savannah Station Phase IIB, which proposes to subdivide an ±15.64 acre subject property into a total of 64 lots, with associated common areas and right-of-way, consisting of Parcel number 03980-021-000 and a portion of Parcel Number 03980-022-000 (Quasi-Judicial Hearing).

V. AGENDA ITEMS

A. RFB 2022-01 Mowing and Landscaping Services for Municipal Complex/ Swick House, Skinner Park/Alachua Lions Club & TK Basin

B. Baywood Centre Lot 3 Final Plat: Acceptance of Maintenance Bond and Release of Common Law Performance Bond

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

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII.COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

CONSENT AGENDA ITEMS

November 15, 2021 City Commission Meeting Minutes

Commission Agenda Item

MEETING DATE: 12/13/2021
SUBJECT: Catalyst for Change Grant Recipient: Shernee Bellamy
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Mayor Coerper to present Shernee Bellamy with the Certificate of Appreciation.

Summary

Catalyst for Change is a competitive grant program that awards teachers and schools in Alachua County for projects that increase student engagement.

The 2021-2022 Catalyst for Change grants will provide opportunities for K-12 students that focus on improving literacy and raising student achievement. Ms. Bellamy said, "As a 2nd year Media Specialist at W.W. Irby Elementary School, I have been able to teach animation to 1st grade students. Now, I will have the opportunity to take those stories online which will allow them to flourish with their own mediums through the lens of Stop Motion Animation."

ATTACHMENTS:

Description

- Certificate

CERTIFICATE OF APPRECIATION

AWARDED TO

Shernee Bellamy

BY

THE CITY OF ALACHUA

In recognition of your outstanding work ethic, passion, and personal achievement

by receiving the Catalyst for Change Grant.

On behalf of the City Commission of the City of Alachua, Florida,

it is our honor to recognize such a great teacher!

We congratulate you!

Awarded this 13th day of December, 2021

Gib Coerper, Mayor

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 12/13/2021
SUBJECT: Fiscal Analysis Report for FY 2020-2021 through September 30, 2021
PREPARED BY: Robert Bonetti, Finance & Administrative Services Director

RECOMMENDED ACTION:
Receive the presentation.

Summary

The Finance and Administrative Services Director periodically prepares fiscal analysis reports for the purpose of conveying the City's general fiscal operating condition to the City Commission and the residents of the City of Alachua.

FINANCIAL IMPACT: No

BUDGETED: No

ATTACHMENTS:

Description

- Presentation 20210930
- Fiscal Analysis Report 20210930

CITY OF ALACHUA

FISCAL ANALYSIS REPORT

FISCAL YEAR 2020-2021

THROUGH SEPTEMBER 30, 2021

DECEMBER 13, 2021

Key Terms

- **Fiscal year: period beginning October 1, 2020 and ending September 30, 2021.**
- **Amended budget: budget including all changes since the beginning of the fiscal year.**
- **Period benchmark: percentage of fiscal year that has transpired - 100%.**
- **Encumbrances: Funds committed for future expenses.**

ALL FUNDS SUMMARY

	FY 20/21 AMENDED BUDGET	PERCENT OF TOTAL BUDGET
GENERAL FUND	13,573,977	29.31%
SPECIAL REVENUE FUNDS	1,806,251	3.90%
DEBT SERVICE FUND	858,176	1.85%
CAPITAL PROJECTS FUNDS	1,404,926	3.03%
ENTERPRISE FUNDS	25,529,132	55.13%
INTERNAL SERVICE FUND	3,138,619	6.78%
	46,311,081	**100.00%**

General Fund

- **Primary Revenue Source: Taxes**

- **Programs Funded:**
  - City Commission
  - City Manager (City Manager, Deputy City Clerk, Special Expense)
  - Human Resources
  - City Attorney
  - Finance & Admin. Svcs. (Finance, Grants, Purchasing, Facilities, Information & Tech.)
  - Community Planning & Development (Planning, Codes, Building Inspections)
  - Compliance & Risk Management
  - Residential Waste Collection
  - Public Works
  - Police
  - Recreation & Culture

General Fund

- **Sources of Funding (104%) –**
  - Current Revenues: $ 12.6M (93%)
  - Budgeted Balances: $ 1.5M (11%)
- **Uses of Funding (94%) –**
  - Expenses: $ 12.7M (94%)
  - Encumbrances: $ 89K (<1%)

Special Revenue Funds

- **Primary Revenue Source: Intergovernmental Revenue**

- **Programs Funded:**
  - Law Enforcement Training
  - Tree Bank
  - APD Explorers
  - T K Basin
  - Wild Spaces Public Places
  - Children's Trust
  - Donation
  - Community Redevelopment Agency (CRA)

Special Revenue Funds

- **Sources of Funding (106%) –**
  - Current Revenues: $ 1.3M (75%)
  - Budgeted Balances: $ 565K (31%)
- **Uses of Funding (32%) –**
  - Expenses: $ 557K (31%)
  - Encumbrances: $ 16K (1%)

Debt Service Fund

- **Primary Revenue Source: Inter-fund Transfers**

- **Programs Funded:**
  - **Section 108 Debt Payments**
  - **Series 2016 Debt Payments**

Debt Service Fund

- **Sources of Funding (100%) –**
  - Current Revenues: $ 857K (100%)
  - Budgeted Balances: $ 1K (<1%)
- **Uses of Funding (100%) –**
  - Expenses: $ 856K (100%)
  - Encumbrances: $ ------ (0%)

Capital Projects Funds

- **Primary Revenue Source: Intergovernmental Revenue**

- **Programs Funded:**
  - San Felasco Conservation Corridor
  - Heritage Oaks
  - Mill Creek Sink
  - Florida Job Growth
  - CDBG – Economic Development

Capital Projects Funds

- **Sources of Funding (87%) –**
  - Current Revenues: $ 1.2M (86%)
  - Budgeted Balances: $ 8K (1%)
- **Uses of Funding (96%) –**
  - Expenses: $ 452K (32%)
  - Encumbrances: $ 895K (64%)

Enterprise Funds

- **Primary Revenue Source: Charges for Services**

- **Programs Funded:**
  - **Electric**
  - **Water**
  - **Waste Water**
  - **Mosquito**

Enterprise Funds

- **Sources of Funding (103%) –**
  - Current Revenues: $ 20.0M (78%)
  - Budgeted Balances: $ 6.4M (25%)
- **Uses of Funding (89%) –**
  - Expenses: $ 22.4M (88%)
  - Encumbrances: $ 239K (1%)

Internal Service Fund

- **Primary Revenue Source: Charges for Services**

- **Programs Funded:**
  - **Utility Operations**
  - **Utility Billing**
  - **Utility Administration**
  - **Warehouse Operations**
  - **Compliance and Risk**
  - **Information & Technology**
  - **Water Distribution/Collection**

Internal Service Fund

- **Sources of Funding (100%) –**
  - Current Revenues: $ 2.1M (67%)
  - Balances: $ 1.0M (33%)
- **Uses of Funding (85%) –**
  - Expenses: $ 2.7M (85%)
  - Encumbrances: $ 2K (<1%)

ALL FUNDS SUMMARY

- **Amended FY 20/21 Budget = $ 46,311,081**

- **Sources of Funding (103%) –**
  - Current Revenues: $ 38.1M (82%)
  - Budgeted Balances: $ 9.6M (21%)

- **Uses of Funding (88%) –**
  - Expenses: $ 40.5M (87%)
  - Encumbrances: $ 353K (1%)

Investments / Cash Holdings

- **Investment portfolio total = $ 1,615,080.08**
  - State Board of Administration (SBA) = $ 1.1M
  - Money Market Account = $ 515K
  - Certificate of Deposit = $ 30K

- **Cash holdings total = $ 17,720,994.83**
  - Operating Account = $ 14.9M
  - CRA Account = $ 738K
  - Customer Deposit Accounts = $ 1.8M
  - Series 2016 Repayment Account = $ 18K
  - Section 108 Account = $ 0K
  - SRF Money Market account = $ 232K
  - Series 2019 Projects Account = $ 0K
  - Other Accounts = $ 34K

CONCLUSION

- **FY 20-21 Recap**
- **Audit On-Track / On-Going**



FINANCE AND ADMINISTRATIVE SERVICES
FISCAL ANALYSIS
FY 2020-2021
THROUGH SEPTEMBER 30, 2021

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INTRODUCTION TO FISCAL ANALYSIS REPORT

Purpose

The fiscal analysis report is used to report the operating condition of the City, and where applicable, identify potential trends and, if necessary, recommend options for corrective action. The report first looks at all City Funds, and then looks at the major fund types (General Fund, Enterprise Funds, etc.). This report is merely a snapshot that fairly represents the City's financial position at a given point in time. While materially accurate, these are unaudited figures.

Defining Revenue

Revenues are the financial resources available to the City. The City of Alachua has a variety of revenue sources. These revenue sources include taxes, permits and fees, charges for services, fines and forfeitures, grants, and other miscellaneous revenues.

Defining Expenditure

Expenditures constitute a use of financial resources. There are four basic types of expenditures: personal services, operating, capital and debt. Personal services include all salary and salary related expenditures. Operating expenditures include the day-to-day expenses such as supplies, utilities, and equipment purchases. Capital expenditures include construction of roads, parks, buildings and the purchase of land. Debt is the expense related to principal and interest on long-term bonds and notes issued by the City. Expenditure figures within this report include encumbrances. Encumbrances are expenditure commitments that have not yet been actually incurred.

Defining Expenditure Function

Expenditure functions are expenditure classifications according to the principal purposes for which expenditures are made. Examples are general government, public safety, economic environment, physical environment, transportation, and culture/recreation.

Defining Fund Balance

Fund balances are the funds carried over from the previous fiscal year. The City has a variety of uses for fund balance including reserve for future capital projects, for emergencies and catastrophes, for certain bond issues, and for other contingencies and expenditures.

Conclusion

The report gives a more comprehensive view by fund type of the financial operations of the City. The Finance and Administrative Services Department welcomes any feedback you may have.

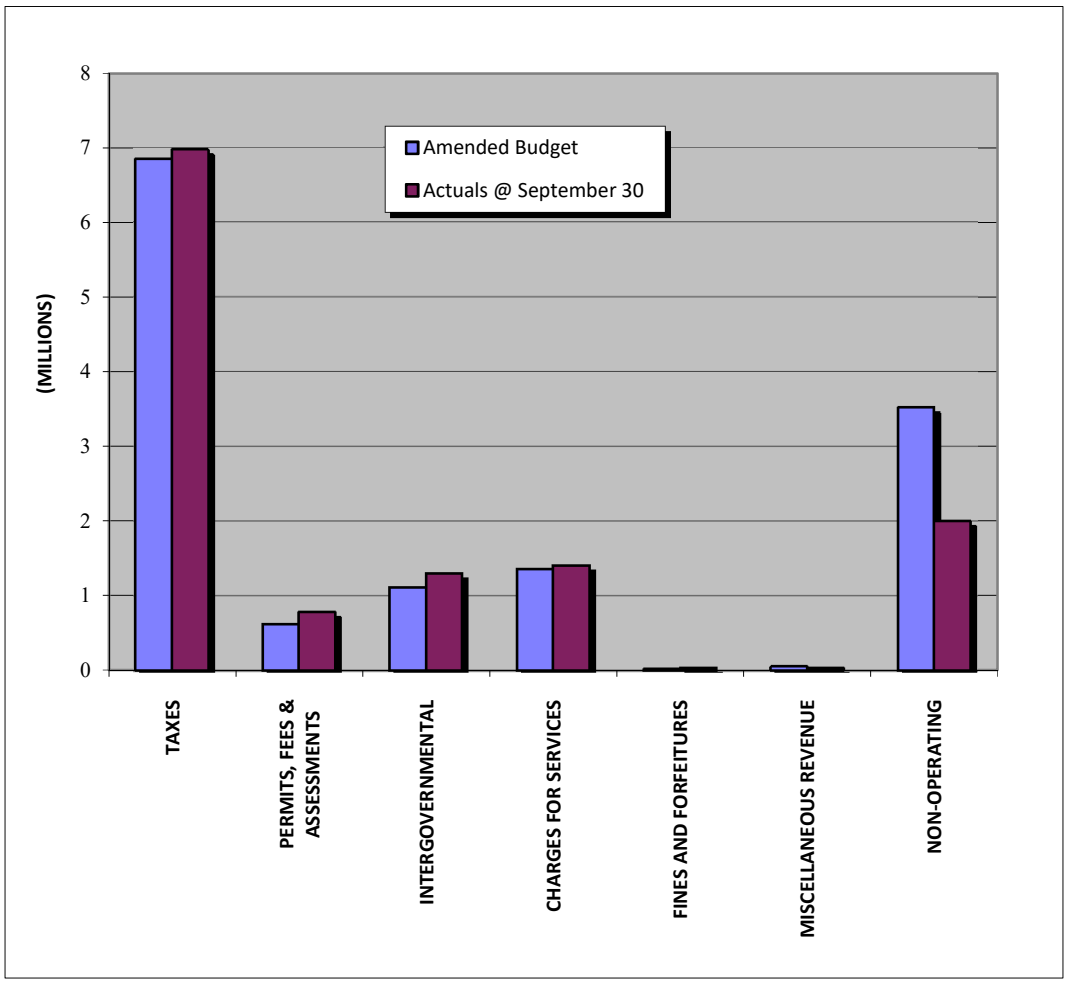
CITY OF ALACHUA **GENERAL FUND**
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

FUND 001 - GENERAL FUND: The General Fund is the general operating fund for the Alachua City Commission. This fund is used to account for all financial resources, except those required to be accounted for separately. These resources provide funding for programs such as Fire Services, Recreation Services, General Government Administration, Capital Improvement Projects, Law Enforcement and Planning Services to all residents of the City of Alachua.

	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	YEAR TO DATE FY 20/21	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	6,850,419	6,850,419	6,977,373	102%
PERMITS, FEES & ASSESSMENTS	624,515	624,515	787,149	126%
INTERGOVERNMENTAL	1,002,937	1,119,595	1,304,384	117%
CHARGES FOR SERVICES	1,295,495	1,368,095	1,415,202	103%
FINES AND FORFEITURES	27,000	27,000	40,762	151%
MISCELLANEOUS REVENUE	57,100	57,100	39,665	69%
NON-OPERATING	3,527,253	3,527,253	2,000,000	57%
	13,384,719	13,573,977	12,564,535	93%
EXPENSES:				
GENERAL GOVERNMENT	6,140,485	6,162,561	5,961,597	97%
PUBLIC SAFETY	3,950,862	4,089,950	4,003,698	98%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	712,850	723,020	710,190	98%
TRANSPORTATION	1,361,892	1,361,892	922,554	68%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	1,218,630	1,236,554	1,226,553	99%
	13,384,719	13,573,977	12,824,592	94%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	7,054,584	7,223,400	7,039,469	97%
OPERATING EXPENDITURES	3,406,752	3,595,836	3,399,072	95%
CAPITAL OUTLAY	1,707,145	1,712,259	1,345,693	79%
DEBT SERVICE	0	0	0	0%
GRANTS & AIDS	40,000	62,527	62,527	100%
NON-OPERATING	1,176,238	979,955	977,831	100%
POWER COSTS	0	0	0	0%
	13,384,719	13,573,977	12,824,592	94%

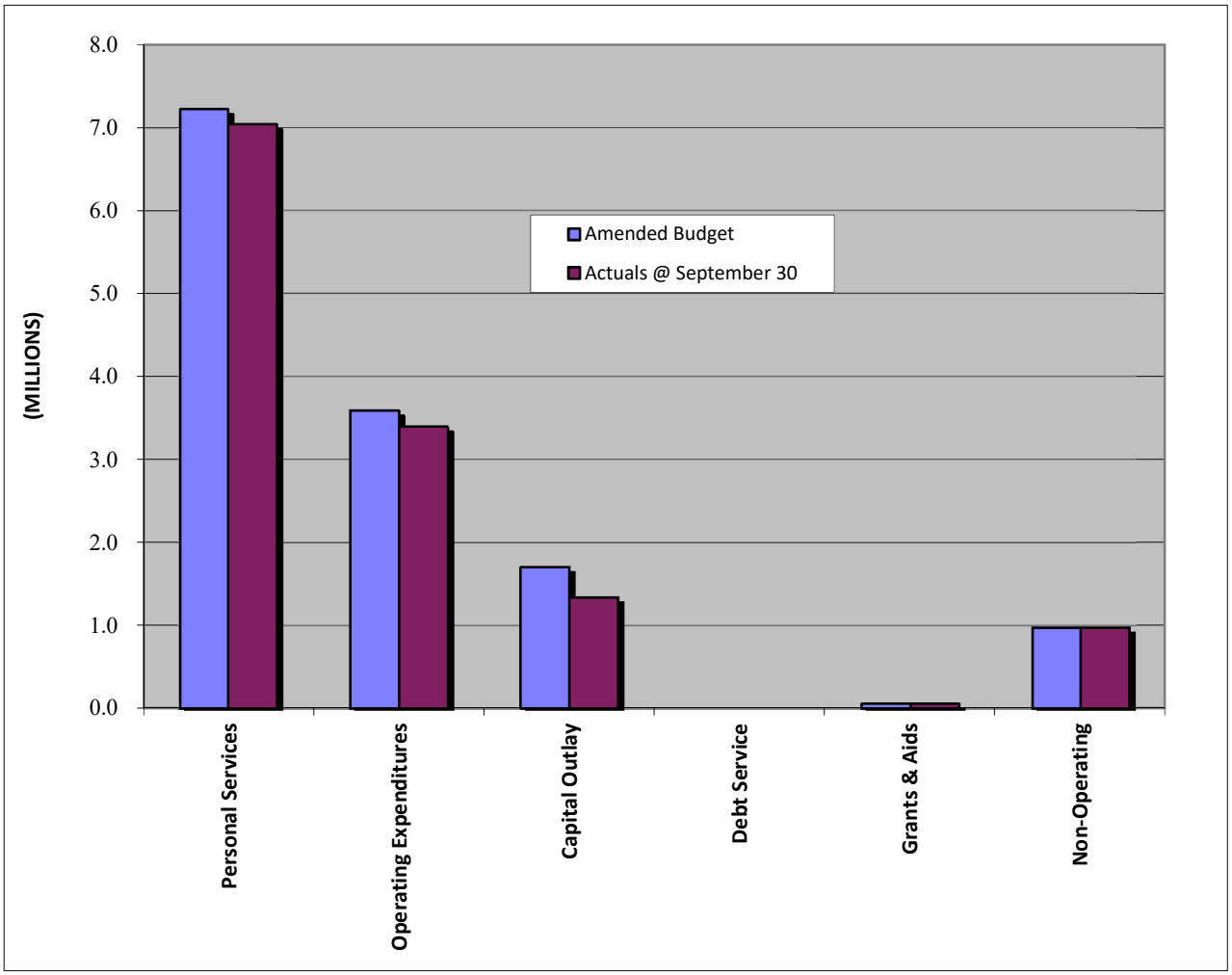
Revenues by Major Category
General Fund

As of September 30, 2021, the City of Alachua collected 93% of budgeted General Fund revenues. Tax collections are at 102%. These revenues include property taxes, local option fuel taxes, utility taxes, and communication services taxes and account for $6.8M, or just over half, of the General Fund annual budgeted revenues. Permits, Fees & Assessments are at 126%. The Intergovernmental Revenues are at 117%. Charges for Services are at 103%, Fines & Forfeitures are at 151%, Miscellaneous Revenues are at 69% and Non-Operating Revenues are at 57%.



Expenditures by Major Category
General Fund

Overall, General Fund expenditure categories were at 94%. Personal Services are at 97% with Operating Expenditures at 95%. The Capital Outlay category is at 79%, Grants & Aids are 100% and Non-Operating expenditures are at 100%. Encumbrances for legal and residential waste collection account for 0% of the expense line total ($0).



CITY OF ALACHUA **GENERAL FUND REVENUES**

FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

REVENUE SOURCE	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	YEAR TO DATE FY 20/21	PERCENT COLLECTED
TAXES				
AD VALOREM TAXES	4,701,906	4,701,906	4,727,001	101%
LOCAL OPTION FUEL TAXES	209,513	209,513	281,531	134%
UTILITY SERVICES TAXES	1,530,000	1,530,000	1,608,171	105%
COMMUNICATIONS SERVICES TAXES	360,000	360,000	321,121	89%
LOCAL BUSINESS TAXES	49,000	49,000	39,549	81%
SUBTOTAL	**6,850,419**	**6,850,419**	**6,977,373**	**102%**
PERMITS, FEES AND ASSESSMENTS				
BUILDING PERMITS	257,515	257,515	377,158	146%
FRANCHISE FEES	367,000	367,000	409,991	112%
SUBTOTAL	**624,515**	**624,515**	**787,149**	**126%**
INTERGOVERNMENTAL REVENUE				
STATE-SHARED REVENUES	871,098	886,098	1,086,502	123%
GRANTS	131,839	233,497	217,882	93%
SUBTOTAL	**1,002,937**	**1,119,595**	**1,304,384**	**117%**
CHARGES FOR SERVICES				
GENERAL GOVERNMENT	64,975	64,975	119,705	184%
PUBLIC SAFETY	312,000	384,600	337,387	88%
PHYSICAL ENVIRONMENT	831,420	831,420	831,301	100%
TRANSPORTATION	0	0	0	0%
CULTURE & RECREATION	87,100	87,100	126,809	146%
OTHER CHARGES FOR SVCS	0	0	0	0%
SUBTOTAL	**1,295,495**	**1,368,095**	**1,415,202**	**103%**
FINES & FORFEITURES				
FINES & FORFEITURES	27,000	27,000	40,422	150%
OTHER FINES & FORFEITURES	0	0	340	NA+
SUBTOTAL	**27,000**	**27,000**	**40,762**	**151%**
MISCELLANEOUS REVENUE				
INTEREST EARNINGS	30,000	30,000	4,816	16%
RENTS & ROYALTIES	0	0	0	0%
OTHER MISCELLANEOUS REVENUE	27,100	27,100	34,849	129%
SUBTOTAL	**57,100**	**57,100**	**39,665**	**69%**
NON-OPERATING				
CONTRIBUTIONS FROM ENTERPRISE	2,000,000	2,000,000	2,000,000	100%
FUND BALANCE & UNDER COLLECTION	1,527,253	1,527,253	0	0%
SUBTOTAL	**3,527,253**	**3,527,253**	**2,000,000**	**57%**
GENERAL FUND	**13,384,719**	**13,573,977**	**12,564,535**	**93%**

CITY OF ALACHUA **GENERAL FUND EXPENDITURES**

FINANCE DEPARTMENT ANALYSIS **BY MAJOR CATEGORY**

FOR THE PERIOD ENDING SEPTEMBER 30, 2021

DEPARTMENT/DIVISION	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
CITY COMMISSION						
PERSONAL SERVICES	105,794	105,794	100%	0	0%	100%
OPERATING EXPENDITURES	30,644	30,644	100%	0	0%	100%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**136,438**	**136,438**	**100%**	**0**	**0%**	**100%**
CITY MANAGER'S OFFICE						
PERSONAL SERVICES	582,124	582,124	100%	0	0%	100%
OPERATING EXPENDITURES	29,220	24,127	83%	0	0%	83%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
GRANTS & AIDS	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**611,344**	**606,251**	**99%**	**0**	**0%**	**99%**
DEPUTY CITY CLERK						
PERSONAL SERVICES	154,115	149,315	97%	0	0%	97%
OPERATING EXPENDITURES	54,695	50,078	92%	0	0%	92%
CAPITAL OUTLAY	6,509	6,508	100%	0	0%	100%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**215,319**	**205,901**	**96%**	**0**	**0%**	**96%**
CITY ATTORNEY						
OPERATING EXPENDITURES	242,920	233,861	96%	0	0%	96%
TOTAL EXPENDITURES	**242,920**	**233,861**	**96%**	**0**	**0%**	**96%**
INFORMATION & TECHNOLOGY SERVICES						
PERSONAL SERVICES	158,054	147,226	93%	0	0%	93%
OPERATING EXPENDITURES	110,060	107,847	98%	0	0%	98%
CAPITAL OUTLAY	259,587	259,021	100%	0	0%	100%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**527,701**	**514,094**	**97%**	**0**	**0%**	**97%**
FINANCE						
PERSONAL SERVICES	535,026	526,465	98%	0	0%	98%
OPERATING EXPENDITURES	92,082	79,141	86%	0	0%	86%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**627,108**	**605,606**	**97%**	**0**	**0%**	**97%**

CITY OF ALACHUA **GENERAL FUND EXPENDITURES**
FINANCE DEPARTMENT ANALYSIS **BY MAJOR CATEGORY**
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

DEPARTMENT/DIVISION	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
HUMAN RESOURCES						
PERSONAL SERVICES	189,290	189,290	100%	0	0%	100%
OPERATING EXPENDITURES	50,344	50,343	100%	0	0%	100%
CAPITAL OUTLAY	1,500	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**241,134**	**239,633**	**99%**	**0**	**0%**	**99%**
FACILITIES MAINTENANCE						
PERSONAL SERVICES	495,402	483,680	98%	0	0%	98%
OPERATING EXPENDITURES	210,108	210,107	100%	0	0%	100%
CAPITAL OUTLAY	557,404	502,584	90%	0	0%	90%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**1,262,914**	**1,196,371**	**95%**	**0**	**0%**	**95%**
GRANTS & CONTRACTS						
PERSONAL SERVICES	0	0	0%	0	0%	0%
OPERATING EXPENDITURES	8,500	1,064	13%	0	0%	13%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**8,500**	**1,064**	**13%**	**0**	**0%**	**13%**
CP&D-PLANNING & DEVELOPMENT						
PERSONAL SERVICES	479,204	479,204	100%	0	0%	100%
OPERATING EXPENDITURES	104,470	70,197	67%	3,170	3%	70%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**583,674**	**549,401**	**94%**	**3,170**	**1%**	**95%**
COMPLIANCE & RISK MANAGEMENT						
PERSONAL SERVICES	319,759	319,759	100%	0	0%	100%
OPERATING EXPENDITURES	46,509	24,445	53%	0	0%	53%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**366,268**	**344,204**	**94%**	**0**	**0%**	**94%**
CP&D-BEAUTIFICATION BOARD						
OPERATING EXPENDITURES	20,000	18,693	93%	0	0%	93%
TOTAL EXPENDITURES	**20,000**	**18,693**	**93%**	**0**	**0%**	**93%**

CITY OF ALACHUA **GENERAL FUND EXPENDITURES**
FINANCE DEPARTMENT ANALYSIS **BY MAJOR CATEGORY**
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

DEPARTMENT/DIVISION	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
SPECIAL EXPENSE						
PERSONAL SERVICES	6,764	1,934	29%	0	0%	29%
OPERATING EXPENDITURES	194,495	194,494	100%	0	0%	100%
CAPITAL OUTLAY	76,450	71,074	93%	0	0%	93%
GRANTS & AIDS	62,527	62,527	100%	0	0%	100%
NON-OPERATING	979,005	976,881	100%	0	0%	100%
TOTAL EXPENDITURES	**1,319,241**	**1,306,910**	**99%**	**0**	**0%**	**99%**
PS-SOLID WASTE DISPOSAL						
OPERATING EXPENDITURES	722,070	709,240	98%	0	0%	98%
NON-OPERATING	950	950	0%	0	0%	0%
TOTAL EXPENDITURES	**723,020**	**710,190**	**98%**	**0**	**0%**	**98%**
PS-PUBLIC WORKS						
PERSONAL SERVICES	520,366	385,225	74%	0	0%	74%
OPERATING EXPENDITURES	311,526	299,347	96%	2,236	1%	97%
CAPITAL OUTLAY	530,000	235,746	44%	0	0%	44%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**1,361,892**	**920,318**	**68%**	**2,236**	**0%**	**68%**
BUILDING INSPECTIONS						
PERSONAL SERVICES	196,469	196,468	100%	0	0%	100%
OPERATING EXPENDITURES	99,515	28,602	29%	0	0%	29%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**295,984**	**225,070**	**76%**	**0**	**0%**	**76%**
APD-PATROL & ADMIN						
PERSONAL SERVICES	2,608,985	2,608,984	100%	0	0%	100%
OPERATING EXPENDITURES	554,751	506,813	91%	43,738	8%	99%
CAPITAL OUTLAY	108,016	108,015	100%	0	0%	100%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**3,271,752**	**3,223,812**	**99%**	**43,738**	**1%**	**100%**

CITY OF ALACHUA **GENERAL FUND EXPENDITURES**
FINANCE DEPARTMENT ANALYSIS **BY MAJOR CATEGORY**
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

DEPARTMENT/DIVISION	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
APD-COMMUNICATIONS						
PERSONAL SERVICES	380,909	372,862	98%	0	0%	98%
OPERATING EXPENDITURES	36,097	34,458	95%	0	0%	95%
CAPITAL OUTLAY	82,608	82,560	100%	0	0%	100%
TOTAL EXPENDITURES	**499,614**	**489,880**	**98%**	**0**	**0%**	**98%**
APD-SCHOOL CROSSING GUARDS						
OPERATING EXPENDITURES	20,100	19,926	99%	0	0%	99%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**20,100**	**19,926**	**99%**	**0**	**0%**	**99%**
APD-EXPLORERS PROGRAM						
OPERATING EXPENDITURES	1,025	21	2%	0	0%	2%
TOTAL EXPENDITURES	**1,025**	**21**	**2%**	**0**	**0%**	**2%**
APD-RESERVE PROGRAM						
OPERATING EXPENDITURES	1,475	1,251	85%	0	0%	85%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**1,475**	**1,251**	**85%**	**0**	**0%**	**85%**
RECREATION & CULTURE						
PERSONAL SERVICES	491,139	491,139	100%	0	0%	100%
OPERATING EXPENDITURES	655,230	644,843	98%	10,386	2%	100%
CAPITAL OUTLAY	90,185	50,861	56%	29,324	33%	89%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**1,236,554**	**1,186,843**	**96%**	**39,710**	**3%**	**99%**
GENERAL FUND	**13,573,977**	**12,735,738**	**94%**	**88,854**	**1%**	**94%**

CITY OF ALACHUA **SPECIAL REVENUE FUNDS**
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

FUND VARIOUS - SPECIAL REVENUE FUNDS: Special Revenue Funds are used to account for the proceeds of specific revenue sources that are designated for specified purposes or are restricted in use.

	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	YEAR TO DATE FY 20/21	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	535,793	535,793	684,556	128%
PERMITS, FEES & ASSESSMENTS	10,560	10,560	41,316	391%
INTERGOVERNMENTAL REVENUE	364,535	464,595	396,191	85%
CHARGES FOR SERVICES	0	29,600	15,072	51%
FINES AND FORFEITURES	2,800	2,800	5,446	195%
MISCELLANEOUS REVENUE	7,950	7,950	12,975	163%
NON-OPERATING	754,953	754,953	191,106	25%
	1,676,591	1,806,251	1,346,662	75%
EXPENSES:				
GENERAL GOVERNMENT	67,735	67,735	12,805	19%
PUBLIC SAFETY	11,200	11,200	2,090	19%
ECONOMIC ENVIRONMENT	932,050	932,050	410,161	44%
PHYSICAL ENVIRONMENT	24,300	24,300	17,253	71%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	83,723	213,383	128,523	60%
CULTURE & RECREATION	557,583	557,583	2,024	0%
	1,676,591	1,806,251	572,856	32%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	114,102	114,102	77,745	68%
OPERATING EXPENDITURES	985,003	1,114,663	387,989	35%
CAPITAL OUTLAY	443,206	443,206	7,843	2%
DEBT SERVICE	99,280	99,280	99,279	100%
GRANTS & AIDS	25,000	25,000	0	0%
NON-OPERATING	10,000	10,000	0	0%
	1,676,591	1,806,251	572,856	32%

CITY OF ALACHUA **SPECIAL REVENUE FUNDS REVENUES**

FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

REVENUE SOURCE	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	RECEIVED TO DATE FY 20/21	PERCENT COLLECTED
TAXES				
DISCRETIONARY SALES SURTAX	535,793	535,793	684,556	128%
SUBTOTAL	**535,793**	**535,793**	**684,556**	**128%**
PERMITS, FEES AND ASSESSMENTS				
OTHER CHARGES AND FEES	0	0	30,702	NA+
SPECIAL ASSESSMENTS	10,560	10,560	10,614	101%
SUBTOTAL	**10,560**	**10,560**	**41,316**	**391%**
INTERGOVERNMENTAL REVENUE				
FEDERAL GRANTS	0	0	0	0%
STATE GRANTS	0	0	0	0%
GRANTS FROM OTHER LOCAL UNITS	83,723	183,783	116,322	63%
PAYMENTS FROM LOCAL UNITS (FOR CRA)	280,812	280,812	279,869	100%
SUBTOTAL	**364,535**	**464,595**	**396,191**	**85%**
CHARGES FOR SERVICES				
CULTURE & RECREATION	0	29,600	15,072	51%
OTHER MISCELLANEOUS CHARGES	0	0	0	0%
SUBTOTAL	**0**	**29,600**	**15,072**	**51%**
FINES AND FORFEITURES				
ADDT'L CRT COSTS-$2 FOR LEO TRAINING	2,800	2,800	5,446	195%
SUBTOTAL	**2,800**	**2,800**	**5,446**	**195%**
MISCELLANEOUS REVENUE				
INTEREST INCOME	450	450	500	111%
RENTALS AND LEASES	7,500	7,500	12,475	166%
CONTRIBUTIONS AND DONATIONS	0	0	0	0%
OTHER MISCELLANEOUS REVENUE	0	0	0	0%
SUBTOTAL	**7,950**	**7,950**	**12,975**	**163%**
NON-OPERATING				
DEBT PROCEEDS	0	0	0	0%
TRANSFER IN	190,456	190,456	191,106	100%
USE OF FUND BALANCE/UNDERCOLLECTION	564,497	564,497	0	0%
SUBTOTAL	**754,953**	**754,953**	**191,106**	**25%**
SPECIAL REVENUE FUNDS	**1,676,591**	**1,806,251**	**1,346,662**	**75%**

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

SPECIAL REVENUE FUNDS EXPENDITURES
BY MAJOR CATEGORY

SPECIAL REVENUE FUND	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
ADDT'L COURT COST-$2 FOR LEO TRAINING FUND						
OPERATING EXPENDITURES	6,200	2,090	34%	0	0%	34%
TOTAL EXPENDITURES	**6,200**	**2,090**	**34%**	**0**	**0%**	**34%**
TREE BANK FUND						
OPERATING EXPENDITURES	67,735	12,805	19%	0	0%	19%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**67,735**	**12,805**	**19%**	**0**	**0%**	**19%**
EXPLORER SPECIAL REVENUE FUND						
OPERATING EXPENDITURES	5,000	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**5,000**	**0**	**0%**	**0**	**0%**	**0%**
TK BASIN SPECIAL ASSESSMENT						
OPERATING EXPENDITURES	24,300	17,253	71%	0	0%	71%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**24,300**	**17,253**	**71%**	**0**	**0%**	**71%**
WILD SPACES PUBLIC PLACES FUND						
OPERATING EXPENDITURES	445,793	0	0%	0	0%	0%
CAPITAL OUTLAY	90,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	**535,793**	**0**	**0%**	**0**	**0%**	**0%**
CHILDREN'S TRUST FUND						
OPERATING EXPENDITURES	213,383	128,523	60%	0	0%	60%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**213,383**	**128,523**	**60%**	**0**	**0%**	**60%**
DONATION FUND						
OPERATING EXPENDITURES	21,790	2,024	9%	0	0%	9%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**21,790**	**2,024**	**9%**	**0**	**0%**	**9%**

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

SPECIAL REVENUE FUNDS EXPENDITURES
BY MAJOR CATEGORY

SPECIAL REVENUE FUND	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
CRA FUND						
PERSONAL SERVICES	114,102	77,745	68%	0	0%	68%
OPERATING EXPENDITURES	330,462	217,111	66%	8,183	2%	68%
CAPITAL OUTLAY	353,206	0	0%	7,843	2%	2%
DEBT SERVICE	99,280	99,279	100%	0	0%	100%
AIDS TO PRIVATE ORGANIZATIONS	25,000	0	0%	0	0%	0%
NON OPERATING	10,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	**932,050**	**394,135**	**42%**	**16,026**	**2%**	**44%**
SPECIAL REVENUE FUNDS	**1,806,251**	**556,830**	**31%**	**16,026**	**1%**	**32%**

CITY OF ALACHUA **DEBT SERVICE FUND**
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

FUND 070 - DEBT SERVICE FUND: The Debt Service Fund is used to account for the accumulation of resources for, and the payment of the City's general long-term debt, interest, and other related debt service charges. Debt obligations related to the Enterprise funds are accounted for in those specific funds.

	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	YEAR TO DATE FY 20/21	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	0	0%
INTERGOVERNMENTAL	0	0	0	0%
CHARGES FOR SERVICES	0	0	0	0%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	0	0	89	NA+
NON-OPERATING	858,176	858,176	857,416	100%
	858,176	858,176	857,505	100%
EXPENSES:				
GENERAL GOVERNMENT	858,176	858,176	856,326	100%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	0	0	0	0%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	0	0	0	0%
	858,176	858,176	856,326	100%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	0	0	0	0%
OPERATING EXPENDITURES	0	0	0	0%
CAPITAL OUTLAY	0	0	0	0%
DEBT SERVICE	858,176	858,176	856,326	100%
GRANTS & AIDS	0	0	0	0%
NON-OPERATING	0	0	0	0%
POWER COSTS	0	0	0	0%
	858,176	858,176	856,326	100%

CITY OF ALACHUA **DEBT SERVICE FUND REVENUES**

FINANCE DEPARTMENT ANALYSIS

FOR THE PERIOD ENDING SEPTEMBER 30, 2021

REVENUE SOURCE	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	YEAR TO DATE FY 20/21	PERCENT COLLECTED
MISCELLANEOUS REVENUE				
INTEREST EARNINGS	0	0	89	NA+
OTHER MISCELLANEOUS REVENUE	0	0	0	0%
SUBTOTAL	**0**	**0**	**89**	NA+
NON OPERATING				
CONTRIBUTIONS FROM ENTERPRISE	71,645	71,645	71,641	100%
DEBT PROCEEDS	0	0	0	0%
TRANSFER IN-GF	785,782	785,782	785,775	100%
FUND BALANCE & UNDER COLLECTION	749	749	0	0%
SUBTOTAL	**858,176**	**858,176**	**857,416**	**100%**
DEBT SERVICE FUND	**858,176**	**858,176**	**857,505**	**100%**

CITY OF ALACHUA **DEBT SERVICE FUND EXPENDITURES**
FINANCE DEPARTMENT ANALYSIS **BY MAJOR CATEGORY**
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

DEBT OBLIGATION	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
OTHER DEBT COSTS						
DEBT SERVICE	750	750	100%	0	0%	100%
	750	**750**	**100%**	**0**	**0%**	**100%**
SECTION 108 LOAN						
DEBT SERVICE	204,700	204,700	100%	0	0%	100%
TOTAL EXPENDITURES	**204,700**	**204,700**	**100%**	**0**	**0%**	**100%**
SERIES 2016 CAPITAL IMPROVEMENT						
DEBT SERVICE	652,726	650,876	100%	0	0%	100%
TOTAL EXPENDITURES	**652,726**	**650,876**	**100%**	**0**	**0%**	**100%**
DEBT SERVICE FUND	**858,176**	**856,326**	**100%**	**0**	**0%**	**100%**

CITY OF ALACHUA **CAPITAL PROJECTS FUNDS**
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

FUND 3XX - CAPITAL PROJECTS FUNDS: Capital Project Funds are used to account for financial resources to be used for the acquisition, construction, or improvement of major capital facilities (other than those financed by the Enterprise Funds or Special Assessments).

	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	YEAR TO DATE FY 20/21	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	0	0%
INTERGOVERNMENTAL REVENUE	750,877	1,396,776	1,205,940	86%
CHARGES FOR SERVICES	0	0	0	0%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	0	0	2	NA+
NON-OPERATING	8,150	8,150	0	0%
	759,027	1,404,926	1,205,942	86%
EXPENSES:				
GENERAL GOVERNMENT	0	0	0	0%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	721,234	1,367,133	1,326,792	97%
TRANSPORTATION	33,969	33,969	20,097	59%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	3,824	3,824	0	0%
	759,027	1,404,926	1,346,889	96%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	0	0	0	0%
OPERATING EXPENDITURES	25,247	25,247	17,097	68%
CAPITAL OUTLAY	733,780	1,379,679	1,329,792	96%
DEBT SERVICE	0	0	0	0%
GRANTS & AIDS	0	0	0	0%
NON-OPERATING	0	0	0	0%
POWER COSTS	0	0	0	0%
	759,027	1,404,926	1,346,889	96%

CITY OF ALACHUA **CAPITAL PROJECTS FUNDS REVENUES**

FINANCE DEPARTMENT ANALYSIS

FOR THE PERIOD ENDING SEPTEMBER 30, 2021

REVENUE SOURCE	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	RECEIVED TO DATE FY 20/21	PERCENT COLLECTED
TAXES				
DISCRETIONARY SALES SURTAX	0	0	0	0%
SUBTOTAL	**0**	**0**	**0**	**0%**
INTERGOVERNMENTAL REVENUE				
FEDERAL GRANTS	17,097	17,097	9,000	53%
STATE GRANTS	733,780	1,379,679	1,196,940	87%
GRANTS FROM OTHER LOCAL UNITS	0	0	0	0%
SUBTOTAL	**750,877**	**1,396,776**	**1,205,940**	**86%**
MISCELLANEOUS REVENUE				
INTEREST INCOME	0	0	2	NA+
OTHER MISCELLANEOUS REVENUE	0	0	0	0%
SUBTOTAL	**0**	**0**	**2**	**NA+**
NON-OPERATING				
DEBT PROCEEDS	0	0	0	0%
TRANSFERS IN	0	0	0	0%
USE OF FUND BALANCE	8,150	8,150	0	0%
SUBTOTAL	**8,150**	**8,150**	**0**	**0%**
CAPITAL PROJECTS FUNDS	**759,027**	**1,404,926**	**1,205,942**	**86%**

CITY OF ALACHUA **CAPITAL PROJECTS FUNDS EXPENDITURES**
FINANCE DEPARTMENT ANALYSIS **BY MAJOR CATEGORY**
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

CAPITAL PROJECT	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
SAN FELASCO CONSERVATION CORRIDOR						
OPERATING EXPENDITURES	3,824	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**3,824**	**0**	**0%**	**0**	**0%**	**0%**
HERITAGE OAKS						
OPERATING EXPENSES	4,326	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**4,326**	**0**	**0%**	**0**	**0%**	**0%**
MILL CREEK SINK FUND						
OPERATING EXPENDITURES	0	0	0%	0	0%	0%
CAPITAL OUTLAY	1,362,807	438,080	32%	888,712	65%	97%
TOTAL EXPENDITURES	**1,362,807**	**438,080**	**32%**	**888,712**	**65%**	**97%**
FL JOB GROWTH - SAN FELASCO PARKWAY						
OPERATING EXPENDITURES	0	0	0%	0	0%	0%
CAPITAL OUTLAY	16,872	3,000	18%	0	0%	18%
TOTAL EXPENDITURES	**16,872**	**3,000**	**18%**	**0**	**0%**	**18%**
CDBG - ECONOMIC DEVELOPMENT						
OPERATING EXPENDITURES	17,097	10,797	63%	6,300	37%	100%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**17,097**	**10,797**	**63%**	**6,300**	**37%**	**100%**
CAPITAL PROJECT FUNDS	**1,404,926**	**451,877**	**32%**	**895,012**	**64%**	**96%**

CITY OF ALACHUA **ENTERPRISE FUNDS**
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

FUND 010, 020, 030, 042 - ENTERPRISE FUNDS: Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises in which the intent of the governing body is that all costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The City's Electric, Water, Wastewater, and Mosquito Control services reside in Enterprise funds.

	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	YEAR TO DATE FY 20/21	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	0	0%
INTERGOVERNMENTAL REVENUE	15,000	15,000	15,000	100%
CHARGES FOR SERVICES	18,819,278	18,819,278	19,367,660	103%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	285,150	285,150	632,897	222%
NON-OPERATING	6,409,704	6,409,704	0	0%
	25,529,132	25,529,132	20,015,557	78%
EXPENSES:				
GENERAL GOVERNMENT	0	0	0	0%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	25,529,132	25,529,132	22,613,533	89%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	0	0	0	0%
	25,529,132	25,529,132	22,613,533	89%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	1,835,403	1,855,550	1,649,848	89%
OPERATING EXPENDITURES	1,702,702	2,014,894	1,828,341	91%
CAPITAL OUTLAY	8,228,560	7,885,560	5,704,635	72%
DEBT SERVICE	996,125	996,125	988,657	99%
GRANTS AND AIDS	0	0	0	0%
NON-OPERATING	4,276,342	4,287,003	4,166,998	97%
POWER COSTS	8,490,000	8,490,000	8,275,054	97%
	25,529,132	25,529,132	22,613,533	89%

CITY OF ALACHUA **ENTERPRISE FUNDS REVENUES**
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

REVENUE SOURCE	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	RECEIVED TO DATE FY 20/21	PERCENT COLLECTED
INTERGOVERNMENTAL REVENUE				
FEDERAL GRANTS	15,000	15,000	15,000	100%
SUBTOTAL	**15,000**	**15,000**	**15,000**	**100%**
CHARGES FOR SERVICES				
PHYSICAL ENVIRONMENT-ELECTRIC	14,261,884	14,261,884	14,332,165	100%
PHYSICAL ENVIRONMENT-WATER	1,775,000	1,775,000	2,017,931	114%
PHYSICAL ENVIRONMENT-WASTEWATER	2,722,394	2,722,394	2,956,393	109%
PHYSICAL ENVIRONMENT-MOSQUITO	60,000	60,000	61,171	102%
SUBTOTAL	**18,819,278**	**18,819,278**	**19,367,660**	**103%**
MISCELLANEOUS REVENUE				
INTEREST EARNINGS	16,550	16,550	5,848	35%
RENTS & ROYALTIES	32,000	32,000	32,472	101%
OTHER MISCELLANEOUS REVENUE	236,600	236,600	594,577	251%
SUBTOTAL	**285,150**	**285,150**	**632,897**	**222%**
NON-OPERATING				
DEBT PROCEEDS	0	0	0	0%
TRANSFERS IN	0	0	0	0%
FUND BALANCE & UNDER COLLECTION	6,409,704	6,409,704	0	0%
SUBTOTAL	**6,409,704**	**6,409,704**	**0**	**0%**
ENTERPRISE FUNDS	**25,529,132**	**25,529,132**	**20,015,557**	**78%**

CITY OF ALACHUA **ENTERPRISE FUNDS EXPENDITURES**
FINANCE DEPARTMENT ANALYSIS **BY MAJOR CATEGORY**
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

DEPARTMENT/DIVISION	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
ELECTRIC UTILITY						
PERSONAL SERVICES	1,089,212	944,204	87%	0	0%	87%
OPERATING EXPENDITURES	861,597	794,684	92%	48,202	6%	98%
CAPITAL OUTLAY	6,041,495	4,410,484	73%	121,158	2%	75%
DEBT SERVICE	0	0	0%	0	0%	0%
NON-OPERATING	2,739,074	2,739,073	100%	0	0%	100%
POWER COSTS	8,490,000	8,275,054	97%	0	0%	97%
TOTAL EXPENDITURES	**19,221,378**	**17,163,499**	**89%**	**169,360**	**1%**	**90%**
WATER UTILITY						
PERSONAL SERVICES	300,182	245,517	82%	0	0%	82%
OPERATING EXPENDITURES	374,481	283,053	76%	25,571	7%	82%
CAPITAL OUTLAY	1,134,726	689,112	61%	0	0%	61%
DEBT SERVICE	269,391	265,657	99%	0	0%	99%
NON-OPERATING	990,444	940,444	95%	0	0%	95%
TOTAL EXPENDITURES	**3,069,224**	**2,423,783**	**79%**	**25,571**	**1%**	**80%**
WASTEWATER UTILITY						
PERSONAL SERVICES	458,509	458,508	100%	0	0%	100%
OPERATING EXPENDITURES	731,144	646,033	88%	3,361	0%	89%
CAPITAL OUTLAY	709,339	449,690	63%	34,191	5%	68%
DEBT SERVICE	726,734	723,000	99%	0	0%	99%
NON-OPERATING	525,485	475,481	90%	0	0%	90%
TOTAL EXPENDITURES	**3,151,211**	**2,752,712**	**87%**	**37,552**	**1%**	**89%**
MOSQUITO CONTROL						
PERSONAL SERVICES	7,647	1,619	21%	0	0%	21%
OPERATING EXPENDITURES	47,672	21,108	44%	6,329	13%	58%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	32,000	12,000	38%	0	0%	38%
TOTAL EXPENDITURES	**87,319**	**34,727**	**40%**	**6,329**	**7%**	**47%**
ENTERPRISE FUNDS	**25,529,132**	**22,374,721**	**88%**	**238,812**	**1%**	**89%**

CITY OF ALACHUA **INTERNAL SERVICE FUND**
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

FUND 700 - INTERNAL SERVICE FUND: The Internal Service Fund is used to account for the provision of goods or services by Utility Administration, Utility Operations, Utility Billing, Warehouse Operations, and postage services for the City's utility system and other departments.

	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	YEAR TO DATE FY 20/21	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	495	NA+
INTERGOVERNMENTAL REVENUE	0	0	0	0%
CHARGES FOR SERVICES	0	0	920	NA+
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	8,000	8,000	4,431	55%
NON-OPERATING	3,130,619	3,130,619	2,084,697	67%
	3,138,619	3,138,619	2,090,543	67%
EXPENSES:				
GENERAL GOVERNMENT	2,362,403	2,362,403	1,976,964	84%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	776,216	776,216	677,510	87%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	0	0	0	0%
	3,138,619	3,138,619	2,654,474	85%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	1,911,963	1,889,163	1,733,715	92%
OPERATING EXPENDITURES	709,242	744,674	572,660	77%
CAPITAL OUTLAY	188,727	176,095	119,413	68%
DEBT SERVICE	228,687	228,687	228,686	100%
GRANTS & AIDS	0	0	0	0%
NON-OPERATING	100,000	100,000	0	0%
POWER COSTS	0	0	0	0%
	3,138,619	3,138,619	2,654,474	85%

CITY OF ALACHUA **INTERNAL SERVICE FUND REVENUES**

FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

REVENUE SOURCE	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	YEAR TO DATE FY 20/21	PERCENT COLLECTED
PERMITS, FEES & ASSESSMENTS				
OTHER LICENSES, FEES, AND PERMITS	0	0	495	NA+
SUBTOTAL	**0**	**0**	**495**	**NA+**
INTERGOVERNMENTAL REVENUE				
OTHER FEDERAL GRANTS	0	0	0	0%
SUBTOTAL	**0**	**0**	**0**	**0%**
CHARGES FOR SERVICES				
OTHER MISCELLANEOUS CHARGES	0	0	920	NA+
SUBTOTAL	**0**	**0**	**920**	**NA+**
MISCELLANEOUS REVENUE				
INTEREST EARNINGS	8,000	8,000	313	4%
RENTS & ROYALTIES	0	0	0	0%
OTHER MISCELLANEOUS REVENUE	0	0	4,118	NA+
SUBTOTAL	**8,000**	**8,000**	**4,431**	**55%**
NON-OPERATING				
CONTRIBUTIONS FROM ENTERPRISE	0	0	0	0%
SERIES 2016 DEBT PROCEEDS	0	0	0	0%
INTERFUND TRANSFER	2,084,697	2,084,697	2,084,697	100%
FUND BALANCE & UNDER COLLECTION	1,045,922	1,045,922	0	0%
SUBTOTAL	**3,130,619**	**3,130,619**	**2,084,697**	**67%**
INTERNAL SERVICE FUND	**3,138,619**	**3,138,619**	**2,090,543**	**67%**

CITY OF ALACHUA **INTERNAL SERVICE FUND EXPENDITURES**
FINANCE DEPARTMENT ANALYSIS **BY MAJOR CATEGORY**
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

DEPARTMENT/DIVISION	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
FAS / UTILITY OPERATIONS						
PERSONAL SERVICES	324,081	322,577	100%	0	0%	100%
OPERATING EXPENDITURES	34,500	33,474	97%	0	0%	97%
CAPITAL OUTLAY	25,000	23,422	94%	0	0%	94%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**383,581**	**379,473**	**99%**	**0**	**0%**	**99%**
FAS / UTILITY BILLING						
PERSONAL SERVICES	319,922	264,020	83%	0	0%	83%
OPERATING EXPENDITURES	161,232	135,688	84%	0	0%	84%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**481,154**	**399,708**	**83%**	**0**	**0%**	**83%**
PUBLIC SERVICES / UTILITY ADMINISTRATION						
PERSONAL SERVICES	692,113	653,970	94%	0	0%	94%
OPERATING EXPENDITURES	239,174	125,950	53%	2,225	1%	54%
CAPITAL OUTLAY	32,000	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**963,287**	**779,920**	**81%**	**2,225**	**0%**	**81%**
PUBLIC SERVICES-WAREHOUSE OPERATIONS						
PERSONAL SERVICES	59,449	59,448	100%	0	0%	100%
OPERATING EXPENDITURES	27,728	23,705	85%	0	0%	85%
CAPITAL OUTLAY	10,240	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	**97,417**	**83,153**	**85%**	**0**	**0%**	**85%**
ISF - COMPLIANCE AND RISK MANAGEMENT						
PERSONAL SERVICES	37,052	34,597	93%	0	0%	93%
OPERATING EXPENDITURES	581	508	87%	0	0%	87%
TOTAL EXPENDITURES	**37,633**	**35,105**	**93%**	**0**	**0%**	**93%**
ISF - FAS / INFORMATION						
PERSONAL SERVICES	63,983	63,983	100%	0	0%	100%
OPERATING EXPENDITURES	6,661	4,711	71%	0	0%	71%
TOTAL EXPENDITURES	**70,644**	**68,694**	**97%**	**0**	**0%**	**97%**

CITY OF ALACHUA **INTERNAL SERVICE FUND EXPENDITURES**
FINANCE DEPARTMENT ANALYSIS **BY MAJOR CATEGORY**
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

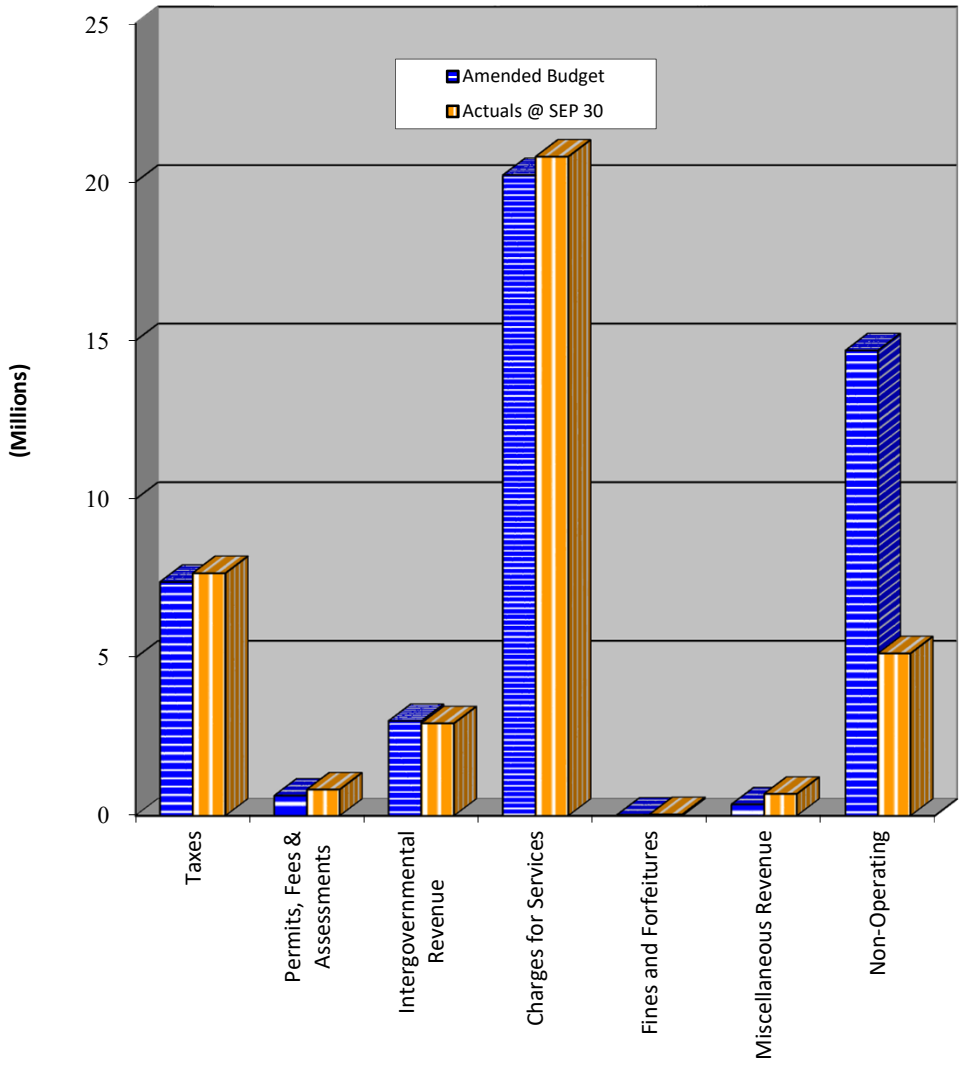
DEPARTMENT/DIVISION	FY 20/21 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
PUBLIC SERVICES-WATER DISTRIBUTION/COLLECTION						
PERSONAL SERVICES	392,563	335,120	85%	0	0%	85%
OPERATING EXPENDITURES	274,798	246,399	90%	0	0%	90%
CAPITAL OUTLAY	108,855	95,991	88%	0	0%	88%
TOTAL EXPENDITURES	**776,216**	**677,510**	**87%**	**0**	**0%**	**87%**
DEBT SERVICE FUND - SERIES 2016						
DEBT SERVICE	228,687	228,686	100%	0	0%	100%
TOTAL EXPENDITURES	**228,687**	**228,686**	**100%**	**0**	**0%**	**100%**
INTERNAL SERVICE FUND RESERVES						
NON-OPERATING	100,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	**100,000**	**0**	**0%**	**0**	**0%**	**0%**
INTERNAL SERVICE FUND	**3,138,619**	**2,652,249**	**85%**	**2,225**	**0%**	**85%**

CITY OF ALACHUA **ALL CITY FUNDS**
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING SEPTEMBER 30, 2021

	FY 20/21 APPROVED BUDGET	FY 20/21 AMENDED BUDGET	YEAR TO DATE FY 20/21	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	7,386,212	7,386,212	7,661,929	104%
PERMITS, FEES & ASSESSMENTS	635,075	635,075	828,960	131%
INTERGOVERNMENTAL	2,133,349	2,995,966	2,921,515	98%
CHARGES FOR SERVICES	20,114,773	20,216,973	20,798,854	103%
FINES AND FORFEITURES	29,800	29,800	46,208	155%
MISCELLANEOUS REVENUE	358,200	358,200	690,059	193%
NON-OPERATING	14,688,855	14,688,855	5,133,219	35%
	45,346,264	46,311,081	38,080,744	82%
EXPENSES:				
GENERAL GOVERNMENT	9,428,799	9,450,875	8,807,692	93%
PUBLIC SAFETY	3,962,062	4,101,150	4,005,788	98%
ECONOMIC ENVIRONMENT	932,050	932,050	410,161	44%
PHYSICAL ENVIRONMENT	27,763,732	28,419,801	25,345,278	89%
TRANSPORTATION	1,395,861	1,395,861	942,651	68%
HUMAN SERVICES	83,723	213,383	128,523	60%
CULTURE & RECREATION	1,780,037	1,797,961	1,228,577	68%
	45,346,264	46,311,081	40,868,670	88%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	10,916,052	11,082,215	10,500,777	95%
OPERATING EXPENDITURES	6,828,946	7,495,314	6,205,159	83%
CAPITAL OUTLAY	11,301,418	11,596,799	8,507,376	73%
DEBT SERVICE	2,182,268	2,182,268	2,172,948	100%
GRANTS & AIDS	65,000	87,527	62,527	71%
NON-OPERATING	5,562,580	5,376,958	5,144,829	96%
POWER COSTS	8,490,000	8,490,000	8,275,054	97%
	45,346,264	46,311,081	40,868,670	88%

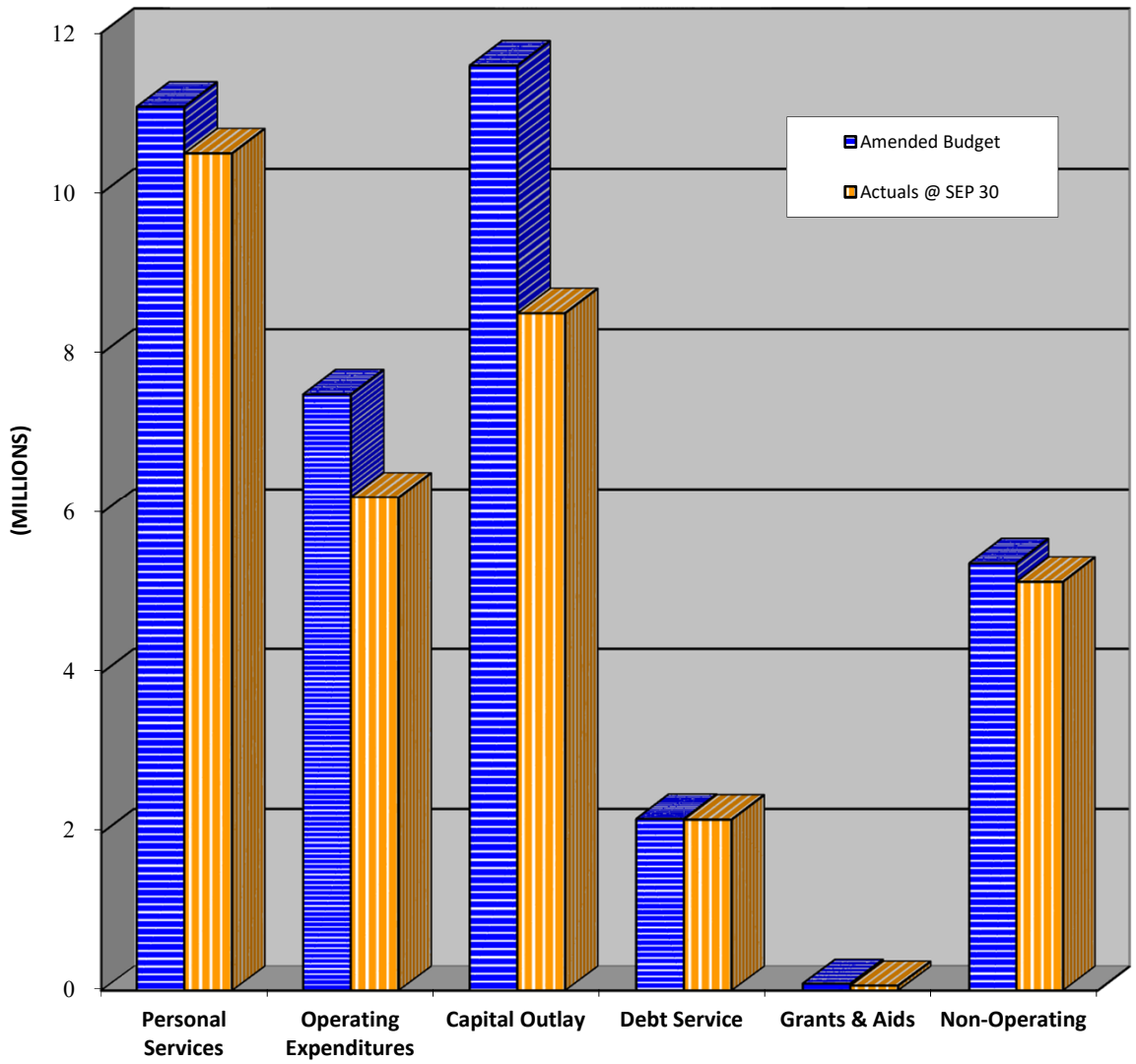
Revenues by Major Category
All City Funds

The City of Alachua's overall revenues are at 82% of budget for the fiscal year. Taxes are at 104% of budget. These include ad valorem property taxes and public utility taxes. Other revenue sources are: Permits, Fees and Assessments (131%); Intergovernmental Revenue (98%); Charges for Services (103%); Fines and Forfeitures (155%); Miscellaneous Revenue (193%); and Non-Operating Revenue (35%).



Expenditures by Major Category
All City Funds

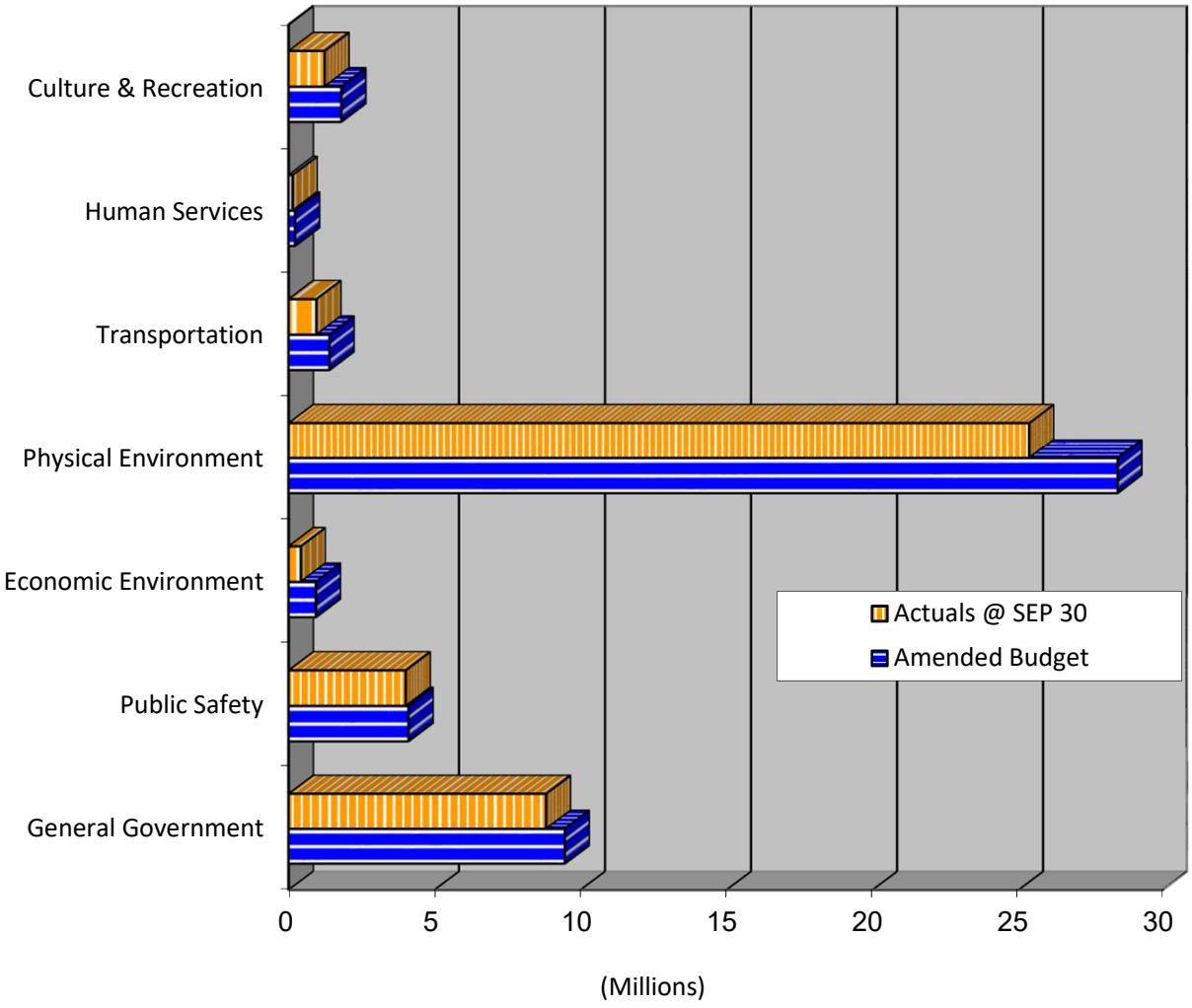
Overall, City expenditures and encumbrances are at 88% of budget for the period. The Personal Services category is at 95% of budget for the fiscal year. The Operating Expenditures category is at 83%, with encumbrances for legal and residential waste collection services of $0K. Capital Outlay is at 73%, Debt Service is 100%, Grants & Aids is 71% and Non-Operating Expenditures are at 96%. Encumbrances for future expenditures account for 0.8% (aprox. $352K) of the budget total.



* Encumbered activity are purchase orders that are reserved for payment, but have not been paid as of the report date.

Budget Performance by Function
All City Funds

Overall, expenditures are at 88% of budget with General Government expenses at 93%, Public Safety at 98%, Economic Environment at 44%, Physical Environment at 89% (Enterprise Funds, Water Collection and Distribution & residential waste collection services), Transportation at 68%, Human Services at 60%, and Culture & Recreation at 68%.



INVESTMENTS AND CASH

Purpose

The purpose of this section is to report the City's cash and investment holdings at the end of each month. These funds are managed in accordance with the City's Investment Policies, which are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

Investment Objectives

The foremost objective of the City's investment program is the safety of the principal of those funds within the portfolios. The portfolio is managed in a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. The portfolio is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. However, return on investment is insignificant in comparison to the safety and liquidity objectives described above. The City's core investments are limited to relatively low risk investment instruments in anticipation of earning fair return relative to the risk being assumed.

Defining Principal

Principal, when dealing with investments, can be defined as the original amount invested in a security.

Defining of Portfolio

A portfolio can be defined as various investment instruments possessed by an individual or organization.

Defining Rate of Return on Investment

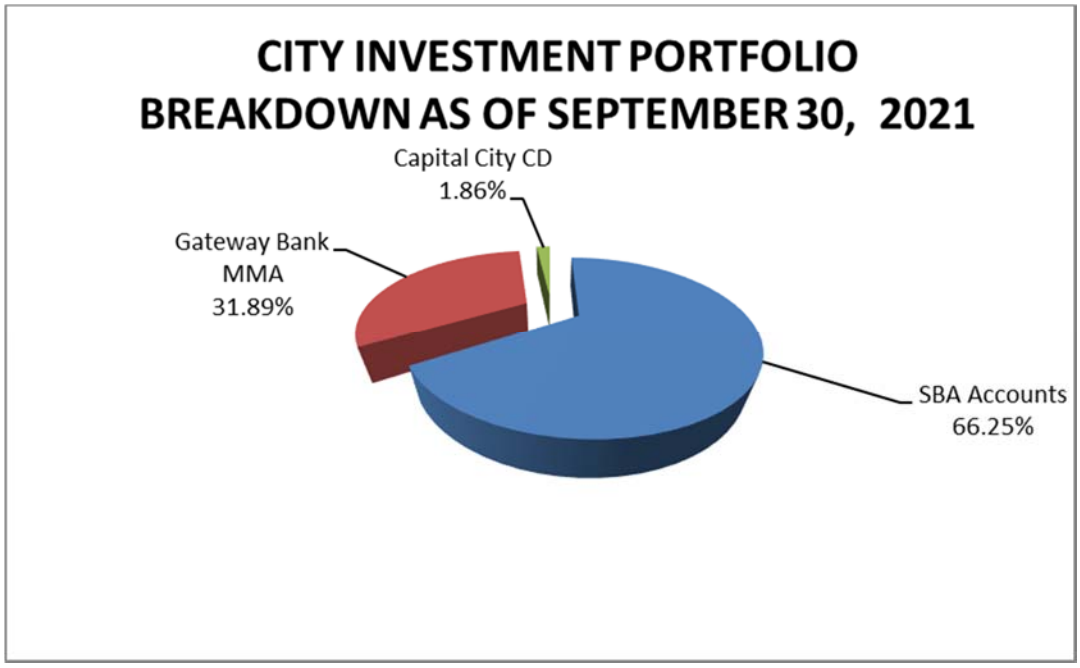
The Rate of Return on Investment refers to the benefits (the profits) to an investor or organization relative to the cost of the initial investment. It is similar to the rate of profit as a measure of profitability.

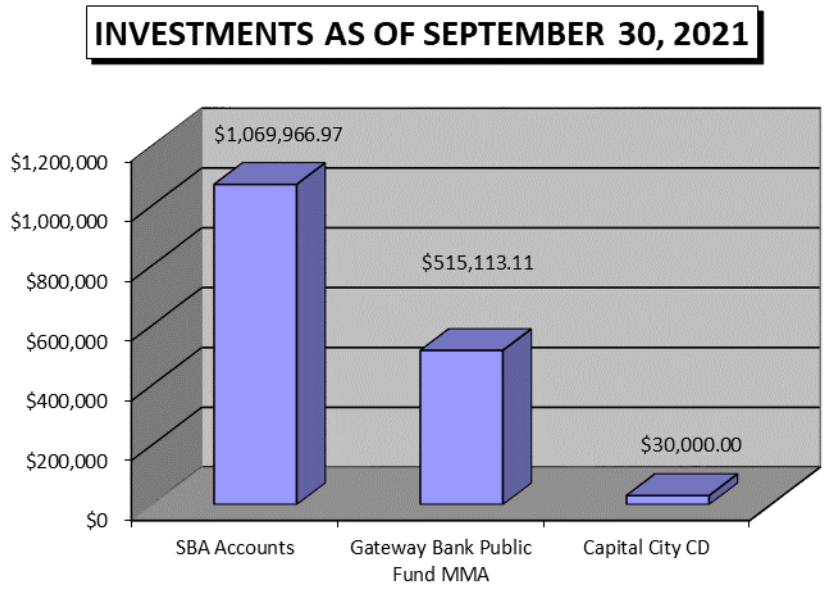
Conclusion

The City's cash and investments are pursuant to Section 218.415, Florida Statutes as well as the City's own adopted Investment Policy. To ensure that the City's funds are effectively managed, the Finance Director and other appropriate staff shall annually complete eight (8) hours of continuing professional education in subjects or courses of study related to investment practices and products.

INVESTMENTS AND CASH

As of September 30, 2021, the City's investment portfolio totaled **$1,615,080.08.** The portfolio consists of: two State Board of Administration Investment Pool (SBA) accounts, one money market account and a certificate of deposit account. The graphs below illustrate the breakdown, by percentage, of each investment.





INVESTMENTS AND CASH

As of September 30, 2021, the City had cash holdings in several accounts with Capital City Bank, CenterState Bank (formerly Gateway Bank) and Renasant Bank (formerly Alarion & Heritage) that totaled **$17,720,994.83.** Each bank account has a specific purpose. The accounts are listed as follows:

- Main Operating account: This account is for the City's daily deposits (utility payments, grant revenue, etc.) and expenses (vendor payments, debt service payments, etc.).
- Payroll account: This account is for payroll-related expenses (salaries payable).
- Community Redevelopment Agency (CRA) account: This account is for deposits and expenses related to CRA activities.
- Police Forfeiture account: This account is for fines and forfeiture funds received by the Alachua Police Department. Expenditures from this account will not be permitted without Commission approval.
- Section 108 account: This account is for the pay-down of the City's Section 108 outstanding debt that was related to infrastructure within the City.
- Series 2016 Repayment: This account is intended to be utilized to make the annual Series 2016 Debt payments.
- Restricted Deposit account: This account is for utility customer deposits only.
- Explorer account: This account is for deposits and expenses related to Police Explorer activities.
- Heritage Oaks account: This account is for funds related to the completion of improvements to the Heritage Oaks subdivision Phase I.
- SRF Repayment Money Market account: This account is for the repayment of the State Revolving Fund (SRF) loan related to the construction of the waste water facility.
- Series 2019 Projects Account: This account is utilized to fund the water and wastewater infrastructure improvements along US Highway 441.
- Tara Village Surety: This account is for funds related to the completion of improvements to the Tara Village subdivision Phase I.

The bank account balances as of the end of the report period are as follows:

Bank Account	September Balance	Percentage of Total
Operating Account	$14,857,726.33	83.84%
Payroll Account	$7,861.99	0.04%
CRA Account	$737,645.84	4.16%
Police Forfeiture Account	$12,433.59	0.07%
Section 108 Account	$0.00	0.00%
Series 2016 Repayment Account	$17,578.66	0.10%
Series 2019 Projects Account	$0.00	0.00%
Deposit Account	$1,842,444.26	10.40%
Explorer Account	$5,139.29	0.03%
SRF Repayment Account	$231,735.47	1.31%
Heritage Oaks Account	$8,429.40	0.05%
Tara Village Surety Account	$0.00	0.00%
TOTAL	**$17,720,994.83**	100.00%

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 12/13/2021
SUBJECT: Resolution 22-06: Savannah Station Phase 2B Off-Site Tree Mitigation Request
PREPARED BY: Adam Hall, AICP, Principal Planner

RECOMMENDED ACTION:
Adopt Resolution 22-06.

Summary

The City has received an application for a Final Plat for Savannah Station Phase 2B which proposes the subdivision of the ±15.64 acre subject property into a total of 64 lots, with associated right-of-way and common areas.

Section 6.2.1(D)(1) of the City's Land Development Regulations (LDRs) requires new trees to be installed to replace healthy regulated trees, and requires regulated trees to be replaced on a one-for-one basis, and for heritage and champion trees to be replaced on an inch-for-inch basis. A regulated tree is defined in Article 10 of the LDRs as "*any living tree which is ten inches or more in diameter or two feet in circumference, whichever dimension is lesser, measured at a point 4½ feet above ground level. This definition shall not include any species of pine tree or nuisance tree regardless of size...*" Heritage trees are defined in Article 10 of the LDRs as "*trees with a diameter of at least 30 inches or seven feet, ten inches in circumference, whichever dimension is lesser, measured at a point 4½ feet above ground level...*"

When required tree replacement cannot be accommodated through on-site mitigation, Section 6.2.1(D)(7) of the City's LDRs allows for off-site mitigation. Off-site mitigation trees may be planted in City-owned properties and parks, City rights-of-way, preservation or conservation areas owned by the City, and within medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings. The formula for the calculation of off-site mitigation is provided within Section 6.2.1(D)(7)(c) of the City's LDRs, and is equal to the cost of the replacement tree, plus installation (including labor and equipment), plus maintenance for one year, plus fund administration. Section 6.2.1(D)(7)(c) requires the fee for off-site mitigation to be adopted by the City Commission through resolution.

The number of trees proposed for removal would require 214 additional replacement trees to be planted to mitigate for trees to be removed. The approved Construction Plans for Savannah Station Phase 2B and 2C propose to provide a total of 184 replacement trees on-site. The applicant has requested the City consider off-site mitigation in accordance with Section 6.2.1(D)(7) of the LDRs for the remainder of the required replacement trees.

The applicant for the Final Plat has provided a memorandum that calculates the fee required for off-site mitigation in accordance with the formula provided within Section 6.2.1(D)(7)(c) of the LDRs. Sheet LS-1 of the approved Construction Plans for Savannah Station Phase 2B and 2C calculate the required payment as set forth by the aforementioned required fee. This memorandum and Sheet LS-1 are attached to the resolution as Exhibit "B".

The required payment for off-site mitigation shall be $33,931.84. In accordance with Section 6.2.1(D)(7)(d) of the LDRs, the fee for off-site mitigation must be paid to the City prior to the issuance of a building permit for new construction associated with the Final Plat.

FINANCIAL IMPACT: Yes

ATTACHMENTS:

Description

- Resolution 22-06

RESOLUTION 22-06

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; RELATING TO A REQUEST TO PROVIDE OFF-SITE MITIGATION FOR THE REMOVAL OF TREES IN ACCORDANCE WITH SECTION 6.2.1 OF THE CITY'S LAND DEVELOPMENT REGULATIONS; ESTABLISHING THE FEE FOR OFF-SITE MITIGATION FOR THE REQUEST; REQUIRING PAYMENT OF THE FEE FOR OFF-SITE MITIGATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR NEW CONSTRUCTION; ESTABLISHING THE PERIOD OF VALIDITY OF THE REQUEST; AND PROVIDING AN EFFECTIVE DATE.

R E C I T A L S

WHEREAS, Section 6.2.1 of the City's Land Development Regulations ("LDRs") establishes tree protection standards; and

WHEREAS, Section 6.2.1(D)(1) of the City's LDRs requires new trees to be installed to replace healthy regulated trees, and requires regulated trees to be replaced on a one-for-one basis, and for heritage and champion trees to be replaced on an inch-for-inch basis; and

WHEREAS, Section 6.2.1(D)(7) of the City's LDRs allows off-site mitigation for required tree replacement that cannot be accommodated through on-site mitigation by permitting off-site mitigation trees to be planted in City-owned properties and parks, City rights-of-way, preservation or conservation areas owned by the City, and within medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings; and

WHEREAS, the formula for the calculation off-site mitigation is provided within Section 6.2.1(D)(7)(c) of the City's LDRs, and is equal to the cost of the replacement tree, plus installation (including labor and equipment), plus maintenance for one year, plus fund administration; and

WHEREAS, the City has received an application for a Final Plat prepared by Aaron Hickman, P.S.M., of Causseaux, Hewett, & Walpole, Inc., dated October 12, 2021 including any amendments thereto duly approved by the City (the "Final Plat") for a proposed development on Tax Parcel Number 03980-021-000 and a portion of Tax Parcel Number 03980-022-000, as described in Exhibit "A" (the "Property") entitled Savannah Station Phase 2b; and

WHEREAS, the owners of the Property have requested the City consider off-site mitigation for those trees that cannot be accommodated through on-site mitigation, due to the location of proposed structures, parking, and code-required tree plantings, in accordance with Section 6.2.1(D)(7) of the City's LDRs; and

WHEREAS, the Construction Plans related to the Final Plat identify 300 regulated trees and 5 heritage trees to be removed within Savannah Station Phase 2B; and

WHEREAS, the applicant for the Final Plat contends that a majority of the trees proposed to be removed are of an undesirable species and present potential long-term safety and maintenance issues; and

WHEREAS, the number of trees proposed for removal would require 462 trees to be planted to mitigate for those proposed for removal; and

WHEREAS, the Construction Plans related to the Final Plat proposes to provide a total of 184 replacement tress on site to mitigate for those proposed for removal; and

WHEREAS, the applicant for the Final Plat has provided a memorandum and calculations within the Construction Plans related to the Final Plat that establishes the payment required for off-site mitigation in accordance with the formula provided within Section 6.2.1(D)(7)(c) of the City's LDRs, attached hereto as Exhibit "B"; and

WHEREAS, the owners of the Property desire to proceed with consideration of the proposed Site Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

Section 1. Findings.

The Commission finds, determines, and declares that the above recitals are true and correct and are hereby incorporated into this resolution by reference.

Section 2. Approval of Off-Site Mitigation

The Commission approves the request to provide payment for off-site mitigation for those trees that cannot be accommodated through on-site mitigation. The payment for off-site mitigation shall be in accordance with the calculation of the fee as provided within a memorandum from Caeli Tolar, PLA, of Causseaux, Hewett, & Walpole, Inc., dated September 9, 2021 in the amount of $33,931.84.

Section 3. Payment for Off-Site Mitigation

In accordance with Section 6.2.1(D)(7)(d) of the City's LDRs, the fee for off-site mitigation shall be paid to the City prior to the issuance of any building permit for new construction for the Property.

Section 4. Validity of Off-Site Mitigation

Off-site mitigation shall be a condition of any final development order for the Property associated with the Site Plan.

This Resolution shall take effect immediately upon passage and approval.

DULY ADOPTED in regular session, this 13th day of December, 2021.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor

SEAL

ATTEST:

Mike DaRoza, City Manager/Clerk

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN SECTIONS 21 AND 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4679, PAGE 1929 THROUGH 1931 AND A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4829, PAGES 679 THROUGH 682 OF THE OFFICIAL RECORDS OF ALACHUA, COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF LOT 171, SAVANNAH STATION - PHASE 2A, UNIT 2, AS SHOWN ON THE PLAT THERE OF RECORDED IN PLAT BOOK 37, PAGES 56 THROUGH 58 OF SAID PUBLIC RECORDS, THENCE NORTH 0°18'58" EAST, ALONG THE EAST LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, DISTANCE OF 807.11 FEET TO THE NORTHEAST CORNER OF LOT 157 OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE NORTH 89°31'17" WEST, ALONG THE NORTH LINE OF SAID LOT 157, A DISTANCE OF 45.12 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE DEPARTING THE NORTH LINE OF SAID LOT 157, NORTH 0°28'43" EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; A DISTANCE OF 145.31 FEET TO THE NORTHEAST CORNER OF A COMMON AREA / OPEN SPACE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE DEPARTING THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, NORTH 41°53'43" EAST, A DISTANCE OF 380.35 FEET; THENCE SOUTH 89°21'23" EAST, A DISTANCE OF 349.75 FEET TO THE TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF N.W. 157TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 0°12'50" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 174.61 FEET; THENCE SOUTH 0°32'02" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1088.98 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3312, PAGES 1317 AND 1318; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 89°30'53" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 201.38 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A COMMON AREA / OPEN SPACES OF SAVANNAH STATION - PHASE 2A, UNIT 1, AS SHOWN ON THE PLAT THERE OF RECORDED IN PLAT BOOK 36, PAGES 55 THROUGH 57 OF SAID PUBLIC RECORDS; THENCE NORTH 81°11'45" WEST, ALONG THE NORTH LINE OF SAID COMMON AREA / OPEN SPACE, A DISTANCE OF 15.16 FEET TO THE NORTHEAST CORNER OF LOT 139 OF SAID SAVANNAH STATION - PHASE 2A, UNIT 1; THENCE NORTH 89°40'36" WEST, ALONG

THE NORTH LINE OF SAID LOT 139, A DISTANCE OF 158.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°05'33" WEST, 14.07 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 123RD AVENUE, (HAVING A RIGHT OF WAY WIDTH OF 50 FEET); THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT OF WAY LINE OF SAID N.W. 123RD AVENUE THROUGH THE FOLLOWING SIX (6) COURSES: 1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°45'47", AN ARC LENGTH OF 14.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 25°34'44" WEST, 21.84 FEET; 2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°47'25", AN ARC LENGTH OF 22.60 FEET; 3) THENCE NORTH 0°18'58" EAST, A DISTANCE OF 21.39 FEET; 4) THENCE NORTH 89°41'02" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 45°17'14" WEST, 35.34 FEET; 5) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31", AN ARC LENGTH OF 39.24 FEET; 6) THENCE NORTH 89°44'31" WEST, A DISTANCE OF 85.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 15.643 ACRES, MORE OR LESS.

EXHIBIT "B"

Tree Mitigation Calculations Memorandum from Caeli Tolar, PLA with Causseaux, Hewett, & Walpole, Inc

Dated September 9, 2021

To:	**Justin Tabor, AICP**
From:	**Caeli Tolar, PLA**
Date:	**09/09/21**
RE:	**Savannah Station Phase 2B & 2C – Tree Mitigation Payment**

Good morning Justin,

The following is some research to determine a mitigation cost per replacement tree for Savannah Station 2B and 2C. As outlined in City of Alachua Code Sec. 6.2.1(D)(7):

(a) The City may allow off-site mitigation for required tree replacement that cannot be accommodated through on-site mitigation. Trees authorized for off-site mitigation shall be planted in City-owned properties and parks, City rights-of-way, and preservation or conservation areas owned by the City. The City may also plant trees within the medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings.

(b) The City will establish a separate fund within the City's chart of accounts to be used exclusively for off-site tree mitigation payments. Funds withdrawn from this account shall be spent solely for the planting and maintenance of new trees in accordance with this section.

(c) The off-site mitigation formula shall be equal to the cost of the replacement tree, plus installation (labor and equipment), plus maintenance for one year, plus fund administration. This formula will be multiplied by the number of trees to be planted. The fee for off-site tree mitigation shall be adopted by the City Commission through resolution.

(d) Fees for off-site mitigation shall be paid to the City prior to the issuance of any tree removal permit or building permit for new construction with an approved site plan or plat. Receipts for payment will be specifically marked for the off-site mitigation account.

The following information provided outlines the process by which we have determined our mitigation payment calculations.

Description of Project Mitigation

Within this project, there are several trees proposed to be removed subject parcel. The majority of the trees to be removed are undesirable species such as Laurel Oaks. These trees present potential long-term safety and maintenance issues as they mature. Additionally, these trees present conflicts with proposed utilities along the throughout the site that are necessary to serve the proposed buildings. Therefore, most existing trees in site are proposed for removal.

232 replacement trees have been proposed on the site. After the placement of these mitigation trees, there is still a deficit of mitigation trees required totaling 1,024 trees at 1.5”/tree. Due to the locations of proposed structures, parking, and code-required tree plantings, there is inadequate space on the site at the completion of construction to provide all 900 additional replacement trees for mitigation. Therefore, we are proposing a mitigation payment in lieu of on-site planting.

Only regulated size demolition trees have been considered toward mitigation. According to the City of Alachua, a regulated size trees is any living tree which is ten or more inches in diameter or two feet in circumference, whichever dimension is lesser, measured at a point 4 ½ feet above ground level. This definition shall not include any species of pine tree or nuisance tree regardless of size.

Determination of Replacement Tree Cost

At least 50% of the replacement trees must be shade trees, according to Sec.6.2.1(D)(4). According to Sec. 6.2.2(D)(8)(b)(ii), "Canopy trees shall be a minimum of eight feet in height with the caliper based on the tree type per Florida Nursery and Grade Standard." The remaining 50% of the replacement trees shall be ornamental/understory trees, which, as outlined in Sec. 6.2.2(D)(8)(b)(iii), should be a minimum of 1 ½" caliper.

To establish this number, we have taken the given installed cost for a 15-gallon tree or the average, installed cost for 30 gallon trees provided to us on each of three recent and comparable projects to obtain the unit price per caliper inch. This number was multiplied by 1.5" caliper inches to get the unit price per 15 gallon/1.5" caliper tree. The calculations are below:

Project #1:
Given Bid Cost: 15 gal.,1.5" cal. =$109
Therefore, the given bid cost for a 15 gallon tree = $109.00

Project #2:
Given Bid Cost: 30 gal., 2" cal. =$179
$179 per 2" cal. = $89.50 per 1" cal.
$89.50 per 1" cal. x 1.5" cal. = $134.25
Therefore, the given bid cost for a 15 gallon tree = $134.25

Project #3:
Given Bid Cost: 30 gal., 2" cal. =$149
$149 per 2" cal. = $74.50 per 1" cal.
$74.50 per 1" cal. x 1.5" cal. = $111.75
Therefore, the given bid cost for a 15 gallon tree = $111.75

Overall Average:
15 gal. $118.33

Establishment/maintenance costs vary across projects, so we have done some research to estimate a standard cost. For the purposes of this project we will utilize the Florida Department of Transportation's standard, which is an additional 24% in establishment/maintenance costs (see Attachment 'A').

Therefore: $118.33 + and additional 24% = $146.73 per tree (installed + establishment/maintenance cost). The City of Alachua also requires an additional 10% fund administration as per Sec. 6.2.1(D)(7)(c), so our estimation of the cost per replacement tree is **$158.56 per tree.**

Mitigation Calculations

Phase 2B1

Heritage Trees (>30", at Inch-For Inch Replacement)
Total Inches Removed = **103"**
Total Mitigation Inches Required = **103"**

Regulated Trees (<30", >10", at 1:1 Replacement)
Total Regulated Trees Removed = 214 Trees
Total Mitigation Trees Required = 214 Trees
Total Mitigation Inches Required
(@ 1.5" cal. per tree) = **321"**

Mitigation Payment
Total Mitigation Inches Required = **424"**
Total Mitigation Inches provided
(@ 2" cal. per tree) = **326"**
Total Mitigation Tree Deficit
(@ 1.5" cal. per tree) = **65** Replacement Trees
65 replacement trees x $158.56 per tree = **$10,306.40**

Phase 2B2

Heritage Trees (>30", at Inch-For Inch Replacement)
Total Inches Removed = **140"**
Total Mitigation Inches Required = **140"**

Regulated Trees (<30", >10", at 1:1 Replacement)
Total Regulated Trees Removed = 86 Trees
Total Mitigation Trees Required = 86 Trees
Total Mitigation Inches Required
(@ 1.5" cal. per tree) = **126"**

Mitigation Payment
Total Mitigation Inches Required = **266**"
Total Mitigation Inches provided
(@ 2" cal. per tree) = **42"**
Total Mitigativo Tree Deficit
(@ 1.5" cal. per tree) = **149** Replacement Trees
149 replacement trees x $158.56 per tree = **$23,625.44**

Phase 2C

Heritage Trees (>30", at Inch-For Inch Replacement)
Total Inches Removed = **98"**
Total Mitigation Inches Required = **98"**

Regulated Trees (<30", >10", at 1:1 Replacement)
Total Regulated Trees Removed = 808 Trees
Total Mitigation Trees Required = 808 Trees
Total Mitigation Inches Required
(@ 1.5" cal. per tree) = **1,212"**

Mitigation Payment
Total Mitigation Inches Required = **1,310**"
Total Mitigation Inches provided
(@ 2" cal. per tree) = **96"**
Total Mitigation Tree Deficit
(@ 1.5" cal. per tree) = **810** Replacement Trees
810 replacement trees x $158.56 per tree = **$128,433.60**

TOTAL MITIGATION

Total Mitigation Inches Required	2,000"
Total Mitigation Inches Provided	464"
(232 trees at 2" each)	
Total Mitigation Inches Deficit	**1,536"**
Total Mitigation Payment Required	**162,365.44**

(1,024 replacement trees @ 1.5 cal. per tree x $158.56 per tree)

Centennial FDOT 1915 ★ 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

PROGRAM MANAGEMENT MEMORANDUM 15-01
PROJECT MANAGEMENT MEMORANDUM NO. 15-01
DCE MEMORANDUM NO. 04-15
DME MEMORANDUM NO. 15-01

DATE: February 13, 2015

TO: Directors of Transportation Development, Directors of Transportation Operations, District Design Engineers, District Construction Engineers, District Maintenance Engineers, and District Program Management Engineers/Administrators

FROM: David A. Sadler, P.E., Director, Office of Construction
Tim Lattner, P.E., Director, Office of Maintenance
Trey Tillander, P.E., Manager, Office of Program Management
Bob Crim, P.E., Manager, Production Support Office
Kendra Sheffield, Manager, Work Program Development

COPIES: Brian Blanchard, Tom Byron, Duane Brautigam, Greg Davis, Daniel Scheer, Rudy Powell, Jeff Caster

SUBJECT: Implementation of Landscape Contracts

BACKGROUND

In 2013, the Executive Team established a new policy through Engineer and Operations (E&O) Memo 13-1 to program stand alone landscape projects using maintenance contract language and Phase 52 funds. This will allow landscape contracts to remain open throughout the plant establishment period and is expected to improve the Department's ability to enforce contract deliverables throughout the entire establishment period. All costs during the establishment period are incorporated as part of the capital cost of the plant material and will function as a warranty against loss.

REQUIREMENTS

Landscaping Included as Part of the Roadway Construction Project:

Landscape installations totaling the lesser of $100,000 or 10% of the preliminary cost estimate may continue to be included in a roadway construction project (including Design-Build roadway construction projects), as incidental landscape work.

There is no establishment period included in the specifications governing these roadway construction projects. Districts should determine who will be responsible for establishment and maintenance. If the party responsible for the landscape maintenance is someone other than the Department (i.e., Local Agency, etc.) a Maintenance Memorandum of Agreement must be fully executed during the project design and no later than the project letting.

Stand-alone Landscaping Projects:

The stand-alone landscaping projects will be programmed as either dependent or independent stand-alone projects for all fiscal years. Stand-alone landscaping projects will be advertised as Maintenance contracts and include Maintenance specifications which contain contract terms establishing an installation period and defined milestones for an establishment period of two years. No more than seventy-six percent of the contract amount will be paid prior to the start of the establishment period after which monthly payments to the contractor will be issued only upon satisfactory performance. The landscape installation Maintenance specification has been created to support this change (see Specification at: http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jan15/default.shtm).

Dependent Stand-alone Landscaping Projects:

Landscaping associated with a roadway construction project will be programmed as a stand-alone landscape project in **the year in which roadway construction is anticipated for completion** and will be scheduled immediately following roadway construction. If the roadway construction project is federally funded, the landscaping work may also be eligible for the same federal funds.

Independent Stand-alone Landscaping Projects:

Landscaping not associated with a roadway construction project will be programmed as stand-alone landscape project in the year in which the landscape project is ready for production. Independent stand-alone landscaping projects will be state funded and let in the District Office.

Performance Bond:

The performance bond required in the Maintenance specifications, SP0030500 Award of Contract, is an annual renewable bond so that the contractor does not have to obtain a bond for 2+ years for the full contract value. The performance bond covers the installation period and the establishment period or the total contract time allowed.

Example: If the contract time is 930 days (2.55 years) with a hypothetical value of $5 million, take the $5 million and divide by the 2.55 years to arrive at the annual bond amount of $1,960,784. Therefore, the first 12 months of the contract will require a performance bond for $1,960,784; for the second 12 months, a performance bond for $1,960,784; and for the final 7 months a performance bond for $1,078,431 (which is the remaining contract amount $1,960,784x 2 = $3,921,568 minus $5,000,000 = $1,078,431).

Pay Items:

These contracts will be lump sum, and therefore there would only be one pay item (999-2). Seventy-six percent (76%) of the total contract value is payable upon completion of the planting, with the other twenty four-percent (24%) being paid monthly over the two year establishment period. The contractor is required to submit a schedule of values just as they would on a lump sum contract. Failure to perform will be a reduction in payment and not treated as retainage.

Contract Time:

Stand-alone landscaping contracts are to be designated in the AASHTO Projects (formerly Trns•port) Preconstruction system as Calendar Day Contracts. A Calendar Day Contract can be designated by selecting the "Time" tab on the "Proposal Summary" page and then selecting "CD-Calendar Days" on the "Type of Days" drop-down menu.

Incidental Work:

The intent is that these are landscape contracts, and will only include items of work that are necessary for the installation of the landscaping. Any items incidental to the landscaping would be exactly that, "incidental," and included in the lump sum landscape pay item. It is important to minimize the amount of work required which is not directly related to the installation of landscape plantings. For dependent landscape projects, all of the site work and any associated hardscape should be included in the highway construction contract. For independent landscape projects, it may be necessary to include some incidental items of work, but if this work amounts to a large portion of the contract work, consideration should be given to letting a separate construction project to accomplish the site work and non-landscape planting work necessary for the project.

Funding:

A Federal funding process for stand-alone landscaping has not been developed. Independent landscaping work by itself is no longer eligible for federal funds. For landscaping to be federally funded, it has to be part of the overall highway construction work authorized by FHWA. Going forward, FHWA has agreed to fund landscaping work that is a component of a highway construction project as a separate contract following the completion of the highway construction contract; with both contracts fulfilling the overall construction of the federally funded project. These are referred to as dependent stand-alone landscape projects.

Coordination:
The District Landscape Architects should be a common participant in all of these projects. For the stand-alone landscape packages, the preparer of the specifications package will need to coordinate closely with Maintenance staff and District contracting staff.

The District Landscape Architect is to be involved throughout all phases of landscape projects. Involvement of the District Landscape Architect during roadway and landscape design, construction and maintenance is necessary to fully comply with the Department Environmental Policy and Highway Beautification Policy.

Contract Administration:
The contract administration of the stand-alone landscape projects needs to be determined by each Director of Transportation Operations. The administration of stand-alone landscape projects can be performed by District Maintenance staff, District Construction staff, or a combination of these.

IMPLEMENTATION

This joint bulletin/memo is effective immediately and supersedes Estimates Bulletin 13-10, Project Management Memo 13-02, DCE Memorandum 13-21 and DMDH Memorandum 13-03.

The stand-alone Landscaping Specification is currently on Specs-on-the-Web as a Maintenance Specification (SS5800000) for use by the District Offices to execute a contract for all landscaping projects that meet the criteria described above.

The appropriate (Federal Aid or Non-Federal Aid) Construction landscaping Special Provision (SP5800000 Landscaping) will be used for any landscaping work that is to remain in the roadway construction contract starting with July 2015 lettings.

CONTACT

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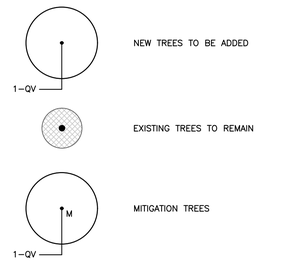
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DFB/DAS/TRL/VYT/KHS/dls

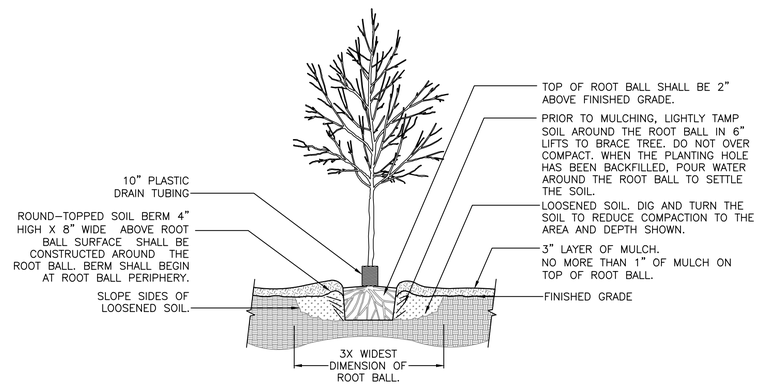
LEGEND



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
AR	12	ACER RUBRUM 'FLORIDA FLAME'	FLORIDA FLAME RED MAPLE	30 GAL., 11' HT., 36" SPR., 2" CAL.
BN	6	BETULA NIGRA 'DURA HEAT'	DURA HEAT RIVER BIRCH	30 GAL, 12' HT, 42" SPR, 2" CAL
LT	1	LIRIODENDRON TULIPIFERA	TULIP TREE	30 GAL, 11' HT, 3' SPR, 2" CAL
MGB	27	MAGNOLIA GRANDIFLORA 'BRACKEN'S BROWN BEAUTY'	BRACKEN'S BROWN BEAUTY MAGNOLIA	30 GAL, 12' HT, 42" SPR, 2" CAL
QS	6	QUERCUS SHUMARDII	SHUMARD RED OAK	30 GAL, 12' HT, 42" SPR, 2" CAL
QVB	47	QUERCUS VIRGINIANA 'BOARDWALK'	BOARDWALK LIVE OAK	30 GAL, 12' HT, 54" SPR, 2" CAL
TD	70	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL, 12' HT, 42" SPR, 2" CAL
VOW	63	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	30 GAL, 7' HT, 3' SPR, 2" CAL

SOD/SEED	BOTANICAL NAME	COMMON NAME	SIZE
SOD	PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	WEED FREE AND SAND GROWN SOD



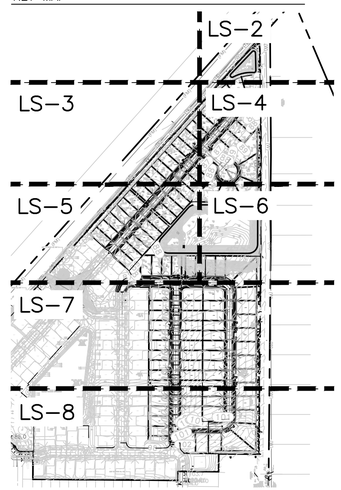
1 TREE PLANTING DETAIL
SCALE: N.T.S.

811
KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

TREE MITIGATION CALCULATIONS

	PHASE 2B-1 MITIGATION CALCULATIONS
INCH-FOR-INCH REPLACEMENT	HERITAGE TREES 68" LIVE OAK.....68" 35" TURKEY OAK.....35" TOTAL MITIGATION DEFICIT.....103"
1:1 REPLACEMENT	TOTAL TREES TO BE MITIGATED AT 1:1 REPLACEMENT.....214 TREE TOTAL MITIGATION INCHES REQUIRED (@1.5" CAL. PER TREE).....321"
TOTAL MITIGATION REQUIRED	TOTAL MITIGATION INCHES REQUIRED.....424" TOTAL MITIGATION INCHES PROVIDED (@2" CAL. PER TREE).....326" TOTAL MITIGATION TREE DEFICIT (@1.5" CAL. PER TREE).....65 TREES MITIGATION PAYMENT (65 REPLACEMENT TREES X $158.56).....$10,306.40
	PHASE 2B-2 MITIGATION CALCULATIONS
INCH-FOR-INCH REPLACEMENT	HERITAGE TREES 58" LAUREL OAK.....58" 49" LAUREL OAK.....49" 33" LIVE OAK.....33" TOTAL MITIGATION DEFICIT.....140"
1:1 REPLACEMENT	TOTAL TREES TO BE MITIGATED AT 1:1 REPLACEMENT.....84 TREES TOTAL MITIGATION INCHES REQUIRED (@1.5" CAL. PER TREE).....126"
TOTAL MITIGATION REQUIRED	TOTAL MITIGATION INCHES REQUIRED.....266" TOTAL MITIGATION INCHES PROVIDED (@2" CAL. PER TREE).....42" TOTAL MITIGATION TREE DEFICIT (@1.5" CAL. PER TREE).....149 TREES MITIGATION PAYMENT (149 REPLACEMENT TREES X $158.56).....$23,625.44
	PHASE 2C MITIGATION CALCULATIONS
INCH-FOR-INCH REPLACEMENT	HERITAGE TREES 32" LAUREL OAK.....32" 31" LAUREL OAK.....31" 35" LIVE OAK.....35" TOTAL MITIGATION DEFICIT.....98"
1:1 REPLACEMENT	TOTAL TREES TO BE MITIGATED AT 1:1 REPLACEMENT.....808 TREE TOTAL MITIGATION INCHES REQUIRED (@1.5" CAL. PER TREE).....1,212"
TOTAL MITIGATION REQUIRED	TOTAL MITIGATION INCHES REQUIRED.....1,310" TOTAL MITIGATION INCHES PROVIDED (@2" CAL. PER TREE).....96" TOTAL MITIGATION TREE DEFICIT (@1.5" CAL. PER TREE).....810 TREES MITIGATION PAYMENT (810 REPLACEMENT TREES X $158.56).....$128,433.60
	TOTAL MITIGATION CALCULATIONS (PHASE 2B-1, 2B-2, 2C)
TOTAL MITIGATION REQUIRED	TOTAL MITIGATION INCHES REQUIRED.....2,000" TOTAL MITIGATION INCHES PROVIDED (232 TREES @ 2" CAL. PER TREE).....464" TOTAL MITIGATION INCHES DEFICIT (@1.5" CAL. PER TREE).....1,536" MITIGATION PAYMENT (1,024 REPLACEMENT TREES @ 1.5" CAL. PER TREE X $158.56).....$162,365.44

KEY MAP



GENERAL NOTES
ALL ASPHALT, LIMEROCK, AND CONSTRUCTION DEBRIS SHALL BE REMOVED FROM PLANTING BEDS AND SOD AREAS PRIOR TO LANDSCAPE INSTALLATION. IF ENCOUNTERED DURING CONSTRUCTION OR INSTALLATION, THESE SHALL BE EXCAVATED AND REMOVED FROM THE SITE. PLANTING DEPTH OF SOIL IN SUCH AREAS SHOULD BE AT LEAST 3'. IF FILL MUST BE ADDED, IT MUST BE FLORIDA CLEAN DEEP FILL (FREE OF WEED SEEDS) WITH pH 6.0 – 7.5.

ALL LANDSCAPED AREAS SHALL BE MULCHED WITH 3" THICKNESS OF MULCH. PINE BARK MULCH SHALL BE USED IN ALL AREAS, EXCEPT RETENTION AREAS. PINE STRAW MULCH SHALL BE USED IN RETENTION AREAS.

NEW TREES OUTSIDE OF MULCHED LANDSCAPED BEDS WILL BE PROTECTED FROM MOWER AND STRING TRIMMER DAMAGE WITH 10" OF PLASTIC DRAIN TUBING.

LEADER SHOOTS AND MAIN STRUCTURAL LIMBS OF TREES SHALL NOT BE TOPPED OR PRUNED. TREES WILL BE STAKED AS NEEDED. GUYLINES WILL BE OF NON-SYNTHETIC BIODEGRADABLE MATERIAL.

REFER TO CIVIL PLANS FOR TREE BARRICADE DETAILS AND INFORMATION.

GRASSING
ALL DISTURBED AND UNPAVED AREAS TO BE GRASSED WITH SOD THAT IS FREE OF NOXIOUS WEEDS INCLUDING TROPICAL SODA APPLE OR SHALL BE SEEDED AND MULCHED. SEE CIVIL SITE PLANS FOR ADDITIONAL RELATED INFORMATION.

PLANT MATERIAL
ALL PLANT MATERIAL TO BE FLORIDA NO.1 OR BETTER, GRADED IN ACCORDANCE WITH THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF PLANT INDUSTRY'S 'GRADES AND STANDARDS FOR NURSERY PLANTS', CURRENT EDITION AT THE TIME PLANS ARE ISSUED. CALL THE CITY URBAN FORESTRY INSPECTOR AT 352-334-5023 AND LANDSCAPE ARCHITECT PRIOR TO PURCHASING ANY PLANT MATERIAL FOR AN ON SITE INSPECTION AND REVIEW OF LANDSCAPE PLAN.

PLANT QUANTITIES SHOWN ARE FOR PERMITTING PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM ALL QUANTITIES SHOWN ON THE PLAN.

10% OPEN SPACE REQUIREMENT
AS PER CITY OF ALACHUA LDR SECTION 6.7.3 (A), THE MINIMUM OPEN SPACE SET ASIDE SHALL BE 10% OF THE DEVELOPMENT SITE. REFER TO CIVIL PLANS FOR OPEN SPACE CALCULATIONS.

IRRIGATION
LANDSCAPE IRRIGATION TO BE PROVIDED BY AUTOMATIC IRRIGATION SYSTEM IN ACCORDANCE WITH CITY OF ALACHUA LDR SECTION 6.2.2(D)(6)(B)(VI).

A TEMPORARY OR PERMANENT AUTOMATIC IRRIGATION SYSTEM IS REQUIRED FOR ALL NEW REQUIRED LANDSCAPING INSTALLED [ALACHUA COUNTY LDC SEC. 407.46(A)]. TEMPORARY IRRIGATION SYSTEMS MUST BE REMOVED ONCE THE PLANTS ARE ESTABLISHED OR WITHIN TWO YEARS, WHICHEVER OCCURS FIRST. PRIOR TO THE INSTALLATION OF A NEW PERMANENT IRRIGATION SYSTEM OR SUBSTANTIAL MODIFICATION TO AN EXISTING SYSTEM, AN IRRIGATION PLAN MUST BE SUBMITTED TO AND APPROVED BY THE ALACHUA COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT THROUGH THE ONLINE ALACHUA COUNTY IRRIGATION PROFESSIONAL PORTAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING THE IRRIGATION PLAN THROUGH THE IRRIGATION PROFESSIONAL PORTAL. THE IRRIGATION SYSTEM SHALL COMPLY WITH THE LANDSCAPE IRRIGATION DESIGN AND MAINTENANCE STANDARDS FOUND IN ARTICLE II OF PART II, TITLE 7, CHAPTER 79 OF THE ALACHUA COUNTY CODE, WHICH, AMONG ADDITIONAL DESIGN STANDARDS, LIMITS HIGH VOLUME IRRIGATION TO 60% OF THE LANDSCAPED AREA. FOR MORE INFORMATION, CONTACT THE ALACHUA COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT AT 352-264-6800.

ALL NEWLY PLANTED TREES SHALL HAVE INDIVIDUAL LOW FLOW OR MICRO-IRRIGATION SUPPLIES [407.46(A)3]. ALL IRRIGATION SYSTEMS ARE REQUIRED TO HAVE A MOISTURE SENSOR/AUTOMATIC RAINFALL SHUTOFF DEVICE [407.46(A)4].

CONTRACTOR SHALL PROVIDE IRRIGATION PLAN TO THE CITY OF ALACHUA THE TIME OF BUILDING PERMIT APPLICATION FOR REVIEW TO ENSURE THAT THE CITY OF ALACHUA DESIGN STANDARDS HAVE BEEN MET.

11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA
LA0001663
CHW
Professional Consultants

SCALE: N/A
VERIFY SCALE BAR IS ACCURATE ON THIS SHEET. IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.
0 1"

CONSTRUCTION/BID REVISIONS:

SUBMITTALS:
04/19/21 - SUBMITTAL TO COA, ALACHUA COUNTY, & SJRWMD
06/28/21 - RESUBMITTAL TO COA, ALACHUA COUNTY, & SJRWMD
08/05/21 - RESUBMITTAL TO COA, ALACHUA COUNTY, & SJRWMD
09/09/21 - RESUBMITTAL TO COA, ALACHUA COUNTY, & SJRWMD

CLIENT: FLETCHER DEVELOPMENT
PROJECT: SAVANNAH STATION PHASE 2B & 2C
SHEET TITLE: LANDSCAPE DETAILS, SCHEDULE, AND NOTES

TECHNICIAN: L. ROSARIO
DESIGNER: L. ROSARIO
QUALITY CONTROL: C. TOLAR
PROJECT NUMBER: 21-0033

SHEET NO.: LS-1

Tech: lwelser Plot Date: Sep 09,2021 8:59am Filename: H:\2021\21-0033\Department\03_Design\03_DWGs\01_Permitting\21-0033 Design Base.dwg

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 12/13/2021
SUBJECT: Savannah Station Phase IIB Final Plat: A request by Aaron Hickman, PSM., of CHW, Inc., applicant and agent for Fletcher Development, LLC. and Gloria's Way LLC, property owners, for consideration of the final plat of Savannah Station Phase IIB, which proposes to subdivide an ±15.64 acre subject property into a total of 64 lots, with associated common areas and right-of-way, consisting of Parcel number 03980-021-000 and a portion of Parcel Number 03980-022-000 (Quasi-Judicial Hearing).
PREPARED BY: Adam Hall, AICP, Principal Planner

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

1. *Approves the Final Plat of Savannah Station Phase IIB ("Final Plat"); and,*
2. *Approves the "Subdividers Agreement for Savannah Station Phase IIB" ("Subdividers Agreement"); and,*
3. *Authorizes the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; and,*
4. *Accepts the irrevocable letter of credit from Fletcher Development, LLC. in the amount of $2,067,203.81 as the surety instrument for infrastructure improvements, other than the house sidewalks; and*
5. *Accepts the irrevocable letter of credit from Fletcher Development, LLC. in the amount of $190,248.61 as the surety instrument for the house sidewalks.*

Summary

This application is a request by Aaron Hickman, PSM, of CHW, Inc., applicant and agent for Fletcher Development, LLC and Gloria's Way, property owners, for consideration of the final plat of Savannah Station Phase IIB, which proposes the subdivision of the ±15.64 acre subject property into a total of 64 lots, with associated right-of-way and common areas.

The subject property consists of Parcel Number 03980-021-000 and a portion of 03980-022-000, and is located north of Savannah Station Phase I and Pilot Forest subdivisions, west of the Shady Lane Acres unrecorded survey and Interstate 75, and east of NW County Road 235.

The property is comprised of the Savannah Station Planned Development – Residential (PD-R), which was approved in September 2018 by the adoption of Ordinance 18-19. The Savannah Station Phase II PD-R permits a maximum of 180 dwellings on the subject property. The subject property has a Moderate Density Residential Future Land Use Map Designation, which allows a maximum gross density of 4 units per acre.

The Savannah Station PD-R requires the development to provide a minimum 15 foot landscaped buffer along the project's eastern property boundary lines. The buffer is intended to provide for compatibility of the project with the densities of contiguous and nearby properties.

Development within the proposed subdivision will connect to potable water and wastewater facilities. Stormwater for the proposed development will be conveyed to one existing retention basin located in Savannah Station Phase 2A, and a new stormwater retention basin located to the north of the proposed lots. An analysis of the development's impact on other public facilities, including transportation, potable water, sanitary sewer, solid waste, and public schools, is provided within this report.

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

The preliminary plat for Savannah Station Phase II was originally approved by the City Commission on February 12, 2019. The phasing schedule for the preliminary plat was amended by the City Commission on August 12, 2019. The construction plans for Savanah Station Phase IIA (Units 1 and 2) were approved administratively (as per Section 2.4.10(G)(3) of the City's Land Development Regulations (LDRs)) on October 3, 2019). The infrastructure for Savannah Station Phase 2A, Unit 1 was completed and approved by the City on October 15, 2020. The Final Plat for Savannah Station Phase 2A, Unit 2 was approved on March 8, 2021. The Construction Plans for Savannah Station Phases 2B and 2C were approved administratively on October 28, 2021.

ATTACHMENTS:

Description

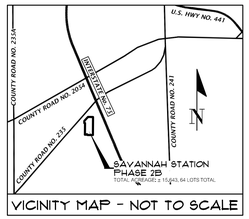
- Savannah Station Phase 2B Final Plat
- Staff Report and Staff Supporting Materials
- Savannah Station Phase 2B Application and Supporting Materials
- Subdividers Agreement
- Title Opinion
- Public Notice Materials for the 12/13/2021 City Commission Hearing

SAVANNAH STATION - PHASE 2B

SITUATED IN SECTIONS 21 AND 28,
TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

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

PLAT BOOK__,PAGE __
SHEET ONE OF TWO



VICINITY MAP - NOT TO SCALE

DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTIONS 21 AND 28,TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4679, PAGE 1929 THROUGH 1931 AND A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4829, PAGES 679 THROUGH 682 OF THE OFFICIAL RECORDS OF ALACHUA, COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF LOT 171, SAVANNAH STATION - PHASE 2A, UNIT 2, AS SHOWN ON THE PLAT THERE OF RECORDED IN PLAT BOOK 37, PAGES 56 THROUGH 58 OF SAID PUBLIC RECORDS, THENCE NORTH 0°18'58" EAST, ALONG THE EAST LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, DISTANCE OF 807.11 FEET TO THE NORTHEAST CORNER OF LOT 157 OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE NORTH 89°31'17" WEST, ALONG THE NORTH LINE OF SAID LOT 157, A DISTANCE OF 45.12 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE DEPARTING THE NORTH LINE OF SAID LOT 157, NORTH 0°28'43" EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; A DISTANCE OF 145.31 FEET TO THE NORTHEAST CORNER OF A COMMON AREA / OPEN SPACE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE DEPARTING THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, NORTH 41°53'43" EAST, A DISTANCE OF 380.35 FEET; THENCE SOUTH 89°21'23" EAST, A DISTANCE OF 349.75 FEET TO THE TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF N.W. 157TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 0°12'50" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 174.61 FEET; THENCE SOUTH 0°32'02" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1088.98 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3312, PAGES 1317 AND 1318; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 89°30'53" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 201.38 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A COMMON AREA / OPEN SPACES OF SAVANNAH STATION - PHASE 2A, UNIT 1, AS SHOWN ON THE PLAT THERE OF RECORDED IN PLAT BOOK 36, PAGES 55 THROUGH 57 OF SAID PUBLIC RECORDS; THENCE NORTH 81°11'45" WEST, ALONG THE NORTH LINE OF SAID COMMON AREA / OPEN SPACE, A DISTANCE OF 15.16 FEET TO THE NORTHEAST CORNER OF LOT 139 OF SAID SAVANNAH STATION - PHASE 2A, UNIT 1; THENCE NORTH 89°40'36" WEST, ALONG THE NORTH LINE OF SAID LOT 139, A DISTANCE OF 158.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°05'33" WEST, 14.07 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 123RD AVENUE, (HAVING A RIGHT OF WAY WIDTH OF 50 FEET); THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT OF WAY LINE OF SAID N.W. 123RD AVENUE THROUGH THE FOLLOWING SIX (6) COURSES: 1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°45'47", AN ARC LENGTH OF 14.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 29°34'44" WEST, 21.84 FEET; 2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°47'25", AN ARC LENGTH OF 22.60 FEET; 3) THENCE NORTH 0°18'58" EAST, A DISTANCE OF 21.39 FEET; 4) THENCE NORTH 89°41'02" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 45°17'14" WEST, 35.34 FEET; 5) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31", AN ARC LENGTH OF 39.24 FEET; 6) THENCE NORTH 89°44'31" WEST, A DISTANCE OF 85.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 15,643 ACRES, MORE OR LESS.

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	14.09'	75.00'	10°45'47"	7.07'	14.07'	N 46°05'33" W
C2	22.60'	25.00'	51°47'25"	12.14'	21.84'	N 25°34'44" W
C3	39.24'	25.00'	89°56'31"	24.97'	35.34'	S 45°17'14" W

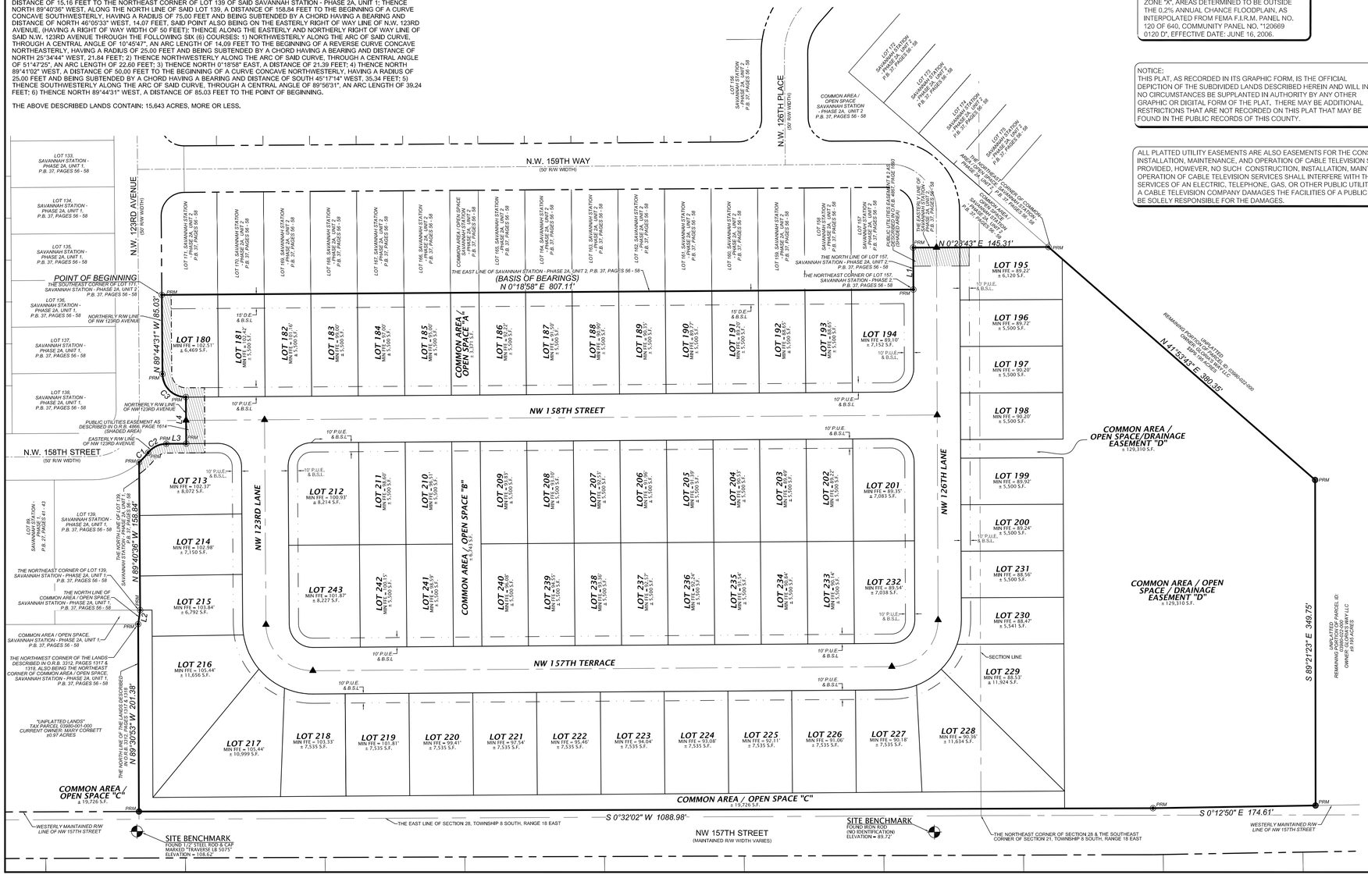
LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°31'17" W	45.12'
L2	N 81°11'45" W	15.16'
L3	N 0°18'58" E	21.39'
L4	N 89°41'02" W	50.00'

LEGEND

- = PLAT BENCHMARK
- = FOUND 5/8" STEEL REBAR & CAP MARKED "PRM LB 5075"
- = SET 5/8" STEEL REBAR & CAP MARKED "PRM LB 5075"
- = SET NAIL AND DISK STAMPED "PCP LB 5075"

P.U.E. = PUBLIC UTILITIES EASEMENT
D.E. = DRAINAGE EASEMENT
B.S.L. = BUILDING SETBACK LINE
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
± = MORE OR LESS
S.R. = STATE ROAD
MIN. MINIMUM
FFE = FINISHED FLOOR ELEVATION
PRM = PERMANENT REFERENCE MONUMENT
R/W = RIGHT OF WAY
ID. = IDENTIFICATION
NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
C.A. = COMMON AREA
O.S. = OPEN SPACE
NO. = NUMBER

GRAPHIC SCALE
0 30 60 120



SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO A VALUE OF N 00°18'58" E, FOR THE EAST LINE OF SAVANNAH STATION - PHASE 2A, UNIT 2, AS RECORDED IN PLAT BOOK 37, PAGES 56 THROUGH 58, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1':5,000'.

3. THE BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). BENCHMARK USED WAS A NATIONAL GEODETIC SURVEY BENCHMARK NUMBER I7516, WITH A PUBLISHED ELEVATION OF 160.03 FEET (NAVD 88).

4. BUILDING SETBACKS (UNLESS SHOWN OTHERWISE)
FRONT= 10'
REAR = 5'
SIDE = 5'
SIDE (STREET) = 5'

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

6. THE COMMON AREA / OPEN SPACES, AND STORM WATER MANAGEMENT AREAS SHOWN HEREON, WILL BE CONVEYED TO THE SAVANNAH STATION OWNER'S ASSOCIATION AND ARE IDENTIFIED FOR MAINTENANCE IN THE HOMEOWNERS ASSOCIATION DOCUMENTS.

7. LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091 (8) AND (9) FLORIDA STATUTES.

8. ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.

FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA F.I.R.M. PANEL NO. 120 OF 640, COMMUNITY PANEL NO. "12069 0120 D", EFFECTIVE DATE: JUNE 16, 2006.

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

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

OWNER'S CERTIFICATION AND DEDICATION

THE FLETCHER DEVELOPMENT, LLC & GLORIA'S WAY, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "SAVANNAH STATION - PHASE 2B" , AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHT-OF-WAYS AS SHOWN HEREON; AND DOES HEREBY DEDICATE THE USE OF DRAINAGE EASEMENTS TO THE PUBLIC FOR THE RIGHT TO DISCHARGE STORM WATER, MAINTENANCE OF THE DRAINAGE EASEMENTS WILL BE THE SOLE RESPONSIBILITY OF THE SAVANNAH STATION OWNERS ASSOCIATION, INC.; AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON SHALL BE MADE ACCESSIBLE TO PUBLIC SERVICE VEHICLES.

WITNESS

GEORGE E. FLETCHER
FLETCHER DEVELOPMENT, LLC &
GLORIA'S WAY, LLC
4510 NW 6TH PLACE
GAINESVILLE, FLORIDA 32607

WITNESS

ACKNOWLEDGEMENT (STATE OF FLORIDA, COUNTY OF ALACHUA)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____DAY OF _____ A.D. 2021

NOTARY PUBLIC-STATE OF FLORIDA

COMMISSION EXPIRES:_____

COMMISSION NO.:_____

MORTGAGEE'S APPROVAL

CAMPUS USA CREDIT UNION, HOLDER OF THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4679, PAGE 1932, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATED:_____ MORTGAGEE:_____

BY:_____

WITNESS

TITLE:

WITNESS

ACKNOWLEDGEMENT (STATE OF FLORIDA, COUNTY OF ALACHUA)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____DAY OF _____ A.D. 2021

NOTARY PUBLIC-STATE OF FLORIDA

COMMISSION EXPIRES:_____

COMMISSION NO.:_____

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

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

MAYOR

ATTEST:

CITY MANAGER

FILED FOR RECORD ON

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

EXAMINED ON

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:

CITY ATTORNEY

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS _____DAY OF _____ A.D. 2021

CLERK OF THE COURT

BY

DATE

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR & MAPPER

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

BY:_____ DATE_____

TROY V. WRIGHT, PSM
FLORIDA REGISTRATION NUMBER: LS 7210

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "SAVANNAH STATION - PHASE 2B" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART 1- PLATTING OF THE FLORIDA STATUTES.

DATE

AARON H. HICKMAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6791
CHW, INC., LB NO. 5075
11801 RESEARCH DRIVE
ALACHUA, FL 32615

SAVANNAH STATION - PHASE 2B

SITUATED IN SECTIONS 21 AND 28,
TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

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

PLAT BOOK__,PAGE __
SHEET TWO OF TWO

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	14.09'	75.00'	10°45'47"	7.07'	14.07'	N 46°05'33" W
C2	22.60'	25.00'	51°47'25"	12.14'	21.84'	N 25°34'44" W
C3	39.24'	25.00'	89°56'31"	24.97'	35.34'	S 45°17'14" W
C4	78.55'	50.00'	90°00'26"	50.01'	70.72'	N 45°19'11" E
C5	78.40'	50.00'	89°50'15"	49.86'	70.61'	N 44°36'09" W
C6	117.82'	75.00'	90°00'26"	75.01'	106.07'	N 45°19'11" E
C7	117.60'	75.00'	89°50'15"	74.79'	105.92'	N 44°36'09" W
C8	39.20'	25.00'	89°50'15"	24.93'	35.31'	N 44°36'09" W
C9	39.34'	25.00'	90°09'45"	25.07'	35.41'	S 45°23'51" W
C10	39.20'	25.00'	89°50'15"	24.93'	35.31'	N 44°36'09" W
C11	39.27'	25.00'	90°00'26"	25.00'	35.36'	N 45°19'11" E
C12	39.27'	25.00'	89°59'34"	25.00'	35.35'	S 44°40'49" E
C13	39.27'	25.00'	90°00'26"	25.00'	35.36'	S 45°19'11" W
C14	11.02'	75.00'	8°25'14"	5.52'	11.01'	N 86°06'47" E
C15	40.74'	75.00'	31°07'36"	20.89'	40.25'	N 66°20'22" E
C16	34.50'	75.00'	26°21'32"	17.56'	34.20'	N 37°35'48" E
C17	31.55'	75.00'	24°06'04"	16.01'	31.32'	N 12°22'00" E
C18	26.88'	75.00'	20°31'52"	13.58'	26.73'	N 9°56'58" W
C19	31.92'	75.00'	24°23'15"	16.21'	31.68'	N 32°24'32" W
C20	31.92'	75.00'	24°23'15"	16.21'	31.68'	N 56°47'47" W
C21	26.88'	75.00'	20°31'52"	13.58'	26.73'	N 79°15'21" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°31'17" W	45.12'
L2	N 81°11'45" W	15.16'
L3	N 0°18'58" E	21.39'
L4	N 89°41'02" W	50.00'
L5	N 0°30'54" E	12.81'
L6	S 0°18'58" W	34.27'
L7	S 0°18'58" W	55.66'

LEGEND
- = PLAT BENCHMARK
- = FOUND 5/8" STEEL REBAR & CAP MARKED "PRM LB 5075"
- = SET 5/8" STEEL REBAR & CAP MARKED "PRM LB 5075"
- = SET NAIL AND DISK STAMPED "PCP LB 5075"

P.U.E. = PUBLIC UTILITIES EASEMENT
D.E. = DRAINAGE EASEMENT
B.S.L. = BUILDING SETBACK LINE
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
± = MORE OR LESS
S.R. = STATE ROAD
MIN. MINIMUM
FFE = FINISHED FLOOR ELEVATION
PRM = PERMANENT REFERENCE MONUMENT
R/W = RIGHT OF WAY
ID. = IDENTIFICATION
NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
C.A. = COMMON AREA
O.S. = OPEN SPACE
NO. = NUMBER

GRAPHIC SCALE
0 25 50 100

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO A VALUE OF N 00°18'58" E, FOR THE EAST LINE OF SAVANNAH STATION - PHASE 2A, UNIT 2, AS RECORDED IN PLAT BOOK 37, PAGES 56 THROUGH 58, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1':5,000'.

3. THE BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). BENCHMARK USED WAS A NATIONAL GEODETIC SURVEY BENCHMARK NUMBER I7576, WITH A PUBLISHED ELEVATION OF 160.03 FEET (NAVD 88).

4. BUILDING SETBACKS (UNLESS SHOWN OTHERWISE)
FRONT= 10'
REAR = 5'
SIDE = 5'
SIDE (STREET) = 5'

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

6. THE COMMON AREA / OPEN SPACES, AND STORM WATER MANAGEMENT AREAS SHOWN HEREON, WILL BE CONVEYED TO THE SAVANNAH STATION OWNERS ASSOCIATION AND ARE IDENTIFIED FOR MAINTENANCE IN THE HOMEOWNERS ASSOCIATION DOCUMENTS.

7. LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091 (8) AND (9) FLORIDA STATUTES.

8. ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.



City of Alachua

Planning & Community Development Department

Staff Report

City Commission Hearing Date: December 13, 2021
Quasi-Judicial Hearing

SUBJECT:	A request for consideration of the final plat of Savannah Station Phase IIB, which proposes the subdivision of a ±15.64 acre subject property into a total of 64 lots, with associated right-of-way and common areas
APPLICANT/AGENT:	Aaron Hickman, PSM, of CHW, Inc.
PROPERTY OWNER:	Fletcher Development, LLC and Gloria's Way, LLC
LOCATION:	North of Savannah Station Phase 1; east of CR 235; west of NW 157tth Street
PARCEL ID NUMBERS:	03980-021-000 and a portion of 03980-022-000
FLUM DESIGNATION:	Moderate Density Residential
ZONING:	PD-R (Planned Development Residential)
OVERLAY:	NA
ACREAGE:	15.64 ± acres
PROJECT PLANNER:	Adam Hall, AICP, Principal Planner
RECOMMENDATION:	Staff recommends that the City Commission: 1. Approve the Final Plat of Savannah Station Phase IIB ("Final Plat"); 2. Approve the "Subdividers Agreement for Savannah Station Phase IIB" ("Subdividers Agreement"); 3. Authorize the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; and, 4. Accept the irrevocable letter of credit from Fletcher Development, LLC. in the amount of $2,067,203.81 as the surety instrument for infrastructure improvements, other than the house sidewalks; and 5. Accept the irrevocable letter of credit from Fletcher Development, LLC. in the amount of $190,248.61 as the surety instrument for the house sidewalks.

RECOMMENDED MOTION:

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

1. *Approves the Final Plat of Savannah Station Phase IIB ("Final Plat"); and,*
2. *Approves the "Subdividers Agreement for Savannah Station Phase IIB" ("Subdividers Agreement"); and,*
3. *Authorizes the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; and,*
4. *Accepts the irrevocable letter of credit from Fletcher Development, LLC. in the amount of $2,067,203.81as the surety instrument for infrastructure improvements, other than the house sidewalks; and*
5. *Accepts the irrevocable letter of credit from Fletcher Development, LLC. in the amount of $190,248.61 as the surety instrument for the house sidewalks.*

SUMMARY

This application is a request by Aaron Hickman, PSM, of CHW, Inc., applicant and agent for Fletcher Development, LLC, property owner, for consideration of the final plat of Savannah Station Phase IIB, which proposes the subdivision of the ±15.64 acre subject property into a total of 64 lots, with associated right-of-way and common areas.

The subject property consists of Parcel Number 03980-021-000 and a portion of 03980-022-000, and is located north of Savannah Station Phase I and Pilot Forest subdivisions, west of the Shady Lane Acres unrecorded survey and Interstate 75, and east of NW County Road 235.

The property is comprised of the Savannah Station Planned Development – Residential (PD-R), which was approved in September 2018 by the adoption of Ordinance 18-19. The Savannah Station Phase II PD-R permits a maximum of 180 dwellings on the subject property. The subject property has a Moderate Density Residential Future Land Use Map Designation, which allows a maximum gross density of 4 units per acre.

The Savannah Station PD-R requires the development to provide a minimum 15 foot landscaped buffer along the project's eastern property boundary lines. The buffer is intended to provide for compatibility of the project with the densities of contiguous and nearby properties.

Development within the proposed subdivision will connect to potable water and wastewater facilities. Stormwater for the proposed development will be conveyed to one existing retention basin located in Savannah Station Phase 2A, and a new stormwater retention basin located to the north of the proposed lots. An analysis of the development's impact on other public facilities, including transportation, potable water, sanitary sewer, solid waste, and public schools, is provided within this report.

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

The preliminary plat for Savannah Station Phase II was originally approved by the City Commission on February 12, 2019. The phasing schedule for the preliminary plat was amended by the City Commission on August 12, 2019. The construction plans for Savanah Station Phase IIA (Units 1 and 2) were approved administratively (as per Section 2.4.10(G)(3) of the City's Land Development Regulations (LDRs)) on October 3, 2019). The infrastructure for Savannah Station Phase 2A, Unit 1 was completed and approved by the City on October 15, 2020. The Final Plat for Savannah Station Phase 2A, Unit 2 was approved on March 8, 2021. The Construction Plans for Savannah Station Phases 2B and 2C were approved administratively on October 28, 2021.

Illustration 1. Sheet 1, Savannah Station Phase II PD-R PD Master Plan

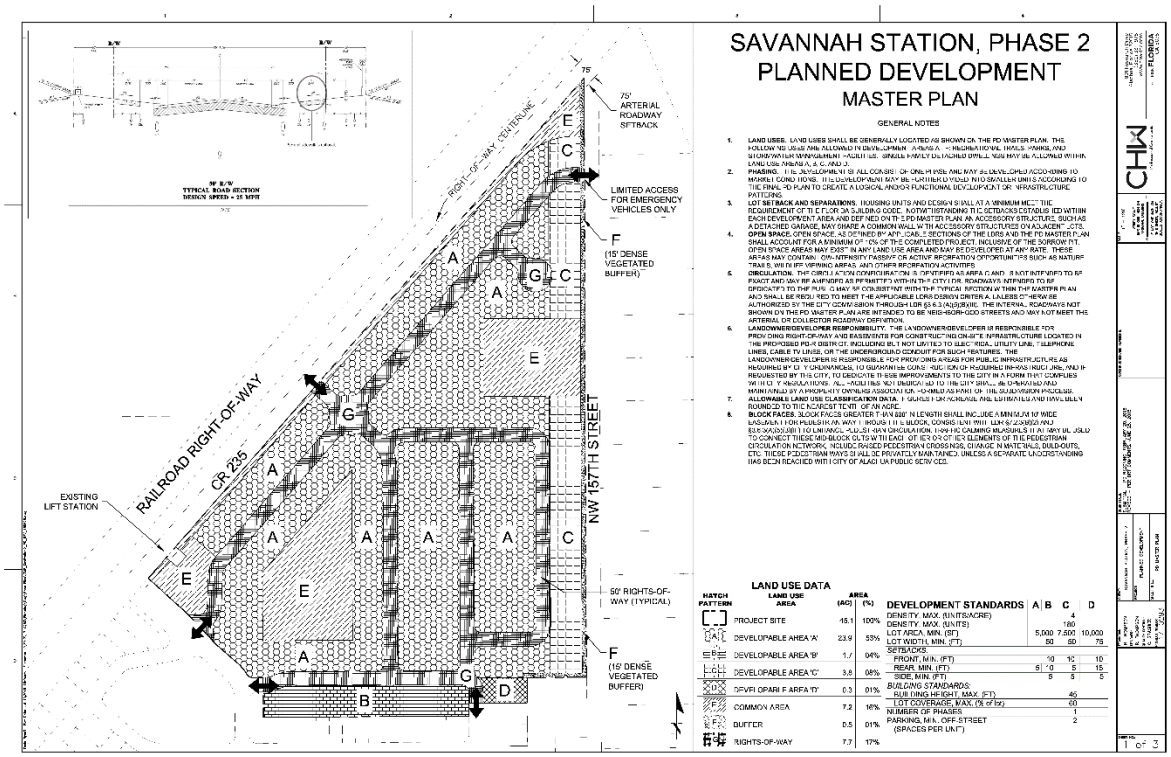


Illustration 2. Sheet 1, Savannah Station Phase II Preliminary Plan/ Final PD Plan

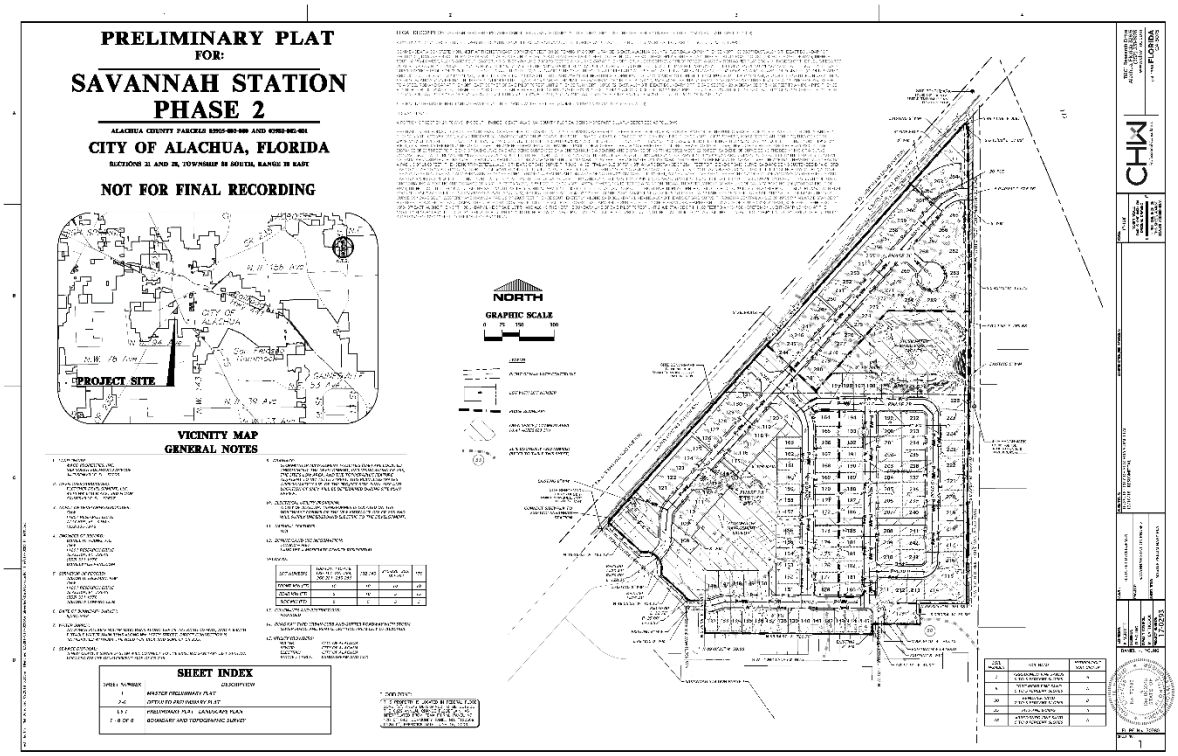
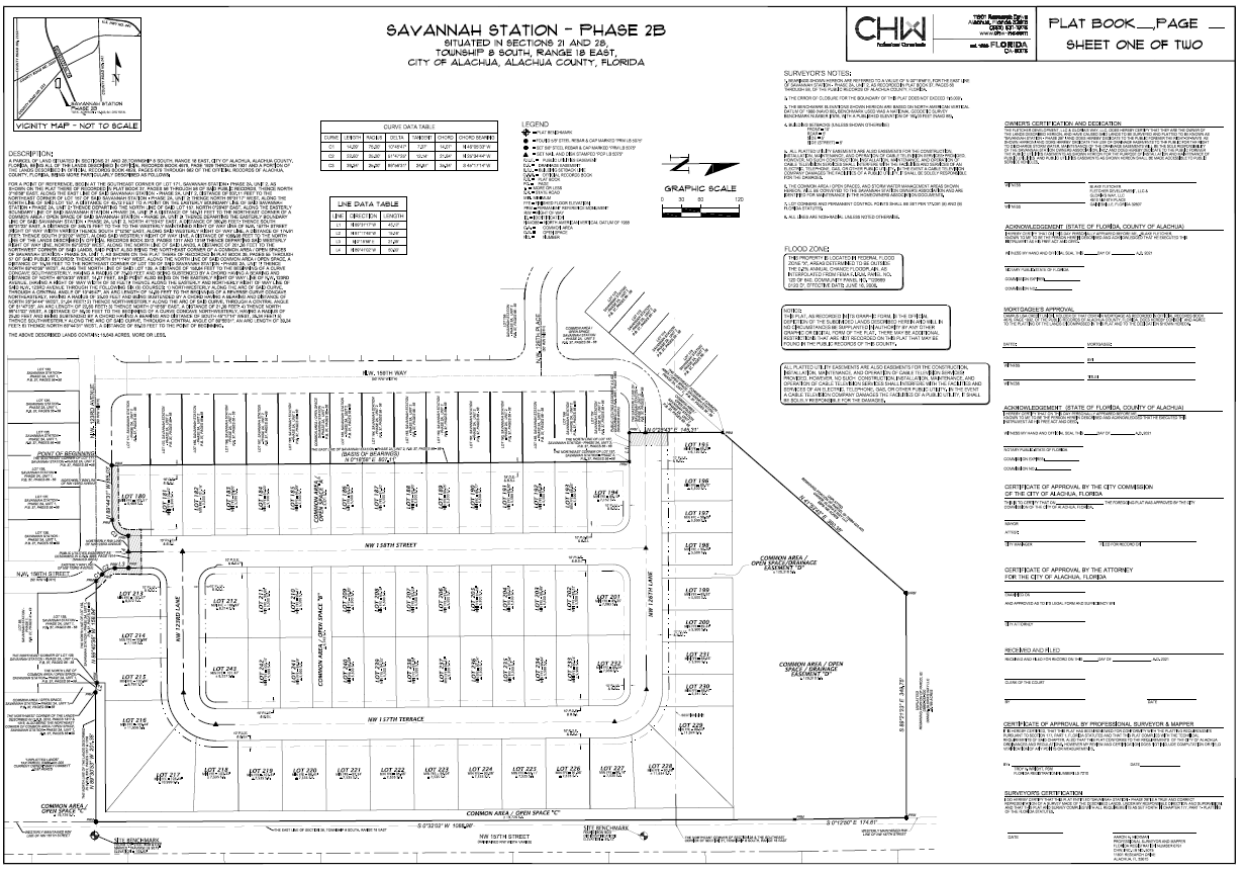


Illustration 2. Sheet 1, Savannah Station Phase 2B Final Plat



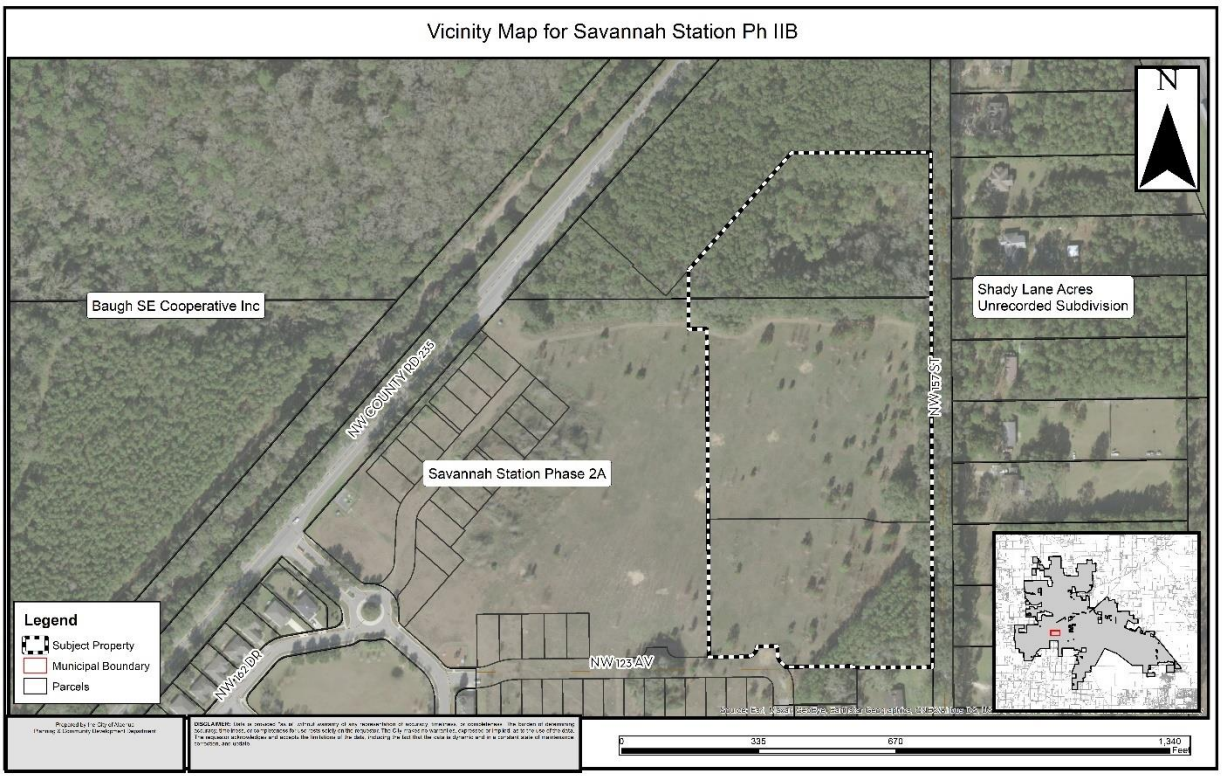
SURROUNDING USES

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

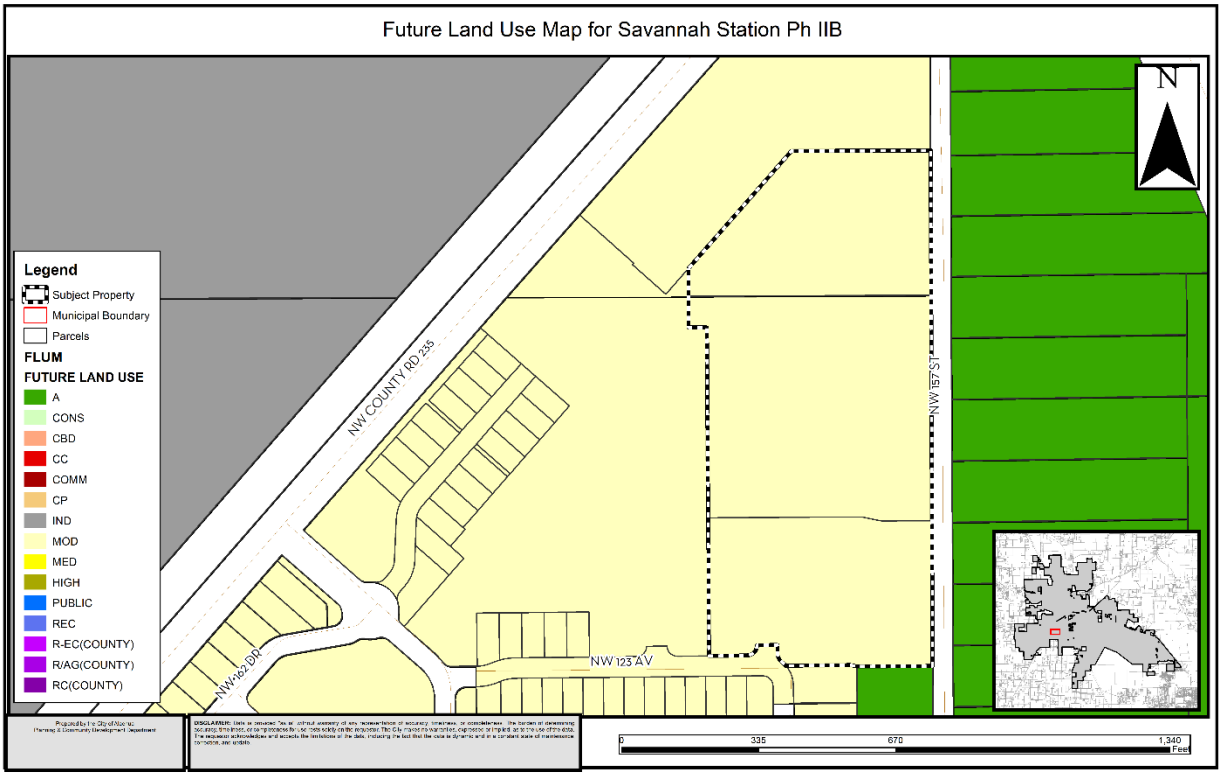
Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Vacant Lands	Moderate Density Residential	Planned Development-Residential (PD-R)
South	Savannah Station Phase 2A, Unit 1	Moderate Density Residential	Planned Development-Residential (PD-R)
West	Savannah Station Phase 2A, Units 1 and 2	Moderate Density Residential	Planned Development-Residential (PD-R)
East	Single Family Residential	Agricultural	Agriculture (A)

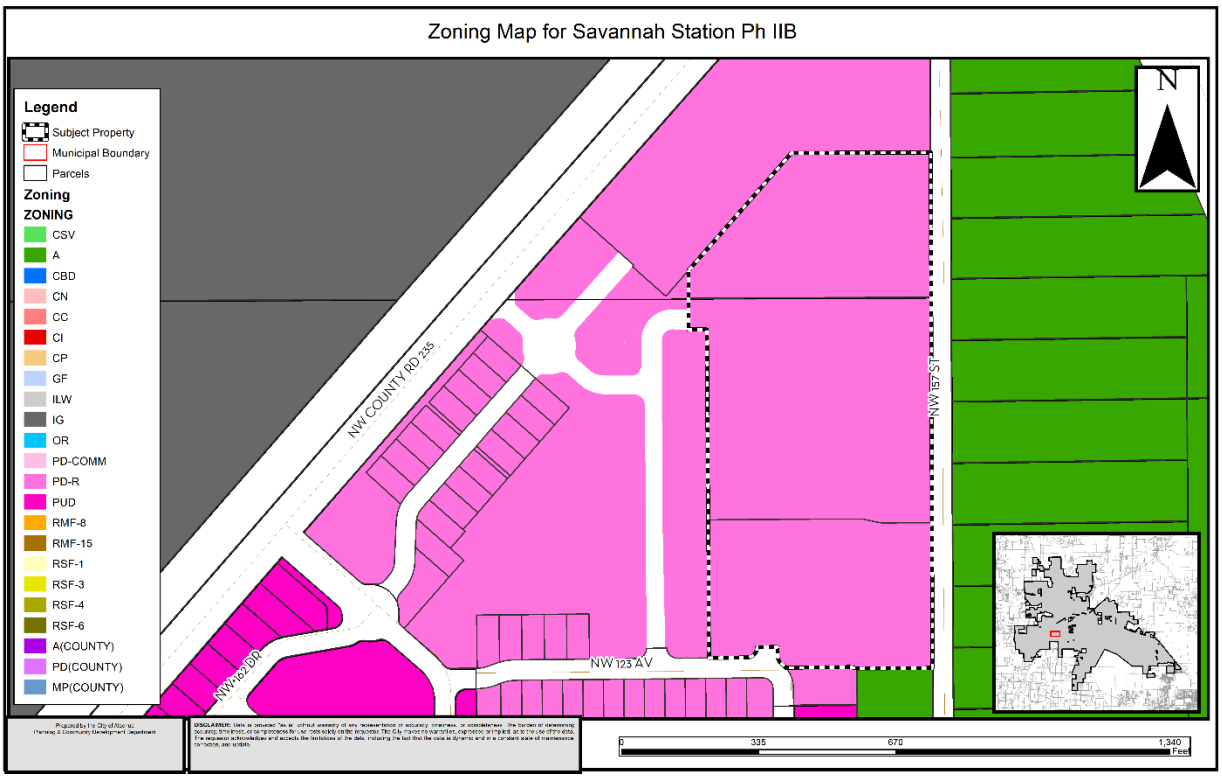
Map 1. Vicinity Map



Map 2. Future Land Use Map



Map 3. Zoning Map



CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Future Land Use Element

GOAL 1: Future Land Use Map 2025:
The City of Alachua shall maintain a Future Land Use Map in order to effectively guide development in a sustainable manner and to ensure economic prosperity and stability while maintaining a high quality of life for all of its present and future citizens.

Objective 1.2: Residential

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

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

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

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

GOAL 2: Innovative Design Standards: The City shall utilize innovative design standards to discourage urban sprawl, provide aesthetic standards, promote open space and preserve rural character.

Objective 2.1: Planned Development (PD) Standards
In an effort to reduce the impacts of urban sprawl on the community and the region, the City of Alachua shall provide for a wide array of planned developments to encourage the

creation of interrelated neighborhoods and districts to increase the quality of life for all residents of the City.

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

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

Analysis of Consistency with Goal 2, Objective 2.1, and Policy 2.1.a: The subject property has been rezoned in accordance with the standards for Planned Developments found in the City's LDRs.

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

Policy 5.1.a: Topography: The City shall protect the natural topography of the City, including steep and seepage slopes, by requiring new development to include techniques to minimize negative impacts on the natural terrain. An emphasis will be placed on retaining the natural function of seepage slopes during development. Additionally, retention of existing native vegetation will be encouraged as one method of protecting slopes.

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

Policy 5.1.c: Flood prone areas: The City shall require as part of the development review process the identification of FEMA flood zone areas. Where necessary, base flood elevations and minimum finished floor elevations shall be established. The City shall also require finished floor elevations on subdivision plats, site plans and building permit plans when necessary to determine compliance with flood prone area regulations.

The City shall establish standards for a limitation on filling in flood prone areas.

Policy 5.1.d: Wetlands: The City shall utilize statewide wetland delineation methodology in accordance with Florida Administrative Code (FAC) and regulations adopted by the FDEP and the Suwannee River Water Management District.

Policy 5.1.e: Habitat: The City shall require as part of the development review process, an inventory of listed species for all new developments in areas identified as known habitat for listed species if listed species are known to exist in close proximity to the development. The survey shall include detailed information regarding type, quantity, location, and habitat requirements for any listed species identified. A de minimus threshold for properties required to complete the inventory shall be established in the City's Land Development Regulations.

Analysis of Consistency with Objective 5.1 and Policies 5.1.a – e: Based on the environmental assessment provided by the applicant, there are no significant environmental resources that would limit or impact development, except for the presence or potential presence of gopher tortoises. As a condition of approval, the applicant was required to provide a 100% gopher tortoise survey, which was completed on November 11, 2019.

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

Analysis of Consistency with Objective 5.2: The subject property is located within the City's potable water and wastewater service areas, as defined in Policies 1.2.a and 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the Comprehensive Plan, and will be required to connect to the City of Alachua's potable water and wastewater system.

GOAL 9: Water and Wastewater Service:

The City will ensure that new development within the corporate limits, where potable water and wastewater service are available, as defined in Policy 1.2.a and Policy 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the Comprehensive Plan, shall connect to the City of Alachua's potable water and wastewater system.

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

wastewater service is available, as defined in Policy 1.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan, regardless of size, that is within a Residential Future Land Use Map Designation shall connect to the City of Alachua's wastewater system.

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

Housing Element

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

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

Recreation Element

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

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

Transportation Element

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

Analysis of Consistency with Objective 1.1: An analysis of the impacts to transportation facilities has been provided within this report. The proposed amendment would not result in a decrease in the level of service for transportation facilities monitored for concurrency.

Community Facilities & Natural Groundwater Aquifer Recharge Element

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

service shall be deemed available if:

1. A gravity wastewater system, wastewater pumping station, or force main exists within · mile of the property line of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and the gravity wastewater system, wastewater pumping station, or force main can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Analysis of Consistency with Policy 1.2.a: The subject property is located within the wastewater service area, and any future development on the subject property will be required to connect to the wastewater system.

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

FACILITY TYPE	LEVEL OF SERVICE STANDARD
Solid Waste Landfill	.73 tons per capita per year

Analysis of Consistency with Objective 2.1.a: An analysis of the impacts to solid waste facilities has been provided within this report. The proposed amendment would not result in a decrease in the level of service for solid waste disposal facilities.

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

1. A water main exists within · mile of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Analysis of Consistency with Policy 4.1.b: The subject property is located within the potable water service area, and any future development on the subject property will be required to connect to the potable water system.

Conservation and Open Space Element

OBJECTIVE 1.3: Listed Species

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

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

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

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

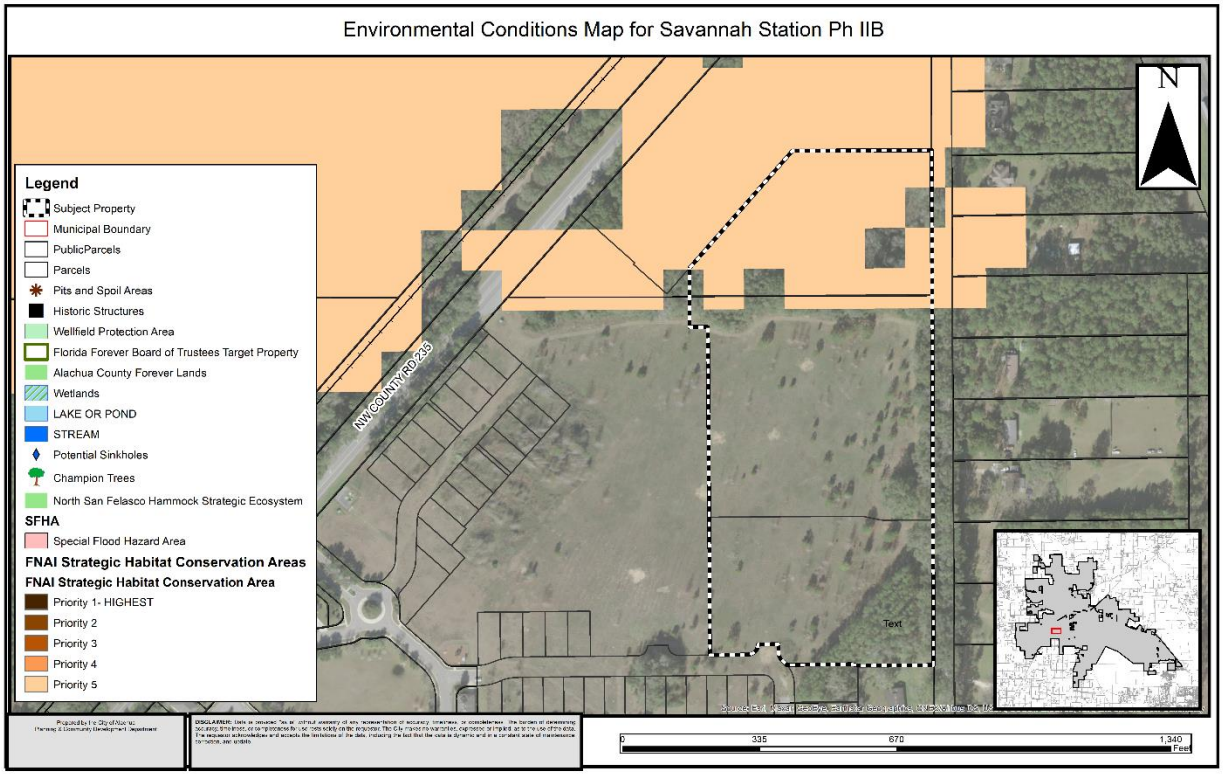
Policy 1.3.d: The City shall require prior to development approval, an inventory of listed species for all new developments in areas identified as known habitat for listed species. The inventory shall include detailed information regarding type, quantity, and location and habitat requirements for any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

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

Analysis of Consistency with Objective 1.3 and Policies 1.3.a – e: Based on the environmental assessment provided by the applicant, there are no significant environmental resources that would limit or impact development, except for the presence or potential presence of gopher tortoises. As a condition of approval, the applicant was required to provide a 100% gopher tortoise survey, which was completed on November 11, 2019.

ENVIRONMENTAL CONDITIONS ANALYSIS

Map 4. Environmental Features



Wetlands

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

Evaluation: No wetlands have been identified on subject property. If wetlands are identified on subject property at a later time, the applicable standards in the City's Comprehensive Plan, Land Development Regulations, and Suwannee River Water Management District (SRWMD) regulations would apply to those areas identified as wetlands; therefore, there are no issues related to wetland protection.

Strategic Ecosystems

Strategic Ecosystems were identified by an ecological inventory project in a report prepared for Alachua County Department of Growth Management in 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 an Strategic Ecosystem, therefore, the development will have no impact upon any Strategic Ecosystem(s) identified within the ecological inventory report.

Regulated Plant & Animal Species

Based on the environmental assessment provided by the applicant, there are no significant environmental resources that would limit or impact development, except for the presence or potential presence of gopher tortoises.

Evaluation: As a condition of the preliminary plat previously approved, the applicant was required to submit a 100% gopher tortoise survey for the subject property, which was completed on November 11, 2019.

Soil Survey

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

Table 2. Soil Analysis

Soil Type	Hydrologic Group	Drainage Class	Dwellings without basements	% of Subject Property (may not total to 100% due to rounding)
Gainesville Sand, 0 to 5 % slopes	A	Well drained	Not limited	81.6
Fort Meade Fine Sand, 0 to 5 % slopes	A	Well drained	Not limited	3.8
Pits and Dumps	NA	Poorly drained	Not rated	14.6

Evaluation: The soil type located within the subject property will not pose any significant limitations for dwellings without basements. The pits and dumps classification appears to be a borrow pit used for roadway construction. The proposed stormwater retention area to serve Phase 2B will be located in this area. No homes or streets are proposed to be located in the "pits and dumps" soil classification area.

Flood Potential

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

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

Karst-Sensitive Features

Karst sensitive areas include geologic features, such as fissures, sinkholes, underground streams, and caverns, and are generally the result of irregular limestone formations. The subject property is located within an area where sinkholes may potentially allow hydrologic access to the Floridan Aquifer System, however, best available data indicates that no sinkholes or known indicators of sinkhole activity are located on the subject property.

Evaluation: There are no geologic features located on the subject property which indicate an increased potential for karst sensitivity.

Wellfield Protection Zone

Policy 7.2.1 of the Future Land Use Element of the Comprehensive Plan establishes a 500 foot radial buffer around city-owned potable water well.

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

Historic Structures and Markers

The subject property does not contain any historic structures or markers as determined by the State of Florida and the Alachua County Historic Resources Inventory.

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

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

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

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

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

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

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

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

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

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

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

Evaluation & Findings: An evaluation of the application's consistency with the City's Comprehensive Plan has been provided within this report. The application is consistent with all other relevant City ordinances and regulations. In addition, the final plat is consistent with the Savannah Station Phase 2 PD Ordinance (Ordinance 18-19) and the PD Master Plan.

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

Evaluation & Findings: A subdivider agreement has been prepared in accordance with Subsection 2.4.10(G)(4.) The subdivider agreement (included within the supporting application materials attached as Exhibit "A" to this report)

establishes the requirements for the construction of infrastructure, inspection of infrastructure during construction, and the maintenance guarantee for infrastructure improvements. The foregoing provisions within the subdivider agreement meet the requirements of Sections 2.4.10(G)(4) and 7.4 of the LDRs.

(vi) Include the following certificates, which shall be signed by the subdivider and the LDR Administrator:

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

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

PUBLIC FACILITIES IMPACT

The analysis of each public facility provided below represents an analysis of the impacts which would be generated by the proposed development, which consists of 64 single-family residential units.

At present, the impacts which would be generated by the proposed development are acceptable and are not anticipated to degrade the Level of Service (LOS) of any public facility. A final plat is a final development order so concurrency will be reserved, if the Plat is approved by the City Commission.

Table 2. Affected Comprehensive Plan Roadway Segment[1]

Segment Number[2,3]	Segment Description	Lanes	Functional Classification	Area Type	LOS
NA	CR 235 (from South City Limits to CR 241)	2U	County Maintained Major Collector	NA	D

1 Source: City of Alachua Comprehensive Plan, Traffic Circulation Element.
2 For developments generating 1,000 trips or greater, affected roadway segments are identified as all those wholly or partially located within · mile of the development's ingress/egress, or to the nearest intersecting major street, whichever is greater, and all roadway segments for which the proposed development's impacts are 5% or greater on the Maximum Service Volume (MSV) of the roadway [Section 2.4.14(H)(2)(b) of the LDRs].
3 FDOT roadway segment number shown in parenthesis. For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.

Table 3. Potential Trip Generation[1]

	Land Use	AADT (Enter/Exit)	AM Peak Hour (Enter/Exit)	PM Peak Hour (Enter/Exit)
Savannah Station Phase 2B	Single- Family, Detached [2] (ITE Code 210)	609 (304/304)	49 (13/36)	64 (41/23)

1 Source: ITE Trip Generation, 10th Edition.
2 Formulas: AADT – 9.52 trips per dwelling unit x 64 dwelling units (50% entering/50% exiting); AM Peak Hour – 0.76 trips per dwelling unit x 64 dwelling units (26% entering/74% exiting); PM Peak Hour – 1.00 trips per dwelling unit x 64 dwelling units (64% entering/36% exiting).

Table 4. Potential Impact on Affected Comprehensive Plan Roadway Segments

Traffic System Category	CR 235 (from SCL to CR 241)[1]
Maximum Service Volume[2]	15,120
Existing Traffic[3]	5,672
Reserved Trips[4]	79
Available Capacity[4]	9,369
Potential Impact Generated by Proposed Final Plat	609
Residual Capacity after Proposed Plat[5]	**8,760**
PM Peak Hour Traffic Analysis	**CR 235 (from SCL to CR 241)[1]**
Maximum Service Volume[2]	1,359
Existing Traffic[3]	539
Reserved Trips[4]	13
Available Capacity[4]	807
Potential Impact Generated by Proposed Final Plat	64
Residual Capacity after Proposed Plat[5]	**743**

1 FDOT roadway segment number shown in parenthesis. For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.
2 AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook.
3 Florida Department of Transportation, District Two, Level of Service Reporting Tool 2019, accessed April 7, 2021
4 Source: City of Alachua December 2021 Development Monitoring Report.
*5 The application is for a Final Development Order. Facility capacity and concurrency **will be** reserved.*

Evaluation: It is anticipated that the proposed amendment will not adversely affect the Level of Service ("LOS") for the affected roadway segment, and the potential impact of 64 single-family residential dwellings is therefore acceptable. This analysis is based on the maximum development potential of 64 single-family residential dwellings.

Potable Water Impacts

Table 5. Potable Water Impacts

System Category	Gallons Per Day
Current Permitted Capacity*	2,300,000
Less Actual Potable Water Flows*	1,300,250
Reserved Capacity*	168,234
Potential Potable Water Demand from Proposed Amendment **	17,600
Residual Capacity	**813,916**
Percentage of Permitted Design Capacity Utilized	**64.61%**

Sources:
** City of Alachua October 2020 Development Monitoring Report*
***City of Alachua Comprehensive Plan Potable Water Level of Service of 275 gallons/du/ day*

Evaluation: The proposed amendment would increase the maximum potential demand from the development of the subject property to 17,600 gallons per day. This analysis is based on the maximum development potential of 64 single-family residential dwellings that would be permitted by the proposed Final Plat. It is anticipated that the proposed amendment will not adversely affect the Level of Service ("LOS") for potable water facilities, and the impacts are therefore acceptable.

Sanitary Sewer Impacts

Table 6. Sanitary Sewer Impacts

System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity*	1,500,000
Less Actual Treatment Plant Flows*	677,000
Reserved Capacity*	149,453
Projected Potential Wastewater Demand from Proposed Amendment **	16,000
Residual Capacity	**657,574**
Percentage of Permitted Design Capacity Utilized	**56.16%**

Sources:
** City of Alachua December 2021 Development Monitoring Report*
***City of Alachua Comprehensive Plan Potable Water Level of Service of 250 gallons/du/ day*

Evaluation: The proposed amendment would increase the maximum potential demand from the development of the subject property to 16,000 gallons per day. This analysis is based on the maximum development potential of 64 single-family residential dwellings that would be permitted by the proposed Final Plat. It is anticipated that the proposed amendment will not adversely affect the Level of Service ("LOS") for sanitary sewer facilities, and the impacts are therefore acceptable.

Recreational Impacts

Table 7a. Recreational Impacts

System Category	Acreage
Existing City of Alachua Recreation Acreage[1]	135.48
Acreage Required to Serve Existing Population[2]	52.87
Reserved Capacity[1]	2.20
Potential Demand Generated by Development[3]	0.80
Residual Recreational Capacity After Impacts	**79.61**

Sources:
1 City of Alachua December 2021 Development Monitoring Report.
2 2020 US Census; Policy 1.2.b, Recreation Element (Formula: 10,574 persons / [5 acres/1,000 persons])
3 US Census Bureau; Policy 1.2.b, Recreation Element (Formula: 2.5 persons per dwelling x 64 dwellings / [5 acres/1,000 persons])

Table 7b. Improved Passive Park Space Analysis

Minimum Improved Passive Park Space Required to Serve Existing Population & Reserved Capacity[1]	11.01 acres
Acreage Required to Serve Demand Generated by Development[2]	0.16 acres
Total Area Required to Serve Existing Population, Reserved Capacity, & Demand Generated by Development	11.17 acres
Existing Improved Passive Park Space[1]	34.82 acres
Improved, Passive Park Space Utilized by Existing Population, Reserved Capacity, & Demand Generated by Development[3]	**32.08%**

1 Source: City of Alachua December 2021 Development Monitoring Report.
2 Formula: Recreation Demand Generated by Development (0.80 acres) x 20%.
3 Formula: Total Improved Passive Park Space / (Acreage Required to Serve Existing Population + Reserved Capacity + Acreage Required to Serve Demand Generated by Development.)

Evaluation: The proposed amendment would increase the maximum potential demand from the development of the subject property acres by 0.80 acres, and for passive park space by 0.16 acres. It is

anticipated that the proposed amendment will not adversely affect the Level of Service ("LOS") of recreational facilities; therefore, the impacts are acceptable.

Solid Waste Impacts

Table 8. Solid Waste Impacts

System Category	Lbs Per Day	Tons Per Year
Existing Demand[1]	42,296.00	7,719.02
Reserved Capacity[2]	16,679.67	3,044.04
Projected Solid Waste Demand from Application[3]	606.72	110.73
New River Solid Waste Facility Capacity[4]	**50 years**	

Sources:
1 2020 US Census; Policy 2.1.a, CFNGAR Element (Formula: 10,574 persons x 0.73 tons per year)
2 City of Alachua December 2021 Development Monitoring Report
3 Policy 2.1.a, CFNGAR Element (Formula: 2.37 persons per dwelling x 64 dwellings x 0.73 tons per year)
4 New River Solid Waste Facility, April 2021

Evaluation: The proposed amendment would increase the maximum potential demand from the development of the subject property by approximately 607 tons per year. It is anticipated that the proposed amendment will not adversely affect the Level of Service ("LOS") of solid waste; therefore, the impacts are acceptable.

Public School Impact

A School Capacity Review was submitted to The School Board of Alachua County (SBAC) in accordance with the City's Comprehensive Plan, specifically Policies 1.1.b, 1.1.c, 1.1.e, and 1.1.f of the Public School Facilities Element. According to the School Capacity Review report submitted to the City by the School Board of Alachua County on August 17, 2021, the students generated by the proposed amendment can be reasonably accommodated for the five, ten, and twenty year planning periods at the elementary, middle, and high school levels.

EXHIBIT "A"

TO SAVANNAH STATION PHASE 2B
FINAL PLAT
STAFF REPORT

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

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

September 14, 2021

Also sent electronically to aaronh@chw-inc.com

Aaron Hickman, PSM
Causseaux, Hewett, & Walpole, Inc.
11801 Research Drive
Alachua, FL 32615

RE: DRT Comments for Savannah Station Phase 2B and 2C Final Plat

Dear Mr Hickman:

On August 17, 2021, the City received your initial application for the Final Plat of Savannah Station Phase 2B and 2C. The Final Plat for Savannah Station Phase 2B and 2C proposes to subdivide a ±24.83 acre property into a total of 107 lots, with associated open space areas and right-of-way. On February 11, 2019, the City Commission of the City of Alachua approved your application for the Preliminary Plat of Savannah Station Phase II, which proposes to subdivide a ±44.67 acre subject property into a total of 178 lots, with associated open space areas and right-of-way. The Construction Plans for Phase 2B and 2C are currently still under review.

The application has been reviewed for compliance with the applicable review standards, including the approved Planned Development Ordinance, approved Preliminary Plat, the City's Comprehensive Plan and Land Development Regulations (LDRs). Based upon Staff's review, revisions must be made to the application before it will be approved. Please address all insufficiencies outlined below in writing and provide an indication as to how they have been addressed by 4:00 PM on **Wednesday, September 29, 2021.** Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved, if any, before the item may be forwarded to the City Commission.

Please address the following insufficiencies (begins on next page):

Deficiencies to be Addressed

Unless otherwise noted, references to code Sections refer to City of Alachua Land Development Regulations. Where applicable, new comments are noted.

1. *Construction Plans*
    a. All comments related to the pending Construction Plans application must be addressed prior to forwarding of Final Plat application to the City Commission. Latest construction plans submittal was September 9, 2021. The City anticipates review of this submittal to be complete by September 27, 2021.

2. *Dimensional Standards*
    a. Rear setbacks for Lots 180 through 194 appear to exceed minimum rear setback line (5') as outlined in Preliminary Plat, Construction Plans and PD Agreement. Please verify.

3. *Development Standards*
    a. Prior to the City Commission considering the Final Plat application, approval and payment must be made for any tree mitigation required under Section 6.2.1 (D)(7), of the City of Alachua Land Development Regulations. Per submitted Tree Mitigation memo, the total amount due for Phase 2B is $33,931.84. The total amount due for Phase 2C is $128,433.60.

4. *Density*
    a. Total number of lots permitted by the approved preliminary plat is 178. Modification to preliminary plat is needed to permit 179 overall lots. See Section 2.4.10 (G)(3)(j).

5. *Surety Devices*
    a. Please provide surety device type, surety (company guaranteeing the device), and contact information for surety. If constructing sidewalks in front of lots at time of building permit, a separate surety device will be required for those improvements.
    b. Please provide estimate of probable construction costs for all civil infrastructure and common area sidewalks.
    c. Please provide estimate of probable construction costs for sidewalks that are proposed to be constructed at time of building permit, if applicable.
    d. If permanent reference monuments are not currently set, cost of surveyor installation must be included with probable cost estimates.

6. *Land Rights*
    a. An updated letter of title opinion will be needed within 30 days of the hearing before the City Commission.
    b. If there is to be a stormwater drainage area in common area/open space area "A" then a drainage easement in favor the City must be noted or shown on the Plat from NW 162nd Drive to stormwater drainage area.

7. *Miscellaneous*
    a. Are both phases 2B and 2C being platted at this time? If not, phase 2C must be heard before Commission within 6 months of clearing of all comments by Project Assistance Team, but not after the latest of February 11, 2022 (2.4.10 (G)(3)(h)(i)(a))expiration of preliminary plat)[unless an extension sought under Executive Order 21-94 is issued], 6 months after approval of construction plans (2.4.10 (G)(3)(h)(i)(b)) or 12 months after approval of the final plat for Phase 2B ((2.4.10 (G)(3)(h)(i)(c)). Additionally, if 2B is to be platted first, 2C Final Plat will need to be updated to reflect new lots being created. Additionally, if 2C is held at a different public hearing than Phase 2B, the applicant will be responsible for advertising costs associated with the hearing.
    b. Mailing labels for individuals and organizations registered with the City to receive notices have not been provided. Please provide 1 (one) set of mailing labels for individuals and organizations registered with the City to receive notices. This list is available on the City's website or by contacting the project planner with the City of Alachua.
    c. Proposed plat sheet for Phase 2B shows NW 159th Street as an existing street. Actual street designation is NW 159th Way.

8. *Public Services/ Engineering /Outside Review Comments*
    a. The applicant must address the comments provided by Troy Wright, PSM., of JBrown Professional Group in a letter dated September 13, 2021 (attached).
    b. Please see street designations from Alachua County e911 addressing.

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. We look forward to receiving your revised application.

Sincerely,

Adam Hall, AICP
Planner

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

JBPro
Civil Engineering | Land Planning
Surveying | Construction Services

Gainesville | St. Augustine
3530 NW 43rd Street
Gainesville, FL 32606

November 2, 2021

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

Re: Savannah Station Phase 2B and 2C

Dear Mr. Hall:

As you requested, we have reviewed the Savannah Station Phase 2B and 2C submittal drawings and other materials provided to us for the above referenced project. Our review generated a few minor comments and recommendations that are outlined below.

Plat Phase 2B

1. Suggest adding covenants and restrictions note from title opinion.
2. Title opinion provided was older than 30 days, however based on the title opinion provided there are no additional items needed. Suggest an updated title opinion before recording per statute.
3. Common areas & lots of savannah station adjacent to platted parcel do not show acreage
4. On the north end of the plat the adjacent lands has an error in the acreage display
5. NW 126th lane has an overall dimension of 400.20 but the segments or listed as 220.14 and 180.05 which add up to 400.19. please revise
6. NW 123rd lane overall lot dimensions on the north side of the road does not match overall lot dimensions on the south side of the road.

Plat Phase 2C

1. Not resubmitted

Sincerely,

Troy Wright
Director of Surveying, JBrown Professional Group Inc.

Cc: Aaron Hickman

JBPro
Civil Engineering | Land Planning
Surveying | Construction Services

Gainesville | St. Augustine
3530 NW 43rd Street
Gainesville, FL 32606

September 13, 2021

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

Re: Savannah Station Phase 2B and 2C

Dear Mr. Hall:

As you requested, we have reviewed the Savannah Station Phase 2B and 2C submittal drawings and other materials provided to us for the above referenced project. Our review generated a few minor comments and recommendations that are outlined below.

Phase 2B Plat

1. Outer corners of plat have a symbol not in legend
2. Missing individual road names
3. North road overall dimension doesn't match individual dimensions
4. East and west lines of lots 217-228 – individual dimensions don't add up to overall dimension
5. Lots 213-215 – individual dimensions don't add up to overall dimension on north and south lines
6. North line of lot 194 and line L1 individual dimensions don't add up to overall dimension
7. Scale not to exceed 1:50 current scale at 1:60
8. Error of closure must be 1:5000
9. No survey date on boundary survey
10. Adjacent lands do not show acreage
11. POC is called for in first line of legal but map only shows POB. Suggest adding POB to first line in legal
12. No title opinion provided. Cannot verify ownership interest for plat signatures

Phase 2C Plat

1. Outer corners of plat have a symbol not in legend
2. Missing individual road names
3. Scale not to exceed 1:50 current scale at 1:60
4. Error of closure must be 1:5000
5. No survey date on boundary survey
6. Adjacent lands do not show acreage

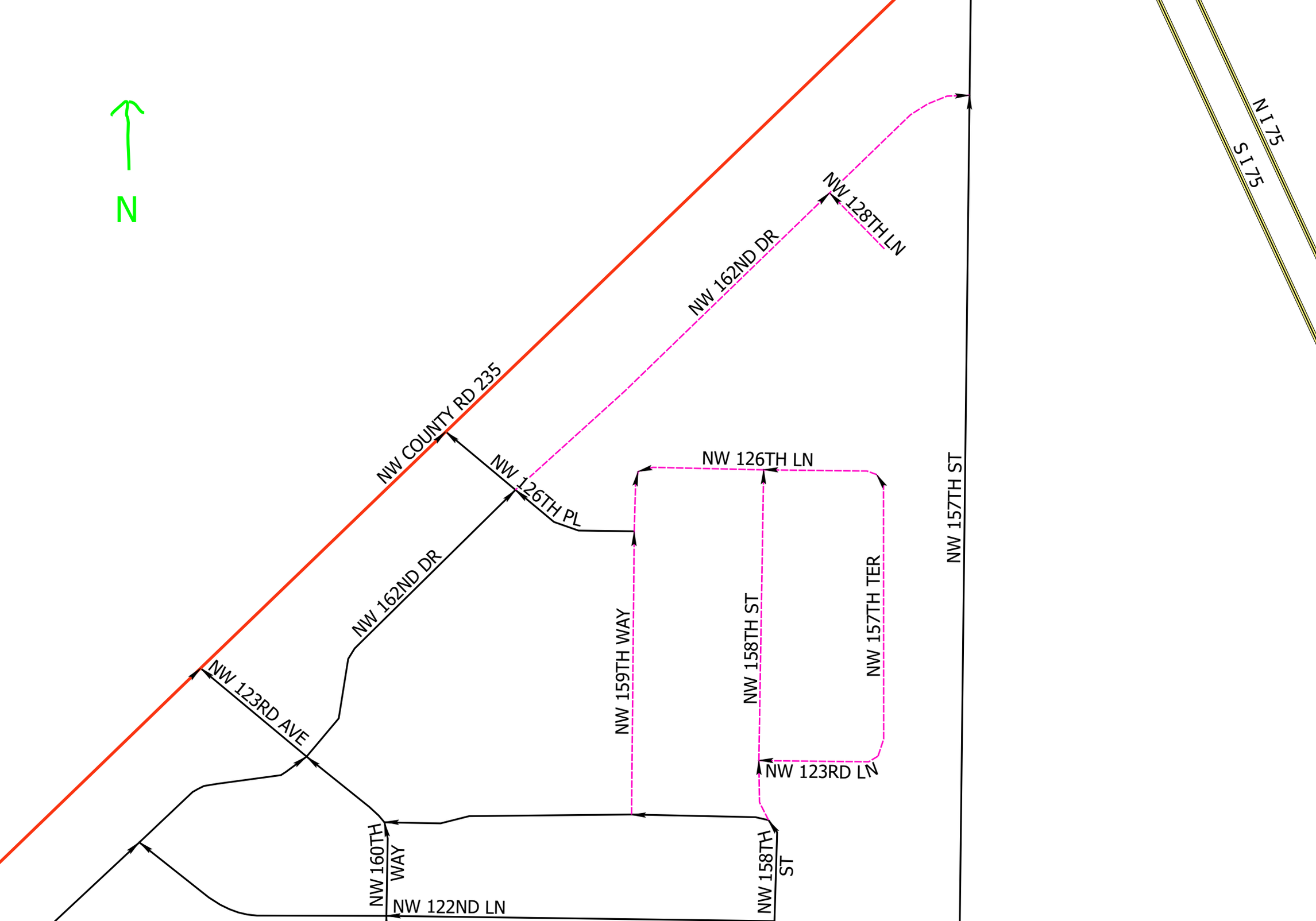
7. POC is called for in first line of legal but map only shows POB. Suggest adding POB to first line in legal
8. Overall dimension for NW 162nd dr does not match individual dimensions
9. Arc for C20-22 does not match arc for C9
10. Arc for C10-16 does not match arc for C4
11. No title opinion provided. Cannot verify ownership interest for plat signatures

Sincerely,



Troy Wright
Director of Surveying, JBrown Professional Group Inc.

Cc: Aaron Hickman


N
NW COUNTY RD 235
NW 126TH PL
NW 162ND DR
NW 128TH LN
NW 162ND DR
NW 123RD AVE
NW 126TH LN
NW 159TH WAY
NW 158TH ST
NW 157TH TER
NW 157TH ST
NW 123RD LN
NW 160TH WAY
NW 158TH ST
NW 122ND LN
N I 75
S I 75

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

August 19, 2021

Also sent electronically to aaronh@chw-inc.com

Aaron Hickman, PSM
Causseaux, Hewett, & Walpole, Inc.
11801 Research Drive
Alachua, FL 32615

RE: Completeness Review of Savannah Station Phase 2B and 2C Final Plat

Dear Mr. Hickman:

On August 17, 2021 the City of Alachua received your application for the Final Plat for Savannah Station Phases 2B and 2C, which proposes to subdivide a ±24.83 acre subject property (Parcel 0.980-022-000 and a portion of 03980-021-00) into a total of 107 lots, with associated open spaces and rights-of-way. On February 11, 2019, the City Commission of the City of Alachua approved the application for the Preliminary Plat of Savannah Station Phase II, which proposes to subdivide a ±44.67 acre subject property into a total of 178 lots, with associated open space areas and right-of-way. Construction Plans for Phase 2A were approved on October 3, 2019, which included Phases 2A-1 and 2A-2. The Final Plat for Phase 2A-1 was approved on December 9, 2019.

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, conditional upon submission of additional information within 5 business days of this letter. Please provide the information below.

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

Please address the following:

1. Mailing Labels for organizations and individuals registered with the City to receive notice for development applications. The list can be found on the City's website at: https://www.cityofalachua.com/home/showpublisheddocument/535/637473599620070000.
2. Total number of lots appears to exceed total number permitted under the preliminary plat for Savannah Station. Please confirm number of lots proposed with final plat.
   Phase 2A, Unit 1 (approved): 37
   Phase 2A, Unit 2 (approved): 35
   Phase 2B: 64
   Phase 2C: 43
   Total Proposed: 179

Total Permitted under Preliminary Plat: 178 units

Please confirm.

Please provide the above information by **Thursday, August 26, 2021.** Failure to provide the above information will result in the application being considered incomplete.

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

City of ALACHUA
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: Savannah Station Phase 2 - Unit 2B
2. Address of Subject Property: Off CR 235, between NW 123rd Ave & NW 162nd Dr
3. Parcel ID Number(s): 03980-021-000
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation : Moderate Density Residential
6. Zoning Designation: Planned Development - Residential (PD-R)
7. Acreage: 15.643

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Aaron Hickman Title: Director of Surveying
   Company (if applicable): CHW, Inc.
   Mailing address: 11801 Research Drive
   City: Alachua State: FL ZIP: 32615
   Telephone: ( )386-518-5132 FAX: ( ) e-mail: aaronh@chw-inc.com
3. If the applicant is agent for the property owner*:
   Name of Owner (title holder): Fletcher Development, Inc.
   Mailing Address: 4510 NW 6th Place
   City: Gainesville State: FL ZIP: 32607

* 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: _____
   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 1inch = 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.

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: 1inch=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 1inch = 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

Signature of Co-applicant

Aaron Hickman

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 6th day of January, 2021, by Aaron Hickman, who is/are personally known to me, or who has/have produced _____ as identification.

KELLY JONES BISHOP
Notary Public - State of Florida
Commission # GG 286733
My Comm. Expires Feb 4, 2023
Bonded through National Notary Assn.

Signature of Notary Public, State of Florida

COMPREHENSIVE PLAN ANALYSIS

Savannah Station

21-0033

Professional Consultants

To: Kathy Winburn, AICP, City of Alachua Planning & Community Development Director

From: Seth Wood, Project Planner

Date: ~~April 19, 2021~~ UPDATED December 13, 2021

RE: Savannah Station Phases 2B – Comprehensive Plan Consistency Analysis

This application is for Phase 2B of the Savannah Station single-family detached subdivision. The total number of lots in this phase is 64. This application is regarding Alachua County Tax Parcels 03980-021-000 and 03980-022-000. The site is located in the south corner of the CR 235/NW 157th Street intersection. The Future Land Use (FLU) category is Moderate Density Residential. The Zoning District classification is Planned Development – Residential (PD-R), which allows up to four (4) dwelling units per acre.

The following identifies specific City of Alachua Comprehensive Plan Goals, Objectives, and Policies and explains how this application is consistent with each. Comprehensive Plan text is provided in normal font while consistency statements are provided in **bold font**.

Future Land Use Element

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

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

The project site has Moderate Density Residential FLU classification. This application seeks to permit 64 single-family dwelling units, which is within the range of 0 to 4 dwelling units per acre when considering the acreage of Savannah Station in its entirety.

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

1. Residential development through a mixture of housing types, prices, and densities. The allowed uses within a residential PD are not subject to the permitted uses in the underlying land use category but shall be subject to the permitted uses as set forth in the Land Development Regulations or Ordinance adopting the PD. Single-family homes, zero lot line homes, and townhomes are examples of the allowable housing types within residential PDs.

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www.chw-inc.com

The project site is within the Residential Planned Development (PD-R) zoning district category. All dwelling units shall be detached, single-family homes. Subdivision and lot design standards are consistent with the Master Plan adopted by Ordinance 18-19.

2. The opportunity to improve quality of life by placing activities necessary for daily living in close proximity to residences through the allowance of a limited amount of neighborhood commercial uses, and with special design criteria, community commercial uses, within the residential PD at appropriate densities and intensities.

No non-residential activities are being proposed within the site at this time. However, if nonresidential onsite uses are desired in the future, a revised Master Plan shall be submitted that includes all current and proposed uses for project area.

3. A range of parks and open space, from playgrounds to community gardens to active recreation facilities within the neighborhood.

Savannah Station has both active and passive recreation facilities, such as passive trails, outdoor workout facilities, and/or community gathering spaces. This phase includes multiple open space common areas.

4. Streets and public spaces that are safe, comfortable, and designed to respect pedestrians, non-vehicular, and vehicular modes of transportation.

The site is designed to support multiple methods of internal transportation by promoting pedestrian-friendly block sizes, sidewalk infrastructure, and streetlighting systems. Block lengths that exceed the maximum 600', as per LDR §7.2.3(B)(2), shall include a 10' easement for a pedestrian way, as described in LDR §7.2.3(B)(4).

5. Conservation of materials, financial resources, and energy through efficient design of infrastructure.

The proposed phase of Savannah Station is designed to utilize the existing City of Alachua potable water and sanitary sewer infrastructure currently serving previous phases and the surrounding uses. Roadway lengths have been minimized by providing mid-block pedestrian ways rather than additional roadways that do not increase roadway safety or necessary vehicle capacity.

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

Per the Planned Development Master Plan for Savannah Station, A 15' natural buffer is provided along the NW 157th Street right-of-way.

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

The proposed development exceeds the 10% minimum open space requirement. Onsite open spaces include common areas and landscaping.

Objective 4.1: Infill development shall be encouraged in order to protect the unique character of existing neighborhoods and commercial developments, provide for a safe urban environment, increase densities and intensities in a manner compatible with existing uses, provide open spaces, and restore or maintain economic vitality and cultural diversity.

The project site is located within a developed area of the City and is considered infill development. The potential urban infill redevelopment on the project site will help to reduce development pressures in the urban fringe and in more rural areas of the City.

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

This application is consistent with the Comprehensive Plan and the PD-R conditions in Ordinance 18-19, including the development standards in the adopted Master Plan. The Master Plan was designed to maximize onsite natural features.

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

There are no wetlands or flood areas onsite.

Policy 5.1.a: Topography: The City shall protect the natural topography of the City, including steep and seepage slopes, by requiring new development to include techniques to minimize negative impacts on the natural terrain. An emphasis will be placed on retaining the natural function of seepage slopes during development. Additionally, retention of existing native vegetation will be encouraged as one method of protecting slopes.

There are no steep slopes onsite.

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

There are currently five types of soils located onsite:

- **Arredondo Fine Sand, 0 – 5 % Slopes (Hydro Group: A)**
- **Fort Meade Fine Sand, 0 – 5% Slopes (Hydro Group: A)**
- **Gainesville Sand, 0 – 5% Slopes (Hydro Group: A)**
- **Kendrick Sand, 2 – 5% Slopes (Hydro Group: B)**
- **Pits and Dumps**

According to the NRCS soil database, each of the five (5) sandy soil types mentioned above are conducive to residential developments of this nature with minimal limitations. No soil protection or intervention measures are required.

Policy 5.1.c: Flood prone areas: The City shall require as part of the development review process the identification of FEMA flood zone areas. Where necessary, base flood elevations and minimum finished floor elevations shall be established. The City shall also require finished floor elevations on subdivision plats, site plans and building permit plans when necessary to determine compliance with flood prone area regulations. The City shall establish standards for a limitation on filling in flood prone areas.

There are no FEMA flood prone areas onsite.

Policy 5.1.d: Wetlands: The City shall utilize statewide wetland delineation methodology in accordance with Florida Administrative Code (FAC) and regulations adopted by the FDEP and the Suwannee River Water Management District.

There are no wetlands located onsite.

Policy 5.1.e: Habitat: The City shall require as part of the development review process, an inventory of listed species for all new developments in areas identified as known habitat for listed species if listed species are known to exist in close proximity to the development. The survey shall include detailed information regarding type, quantity, location, and habitat requirements for any listed species identified. A de minimus threshold for properties required to complete the inventory may be established in the City's Land Development Regulations.

The site is not known to have listed species onsite.

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

A Concurrency Impact Analysis report, included in this submittal, estimates the impacts onsite development will have on available facilities and services. No facilities and/or services will operate below the adopted Level of Service (LOS) following onsite development.

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

Public facilities shall continue to operate at or below established LOS standards following onsite development.

<u>Transportation Element</u>

Policy 1.2.b: New ingress / egress connections to arterial and collector roadways shall be designed to conform with the Florida Department of Transportation Access Management Guidebook, as amended. The City shall establish the following access point requirements for local roads:

1. Permitting 1 access point for ingress and egress purposes along a single local road to a single property or development;
2. Permitting 2 access points for ingress and egress along a single local road to a single property or development if the minimum distance between the two access points exceeds 20 feet for a single residential lot or 100 feet for nonresidential development and new residential subdivisions;
3. Permitting 3 access points for ingress and egress along a single local road to a single property or development if the minimum distance between each access point is at least 100 feet for a single residential lot or 250 feet for nonresidential development and new residential subdivision; or

4. Permitting more than 3 access points for ingress and egress along a single local road to a single property or development where a minimum distance of 1,000 feet is maintained between each access point.

The site will utilize an ingress/egress point on NW 162nd Drive, an ingress/egress point on NW 159th Way, and an ingress/egress point on NW 123rd Avenue. An additional access point to be used by emergency vehicles only is located along NW 157th Street.

Conservation and Open Space Element

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

There are currently five types of soils located onsite:

- **Arredondo Fine Sand, 0 – 5 % Slopes (Hydro Group: A)**
- **Fort Meade Fine Sand, 0 – 5% Slopes (Hydro Group: A)**
- **Gainesville Sand, 0 – 5% Slopes (Hydro Group: A)**
- **Kendrick Sand, 2 – 5% Slopes (Hydro Group: B)**
- **Pits and Dumps**

According to the NRCS soil database, each of the five (5) sandy soil types mentioned above are conducive to residential developments of this nature with minimal limitations. Furthermore, the Pits and Dumps portion of the site is located within the topographical feature that will be set aside and not developed. Site design will address these soil composition limitations with properly designed drainage and stormwater management facilities.

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

The subject property does not contain onsite wetland features, as evidenced by the best available desktop data and analysis.

CONCURRENCY IMPACT ANALYSIS

Savannah Station

21-0033

Professional Consultants

To: Kathy Winburn, AICP, City of Alachua Planning & Community Development Director

From: Seth Wood, Project Planner

Date: ~~April 19, 2021~~ UPDATED December 13, 2021

RE: Savannah Station Phases 2B – Concurrency Impact Analysis

This application is for Phase 2B of the Savannah Station single-family detached subdivision. The total number of lots in this phase is 64. This application is regarding Alachua County Tax Parcels 03980-021-000 and 03980-022-000. The site is located in the south corner of the CR 235/NW 157th Street intersection. The Future Land Use (FLU) category is Moderate Density Residential. The Zoning District classification is Planned Development – Residential (PD-R), which allows up to four (4) dwelling units per acre.

The following analysis estimates potential impacts on City of Alachua public facilities that may result from the proposed development. The following tables include data from the City of Alachua October 2020 Development Monitoring Report—the most current Development Monitoring Report at time of submittal—as well as data obtained within the City Comprehensive Plan and Florida Administrative Code (F.A.C.).

Roadways / Transportation

Table 1: Projected Trip Generation

Land Use	ITE LU Code	Variable DU	Daily	AM Peak			PM Peak		
				Total	In	Out	Total	In	Out
Single-Family Detached Housing	210	64	690	50	13	38	66	42	24

Source: ITE Trip Generation Manual, 10th Edition

Conclusion: Approval of this application may generate **690** daily vehicle trips. This is not anticipated to negatively impact the adopted LOS for adjacent and nearby roadways, as demonstrated in Table 2.

Per City LDR §2.4.14(H)(2), affected roadways for developments generating *less* than 1,000 external average daily trips (ADT) are those within one-half mile of the development's ingress/egress, or to the nearest intersecting major street, whichever is greater. Table 2 calculates projected impacts on City of Alachua roadways.

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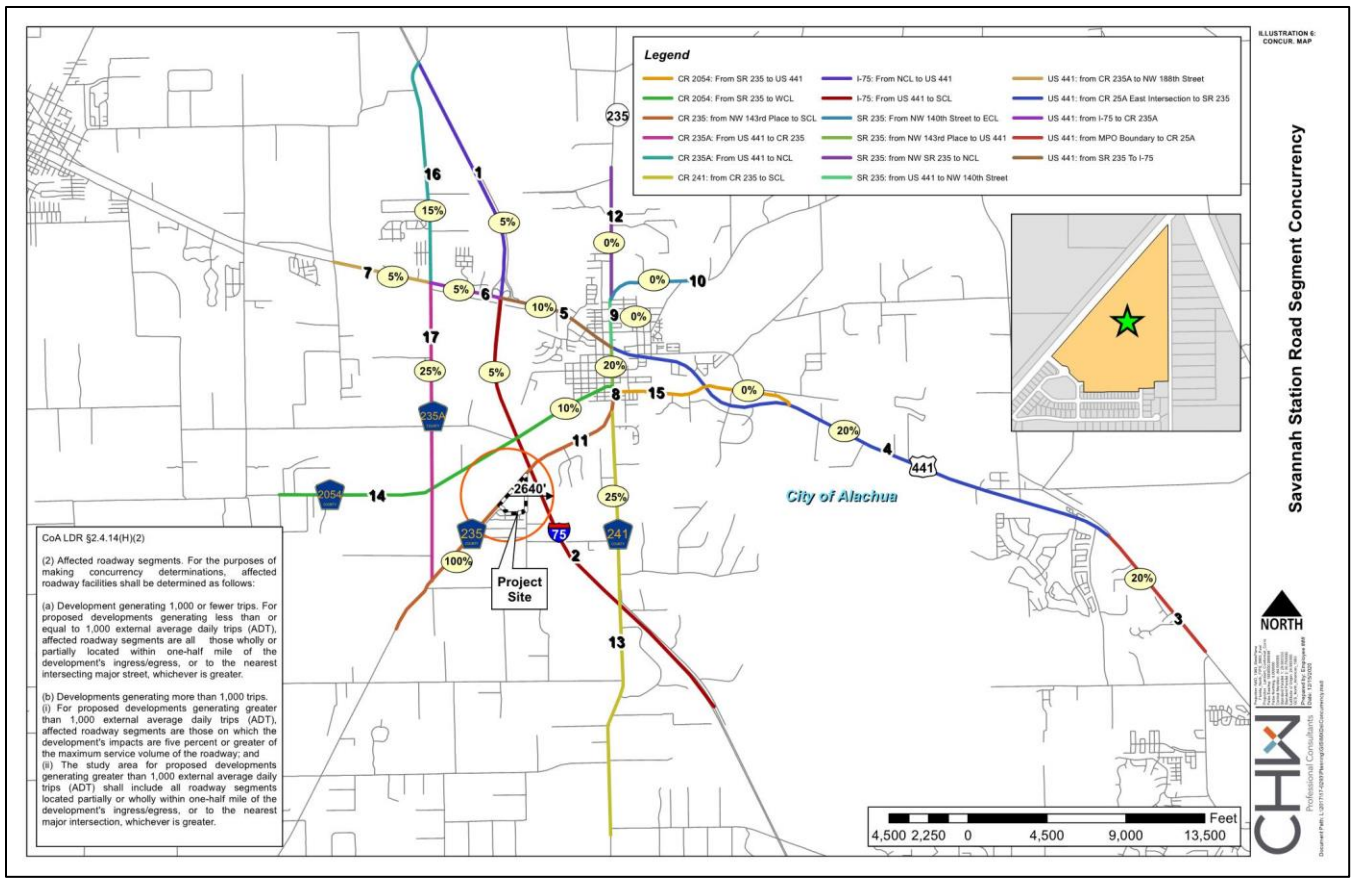


Figure 1: Anticipated Trip Distribution by Roadway Segment

Figure 1 illustrates the anticipated trip distribution. The project site is on County Road 235, between the NW 123rd Avenue intersection and the NW 157th Street intersection. The center point used for the one-half mile radius measurement is approximately the ingress/egress to Savannah Station. Affected roadways include CR 235, which the project directly fronts, and CR 2054, which is within one-half mile of the property. Per the direction of City of Alachua staff in the submittal of another phase of Savannah Station, I-75 was not included in this analysis, as it does not have direct access within one-half mile of the site. Trips are anticipated to be generated predominately by residents of Savannah Station.

Table 2: Projected Impacts on Roadways

	AADT	PM	AADT	PM
Traffic System Category	**Segment 11** CR 235 From NW 143rd Place to SCL		**Segment 14** CR 2054 From SR 235 to WCL	
Maximum Service Volume[1]	15,120	1,359	15,120	1,359
Existing Traffic[1]	5,867	558	2,497	167
Reserved Trips[1]	616	70	161	0
Available Capacity	8,637	731	12,462	1,192
Projected Trip Generation[2]	690	66	69	7
Available Capacity w/ Application approval	**7,947**	**665**	**12,393**	**1,185**

1. *Source: City of Alachua March 2021 Development Monitoring Report*
2. *Note: Projected trip distribution percentage is estimated by 100% for Segment 11; and 10% for Segment 14.*

Conclusion: There is available capacity with this application's approval. Therefore, this development *will not* cause the roadway segments to fall below the LOS standards.

Potable Water/Sanitary Sewer

Table 3: Projected Potable Water Impact

System Category	Gallons Per Day (GPD)
Current Permitted Capacity[1]	2,300,000
Less actual Potable Water Flows[1]	1,295,000
Reserved Capacity[1]	181,743
Residual Capacity[1]	823,257
Percentage of Permitted Design Capacity Utilized[1]	64.21%
Projected Potable Water Demand from Proposed Project[2]	17,600
Residual Capacity after Proposed Project	**805,657**

1. *Source: City of Alachua March 2021 Development Monitoring Report*
2. *Source: City of Alachua Comprehensive Plan & Chapter 64-E, F.A.C.*
   *Formulas used: # of dwelling units * 275 GPD*

Conclusion: There is residual capacity with this application's approval. Therefore, the proposed development *will not* cause the City's potable water facilities to fall below LOS standards.

Table 4: Projected Sanitary Sewer Impact

System Category	Gallons Per Day (GPD)
Treatment Plant Current Permitted Capacity[1]	1,500,000
Less actual Treatment Plant Flows[1]	675,000
Reserved Capacity[1]	161,357
Residual Capacity[1]	663,643
Percentage of Permitted Design Capacity Utilized[1]	55.76%
Projected Potable Water Demand from Proposed Project[2]	16,000
Residual Capacity after Proposed Project	**647,643**

1. *Source: City of Alachua March 2021 Development Monitoring Report*
2. *Source: City of Alachua Comprehensive Plan & Chapter 64-E, F.A.C.*
   *Formulas used: # of dwelling units * 250 GPD*

Conclusion: There is residual capacity with this application's approval. Therefore, the proposed development *will not* cause the City's sanitary sewer facilities to fall below LOS standards.

Solid Waste

Table 5: Projected Solid Waste Impact

System Category	LBs Per Day	Tons Per Year
Existing Demand[1]	41,192.00	7,517.54
Reserved Capacity[1]	18,923.62	3,453.56
New River Solid Waste Facility Capacity[1]	50 years	
Solid Waste Generated by Proposed Project[2]		**121.472**

1. *Source: City of Alachua March 2021 Development Monitoring Report.*
2. *Source: Sincero and Sincero; Environmental Engineering: A Design Approach. Prentice Hall, New Jersey, 1996.*
   *Formula used: # of dwelling units * 2.6 persons per dwelling unit * 0.73 per capita*

Conclusion: There is available capacity with this application's approval. Therefore, the proposed development *will not* cause the City's solid waste facilities to fall below LOS standards.

Public School and Recreation Impact

Table 6: Projected Public School Demand

Land Use	Units	Elem.		Middle		High	
		Rate[1]	Total	Rate[1]	Total	Rate[1]	Total
Proposed							
Single-Family Residential	64	0.14	**9**	0.06	**4**	0.08	**6**

1. *Source: City of Alachua March 2021 Development Monitoring Report.*

Conclusion: Without considering the previously approved phases of development, this submittal would generate an additional demand of 9 elementary, 4 middle, and 6 high school-age student stations to the system.

Table 7: Recreational Impact Table

System Category	System Acreage
Existing City of Alachua Acreage[1]	135.48
Acreage Required to Serve Existing Population[1]	50.78
Reserved Capacity[1]	2.92
Available Recreation Acreage	81.79
Proposed Recreational Impact[2]	0.832

1. *Source: City of Alachua March 2021 Development Monitoring Report.*
2. *Source: City of Alachua Comprehensive Plan Recreation Element, Policy 1.2.b. Formula used: # of dwelling units * 2.6 person per du * (5 acres/1,000 persons)*

Conclusion: There is available capacity with this application's approval. Furthermore, onsite recreation facilities are included as part of Savannah Station including, but not limited to, outdoor workout facilities and passive trails. Thus, the intended residential development is expected to have a minimal impact on the City's current recreational infrastructure.

City of ALACHUA

THE GOOD LIFE COMMUNITY

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: TBD - CR 235

Parcel ID Number(s): 03980-022-000 and a portion of 03980-021-000

Acreage: ± 24.83

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Blake Fletcher Title: Title Management

Company (if applicable): Fletcher Development, LLC & Gloria's Way, LLC

Mailing Address: 4510 NW 6th Place, 3rd Floor

City: Gainesville State: Florida ZIP: 32607

Telephone: (352) 224-6400 FAX: e-mail: Blake@TheFletcherCompanies.com

C. AUTHORIZED AGENT

Name: Daniel Young, P.E. Title: Vice President

Company (if applicable): CHW

Mailing address: 11801 Research Drive

City: Alachua State: Florida ZIP: 32615

Telephone: (352) 331-1976 FAX: e-mail: daniely@chw-inc.com

D. REQUESTED ACTION:

To submit and obtain approval of the Construction Plans

I hereby certify that I am the property owner of record, or I have received authorization from the property owner of record to file an application for a development permit related to the property identified above. I authorize the agent listed above to act on my behalf for purposes of this application.

Signature of Applicant

Signature of Co-applicant

Blake Fletcher

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 14 day of April, 2021, by Blake Fletcher, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Signature of Notary Public, State of Florida

ERIN REMES
MY COMMISSION # HH 039710
EXPIRES: September 7, 2024
Bonded Thru Notary Public Underwriters

City of ALACHUA

THE GOOD LIFE COMMUNITY

FOR PLANNING USE ONLY
Case #: _____
Application Fee: $_____
Filing Date: _____
Acceptance Date: _____
Review Type: Admin

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

A. APPLICANT

1. Applicant's Status (check one):

   □ Owner (title holder) ■ Agent

2. Name of Applicant(s) or Contact Person(s): Daniel Young, P.E. Title: Vice President

   Company (if applicable): CHW

   Mailing address: 11801 Research Drvie

   City: Alachua State: Florida ZIP: 32615

   Telephone: (352) 331-1976 FAX: _____ e-mail: daniely@chw-inc.com

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

   Name of Owner (title holder): Fletcher Development, LLC & Gloria's Way, LLC

   Mailing Address: 4510 NW 6th Place, 3rd Floor

   City: Gainesville State: Florida ZIP: 32607

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

B. PROJECT

1. Project Name: Savannah Station Phase 2B & 2C
2. Address of Subject Property: TBD - CR 235
3. Parcel ID Number(s): 03980-022-000 & a portion of 03980-021-000
4. Section 28 Township 08 Range 18 Grant N/A Acreage: ± 24.83
5. Existing Use of Property: Cropland Soil - Class II
6. Future Land Use Map Designation: Moderate Density Residential
7. Zoning Designation: Planned Development, Residential (PD-R)
8. Development Data (check all that apply):

   ■ Single Family Residential Number of Units 107

   □ Multi-Family Residential Number of Units _____

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

9. Review Type:

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

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

    Elementary: Irby

    Middle: Mebane

    High: Sante Fe

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

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

Student Generation Calculations: Single Family Residential Development

Elementary School	107	units	x	.14	Elementary School Multiplier*	15	Student Stations**
Middle School	107	units	x	.06	Middle School Multiplier*	7	Student Stations**
High School	107	units	x	.08	High School Multiplier*	9	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_Packets/City_of_Alachua
****Round to the nearest whole number***

EXEMPT DEVELOPMENTS (check all that apply):

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

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

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

Signature of Applicant

Signature of Co-applicant

Daniel Young, P.E. Vice President
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 20th day of April, 2021, by Daniel Young, who is/are personally known to me, or who has/have produced _____ as identification.

TRINA LEMNAH
Notary Public - State of Florida
Commission # GG 314838
My Comm. Expires Mar 21, 2023
Bonded through National Notary Assn.

Signature of Notary Public, State of Florida

City of ALACHUA
THE GOOD LIFE COMMUNITY

Certification

Alachua County Public Schools

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

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

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

☐ **Denied** for reasons stated:_____

_____

_____

☐ **Local Government Certification**

Approved by:_____

Date:_____

☐ **School Board Staff Certification**

_____

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

Date:_____

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3187129 3 PG(S)
April 26, 2019 11:05:34 AM
Book 4679 Page 1929
J.K. JESS IRBY, ESQ. CLERK OF COURT
ALACHUA COUNTY, Florida

Doc Stamp-Deed: $4,246.90

This Document Prepared By and Return to:
Darryl J. Tompkins, Esquire
Darryl J. Tompkins, P.A.
14420 NW 151st Blvd.
P.O. Box 519
Alachua, FL 32616

Parcel ID Number: **03980-002-001 (portion of)**

Special Warranty Deed

This Indenture, Made this 19th day of **April, 2019** A.D., **Between**
Waco Properties, Inc., a Florida Corporation, formerly Waco of Alabama, Inc., a Florida Corporation, formerly Wade Alabama Corporation, successor by merger to Waco, Inc., qualified to do business in Florida as Waco of Alabama, Inc., an Alabama Corporation
of the County of **Duval**, State of **Florida, grantor,** and

Fletcher Development, LLC, a Florida limited liability company
whose address is: **4510 NW 6th Place, 3rd Floor, Gainesville, FL 32607**
of the County of **Alachua**, State of **Florida, grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------**TEN DOLLARS ($10)**---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **Alachua** State of **Florida** to wit:

See Exhibit "A" attached hereto.

SUBJECT TO THE FOLLOWING:

A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
B. Restrictions and matters appearing on the plat and/or in the public records of Alachua County, Florida; provided, however, the reference herein shall not be deemed to reimpose same;
C. Taxes for the year 2019 and subsequent years.

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

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

And the grantor hereby covenant with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the

title to said land and will defend the same against the lawful claims of all person claiming by, through or under grantor.

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

Signed, sealed and delivered in our presence:

Waco Properties, Inc., a Florida Corporation, formerly Waco of Alabama, Inc., a Florida Corporation, formerly Wade Alabama Corporation, successor by merger to Waco, Inc., qualified to do business in Florida as Waco of Alabama, Inc., an Alabama Corporation

Karina Garrett
Printed Name: Karina Garrett

William A. McArthur, Jr., President

Karen Mayer
Printed Name: Karen Mayer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of **April, 2019** by **William A. McArthur, Jr., President of Waco Properties, Inc., a Florida Corporation, formerly Waco of Alabama, Inc., a Florida Corporation, formerly Wade Alabama Corporation, successor by merger to Waco, Inc., qualified to do business in Florida as Waco of Alabama, Inc., an Alabama Corporation, on behalf of the corporation,** who is personally known to me or who has produced his **Florida driver's license** as identification.

KAREN D. MAYER
Notary Public, State of Florida
My Comm. Expires 01/09/22
Commission No. GG173735

Karen Mayer
Notary Public
Printed Name: Karen Mayer
My Commission Expires: 1-9-22

EXHIBIT "A"

DATE: April 9, 2019
CLIENT: Fletcher Development
PROJECT NAME: SAVANNAH STATION PHASE II
PROJECT NO: 17-0293
DESCRIPTION FOR: Fletcher Acquisition Parcel

A PARCEL OF LAND, BEING SITUATED IN SECTIONS 21 AND 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°53'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.62 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 41°53'43" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 1,028.43 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 48°06'17" EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 41°53'43" EAST, A DISTANCE OF 85.19 FEET; THENCE SOUTH 0°28'43" WEST, A DISTANCE OF 145.31 FEET; THENCE SOUTH 89°31'17" EAST, A DISTANCE OF 45.12 FEET; THENCE SOUTH 0°18'58" WEST, A DISTANCE OF 466.49 FEET; THENCE SOUTH 89°44'31" EAST, A DISTANCE OF 380.03 FEET; THENCE SOUTH 78°13'13" EAST, A DISTANCE OF 51.02 FEET; THENCE SOUTH 89°41'02" EAST, A DISTANCE OF 126.30 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF N.W. 157TH STREET; THENCE SOUTH 0°32'16" WEST, ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 359.37 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3312, PAGE 1317, OF SAID PUBLIC RECORDS; THENCE NORTH 89°30'53" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 201.38 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 0°30'54" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 89.50 FEET TO THE NORTHEAST CORNER OF LOT 89, OF AFOREMENTIONED SAVANNAH STATION PHASE ONE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAVANNAH STATION PHASE ONE, FOR THE FOLLOWING TWELVE (12) COURSES: (1) NORTH 89°30'38" WEST, A DISTANCE OF 205.10 FEET; (2) THENCE SOUTH 0°27'03" WEST, A DISTANCE OF 45.01 FEET; (3) THENCE NORTH 89°34'37" WEST, A DISTANCE OF 726.71 FEET; (4) THENCE NORTH 0°28'06" EAST, A DISTANCE OF 140.00 FEET; (5) THENCE NORTH 89°40'25" WEST, A DISTANCE OF 59.88 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 62°32'29" WEST, 22.67 FEET; (6) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°54'43", AN ARC LENGTH OF 23.52 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 41°40'59" WEST, 32.72 FEET; (7) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°31'21", AN ARC LENGTH OF 32.78 FEET TO THE END OF SAID CURVE; (8) THENCE NORTH 48°05'05" WEST, A DISTANCE OF 104.15 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°58'47" WEST, 24.33 FEET; (9) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°14'05", AN ARC LENGTH OF 25.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 42°23'35" WEST, 111.12 FEET; (10) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 105°04'05", AN ARC LENGTH OF 128.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 71°30'53" WEST, 19.87 FEET; (11) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°49'53", AN ARC LENGTH OF 20.43 FEET TO THE END OF SAID CURVE; (12) THENCE NORTH 48°06'05" WEST, A DISTANCE OF 183.12 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235, AND THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 24.267 ACRES, MORE OR LESS.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3295399 4 PG(S)
November 05, 2020 02:25:18 PM
Book 4829 Page 679
J.K. JESS IRBY, ESQ. Clerk Of Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed: $3,554.60

This Document Prepared By and Return to:
Darryl J. Tompkins, Esquire
Darryl J. Tompkins, P.A.
14420 NW 151st Blvd.
P.O. Box 519
Alachua, FL 32616

Parcel ID Number: **03905-002-000 (portion of)**
03980-002-001 (portion of)

Special Warranty Deed

This Indenture, Made this 4th day of **November, 2020** A.D., **Between**
Waco Properties, Inc., a Florida Corporation, formerly Waco of Alabama, Inc., a Florida Corporation, formerly Wade Alabama Corporation, successor by merger to Waco, Inc., qualified to do business in Florida as Waco of Alabama, Inc., an Alabama Corporation
of the County of **Duval**, State of **Florida, grantor,** and

Gloria's Way, LLC, a Florida limited liability company
whose address is: **4510 NW 6th Place, 3rd Floor, Gainesville, FL 32607**
of the County of **Alachua**, State of **Florida, grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------**TEN DOLLARS ($10)**---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **Alachua** State of **Florida** to wit:

See Exhibit "A" attached hereto.

SUBJECT TO THE FOLLOWING:

A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
B. Restrictions and matters appearing on the plat and/or in the public records of Alachua County, Florida; provided, however, the reference herein shall not be deemed to reimpose same;
C. Taxes for the year 2021 and subsequent years.

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

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

And the grantor hereby covenant with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the

title to said land and will defend the same against the lawful claims of all person claiming by, through or under grantor.

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

Signed, sealed and delivered in our presence:

Waco Properties, Inc., a Florida Corporation, formerly Waco of Alabama, Inc., a Florida Corporation, formerly Wade Alabama Corporation, successor by merger to Waco, Inc., qualified to do business in Florida as Waco of Alabama, Inc., an Alabama Corporation

Printed Name: Donald W. McArthur

William A. McArthur, Jr., President

Printed Name: Richard Exline

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this 28th day of October, 2020 by **William A. McArthur, Jr., President of Waco Properties, Inc., a Florida Corporation, formerly Waco of Alabama, Inc., a Florida Corporation, formerly Wade Alabama Corporation, successor by merger to Waco, Inc., qualified to do business in Florida as Waco of Alabama, Inc., an Alabama Corporation, on behalf of the corporation,** who is personally known to me or who has produced his **Florida driver's license** as identification.

Notary Public
Printed Name: Karen Mayer
My Commission Expires: 1-9-22

KAREN D. MAYER
Notary Public, State of Florida
My Comm. Expires 01/09/22
Commission No. GG173735

EXHIBIT "A"

DATE: SEPTEMBER 24, 2020
CLIENT: FLETCHER DEVELOPMENT
PROJECT NAME: SAVANNAH STATION PHASE II
PROJECT NO: 17-0293
DESCRIPTION FOR: FLETCHER ACQUISITION PARCEL – PARCEL B

A PARCEL OF LAND, BEING SITUATED IN SECTIONS 21 AND 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, AS RECORDED IN PLAT BOOK "27", PAGE 41 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 41°53'43" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY), A DISTANCE OF 1,028.43 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE NORTH 41°53'43" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1284.25 FEET TO THE TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF N.W. 157TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE, DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX (6) COURSES ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY LINE; (1) SOUTH 48°14'56" EAST, A DISTANCE OF 8.87 FEET; (2) SOUTH 6°15'10" EAST, A DISTANCE OF 37.09 FEET; (3) SOUTH 0°40'01" EAST, A DISTANCE OF 526.76 FEET; (4) SOUTH 0°40'10" WEST, A DISTANCE OF 155.45 FEET; (5) SOUTH 0°17'12" EAST, A DISTANCE OF 260.43 FEET; (6) SOUTH 0°32'16" WEST, A DISTANCE OF 729.57 FEET; THENCE, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, THE FOLLOWING TEN (10) COURSES; (1) NORTH 89°41'02" WEST, A DISTANCE OF 126.30 FEET; (2) NORTH 78°13'13" WEST, A DISTANCE OF 51.02 FEET; (3) NORTH 89°44'31" WEST, A DISTANCE OF 380.03 FEET; (4) NORTH 0°18'58" EAST, A DISTANCE OF 466.49 FEET; (5) NORTH 89°31'17" WEST, A DISTANCE OF 45.12 FEET; (6) NORTH 0°28'43" EAST, A DISTANCE OF 145.31 FEET; (7) SOUTH 41°53'43" WEST, A DISTANCE OF 85.19 FEET; (8) NORTH 48°06'17" WEST, A DISTANCE OF 110.00 FEET; (9) NORTH 41°53'43" EAST, A DISTANCE OF 5.00 FEET; (10) NORTH 48°06'17" WEST, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTIONS 21 AND 28,
TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

"THIS IS NOT A BOUNDARY SURVEY"

SURVEYORS NOTES:

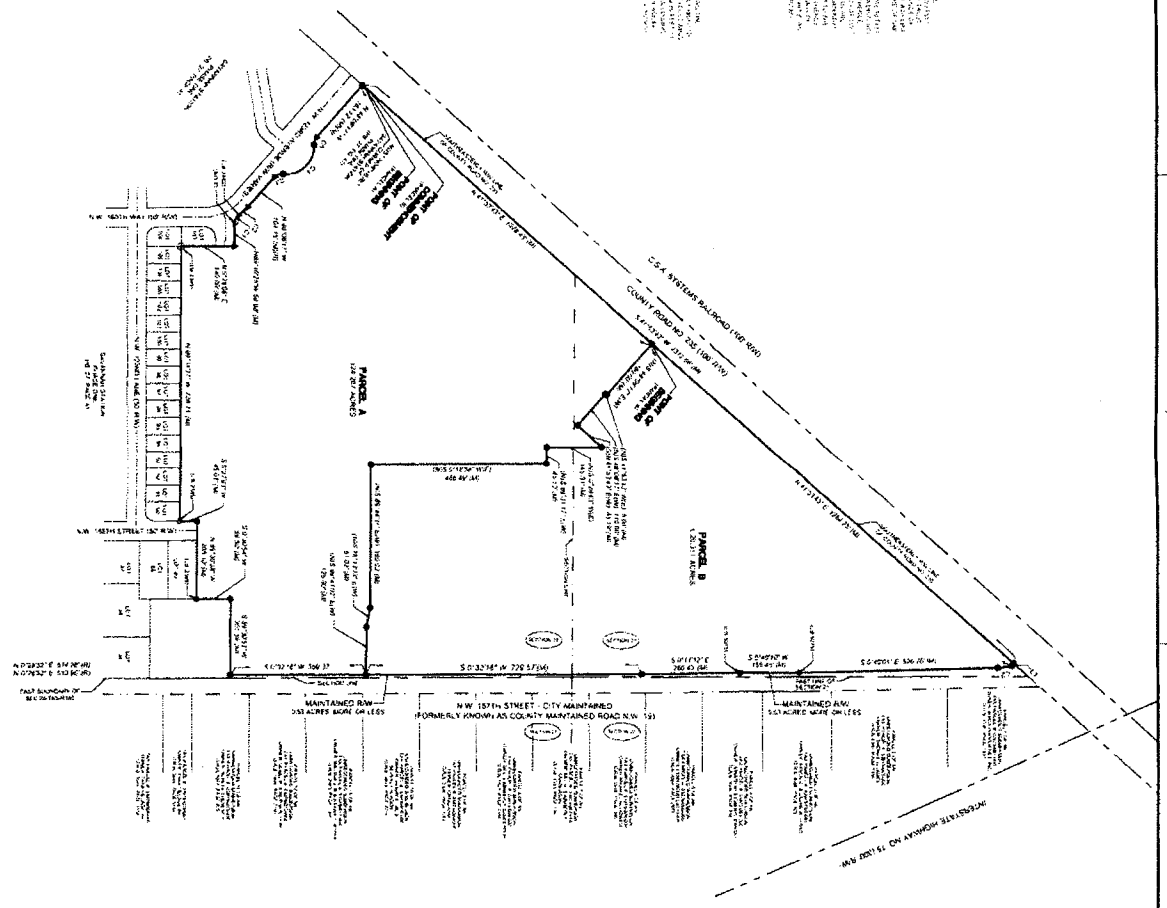
LEGEND

GRAPHIC SCALE

1 INCH = 100 FEET

LINE DATA TABLE

CURVE DATA TABLE



This map prepared by AARON H. HICKMAN

Certificate of Authorization No. LB 5075

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

Professional Surveyor & Mapper FL License No. 6797

PROJECT NUMBER 17-0293

CHW Professional Consultants

FLORIDA CA-8078

SHEET 1 OF 1

494.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2237963 58 PGS
2006 MAY 10 01:51 PM BK 3369 PG 1027
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK12 Receipt#283206

Prepared by/Return to:
Carpenter & Roscow, P.A.
5608 NW 43rd Street
Gainesville, FL 32653

This instrument prepared by:
Ronald A. Carpenter, Esq.
Carpenter & Roscow, P.A.
5608 NW 43rd Street
Gainesville, FL 32653

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAVANNAH STATION

THIS MASTER DECLARATION, made this 27 day of April, 2006, by **SAVANNAH STATION, a Florida joint venture,** whose post office address is 107 SW 140th Terrace, #2, Newberry, Florida 32669, hereinafter jointly referred to as "the **DECLARANT**",

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property situate, lying and being in Alachua County, Florida, and described on Exhibit "A" attached hereto and incorporated herein by this reference (Savannah Station , hereinafter referred to herein as the "Property"); and

WHEREAS, it is contemplated that the Property as hereinafter defined, will be developed as a mixed use development comprised of various residential uses with streets (both private and public), street lights (both private and public), open spaces, buffers, stormwater drainage and retention areas, and other common areas and improvements for the benefit of the owners of lands from time to time made subject to the terms of this Master Declaration; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and quality of life in the Property, the personal and general health, safety and welfare of the owners of the affected lands, and for the maintenance of streets, street lights, stormwater drainage and retention areas and improvements, open spaces, buffers, recreational areas and facilities, and other common areas and improvements located in the Property; and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, and liens hereinafter set forth, shall be binding upon and run with the title to the Property; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, the Declarant deems it desirable to create a non-profit corporation to which may be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

2237963

NOW, THEREFORE, the Declarant, for itself and its successors and assigns, declares that the Property is and shall be held, transferred, sold, conveyed, mortgaged, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with title to the land.

ARTICLE I
DEFINITIONS

The following words when used in this Master Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. **"Additional Property"** shall mean and refer to those real properties, together with any improvements thereon, other than the Property, which are made subject to this Master Declaration under the provisions of Article II hereof.

b. **"Association"** shall mean and refer to the Savannah Station Owner's Association, Inc., a Florida corporation not for profit, or its successors and assigns.

c. **"Common Expenses"** shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, and including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Master Declaration, the By-Laws, and the Articles of Incorporation of the Association.

d. **"Common Property"** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, any platted parcel which is part of The Properties and which is designated on the plat for ownership and maintenance by the Association.

e. **"The Declarant"** shall mean and refer to Savannah Station, a Florida joint venture, their successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

f. **"Master Declaration"** shall mean and refer to this instrument as recorded in the Public Records of Alachua County, Florida and as amended from time to time.

g. **"Member"** shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 hereof, and also, to each Owner which may also be a member of said Association created pursuant to the terms of any Supplemental Declaration.

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h. **"Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in The Properties (other than the Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Parcel in The Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

l. **"Parcel"** shall mean and refer to each Lot and/or Residential Unit from time to time subject to the terms of this Master Declaration.

j. **"The Property"** shall mean and refer to the Property, together with such additional properties as may be annexed thereto, and submitted hereunder from time to time under the provisions of Article II hereof, if and when annexed.

k. **"Residential Unit"** shall mean and refer to each separately described portion of the Property which is intended to be occupied as a single family residence or household, including without limitation each residential lot (together with the residence, if any, constructed thereon), condominium unit, zero lot line dwelling, attached and detached dwelling, patio home, townhouse and any other form of residential occupancy or ownership now existing or hereafter created. "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit.

l. **"Supplemental Declaration"** shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of this Master Declaration to Additional Property.

m. **"Surface Water or Stormwater Management System"** shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE II
PROPERTY SUBJECT TO THIS MASTER DECLARATION AND ADDITIONAL PROPERTY

Section 1. Property Subject to Master Declaration. The Property is and shall be held, transferred and occupied subject to this Master Declaration.

Section 2. Additional Property. The Declarant (joined by the owner of the lands if other than the Declarant) shall have the sole right but not the obligation to bring within the scheme of this Master Declaration, as Additional Property, additional properties adjacent to the Property or any property annexed thereto at any time within twenty (20) years from the date this Master Declaration

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has been recorded, which annexation may be accomplished without the consent of the Association, its Members, the Owners or occupants of the Property, any mortgagee or lienholder, or anyone else.

Section 3. Method of Annexation. The additions authorized under this Article shall be made by filing of record a Supplemental Declaration with respect to the Additional Property which shall extend the scheme of the covenants and restrictions of this Master Declaration to such Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Master Declaration for the purpose of annexing property to the scheme of this Master Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Master Declaration as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented, all of which may be significantly at variance with that of the Phase One Property.

Owners, upon recordation of any Supplemental Declaration, shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property within the real property so annexed and an obligation to contribute to the operation and maintenance of such Common Property within the annexed lands.

Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Master Declaration and to the jurisdiction of the Association.

ARTICLE III
STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Association. The Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws and this Master Declaration. Copies of the Association Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C", respectively. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. In the event of any such inconsistency, the provisions of this Master Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) Members of the Association, or (2) agents, representatives or employees of the Declarant. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Master Declaration, the Articles of Incorporation and the Bylaws.

Section 2. Membership. The Declarant and each Owner shall be Members of the Association. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Parcel shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

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Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

a. **Class "A".** Class "A" Members shall be all Owners of Residential Units, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

b. **Class "B".** The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" Members shall be entitled to 10 votes for each Residential Unit owned by a Class "B" Member, or an aggregate of 2920 votes based upon 292 permitted Residential Units in the Phase One Property. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing in the Association. No parcel shall be entitled to votes until such time as it is annexed by Supplemental Declaration; and at such time it shall be entitled to Class "B" votes in the same manner as provided herein. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or

(ii) Four (4) years from the date of recording this Master Declaration, or four (4) years from the date of the last annexation of property, whichever shall occur last.

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

Notwithstanding the other provisions contained in this Declaration to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the directors of the Association, Declarant shall provide at least thirty (30) days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

Prior to the Permittee seeking to transfer the operation and maintenance to a Homeowners' Association, the Permittee must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Homeowners' Association commenced. The Permittee shall demonstrate to the Suwannee River Water Management District's satisfaction that the Homeowners' Association is an active, ongoing concern, which the Permittee shall establish by submitting copies of all minutes of meetings of members of the Association and/or the Board of Directors, with copies of all operation and maintenance expenses incurred, and copies of documentation showing that all

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assessments that were levied have been collected, and copies of such other documentation as the Suwannee River Water Management District may reasonably deem necessary to establish that the Homeowners' Association is an active, functioning and ongoing concern.

Section 4. The Declarant Veto Power.

From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A", other than those held by the Declarant, equal ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or four (4) years after submission of the last Property subject to this Declaration, whichever occurs first.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

Section 5. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate

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number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

Section 6. Duties, Powers and Authority of the Association.

a. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Master Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Master Declaration, any Supplemental Declaration, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration, and improvement of the Common Property.

b. The Association and ultimately the Owners of any real property located within the Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system as required by permit issued by the District and other applicable District rules. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted and/or required by the Suwannee River Water Management District and/or local government jurisdiction. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the Suwannee River Water Management District and/or local government jurisdiction.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Member's Easements of Enjoyment. Subject to the provisions of this Master Declaration, the Association, the Declarant (until the Declarant transfers ownership of the last Residential Unit owned by Declarant) and every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Parcel in the Property. Said rights shall include, but not be limited to, the following:

a. Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Property for all lawful purposes; and

b. Rights and easements of drainage across stormwater drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property in compliance with the rules of the Association, the requirements of the Suwannee River Water Management District and/or local government agencies having jurisdiction over said lands; and

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c. Rights to use and enjoy the Common Property for any purpose not inconsistent with this Master Declaration, any applicable Supplemental Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations.

Section 2. Title to Common Property. The Declarant may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. The Declarant may convey or turn over certain items of the Common Property and retain others. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association all then-existing and completed Common Property located within the Property no later than at such time as Declarant has conveyed to Owners fee simple title to ninety percent (90%) of the gross land area within the Property. Said conveyances shall be free and clear of any mortgage lien. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Master Declaration:

> In order to preserve and enhance the property values and amenities of the Property, and all landscaping and drainage improvements and buffer areas as shown on the Plat(s) of the Property now or hereafter installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. In addition, the Owners and the Association shall comply with any obligations imposed by the permit(s) issued by the Suwannee River Water Management District and/or local government jurisdiction and the operation and maintenance plan attached thereto, or by any permit or authorization from any unit of local, regional, state, or federal government with regards to maintaining, repairing, replacing, operating, and caring for real and personal property, including but without limitation to all lakes, ditches, canals, retention or detention areas, drainage, other surface water or stormwater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association.

Prior to the Declarant seeking to transfer the operation and maintenance to the Association, the Declarant must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Association and the Declarant shall demonstrate to the District's satisfaction that the Association is an active, functioning and ongoing concern which the Declarant shall establish by submitting copies of all minutes of meetings of members of the Association, the Board of Directors as well as copies of all operation and maintenance expenses incurred and documentation showing that all assessments that were levied have been collected and such other documentation as the District may reasonably deem necessary to establish that the Association is an active, functioning and ongoing concern.

Section 3. Extent of Members' Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

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a. The Association, subject to the rights of the Declarant and the Owners set forth in this Master Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.

b. The right of the Declarant without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation, maintenance and operation of utilities or that may change the direction, or affect the flow, of drainage.

c. The easements and rights of the Declarant reserved by this Declaration.

Section 4. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Suwannee River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Suwannee River Water Management District.

Section 5. Phase of Development in Which Common Property Located Not Controlling As To Use. Designation by the Declarant of property as Common Property shall result in general Association membership use and enjoyment entitlement regardless of the tract or phase in which the Common Property is located.

Section 6. Easement Reserved to the Declarant Over Common Property. The Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, walls, berms, fences, landscaping or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the Property; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and irrigation systems and lines; (4) the right and easement of ingress and egress for purposes of development, construction and marketing; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present

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and future phases of the Development; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property, easements, or green belts, or to grant such rights to others. Finally, the Declarant reserves the right to use the Common Property in its efforts to market the Property. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant after conveyance of Common Property to the Association until such time as the Declarant has sold all lands in the Development. This Section may not be amended without the written consent of the Declarant.

Section 7. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Master Declaration shall be for the benefit of the Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Master Declaration, and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 8. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Parcel or Common Property, it shall be deemed that the Owner of such Parcel or the Association, as the case may be, has granted a perpetual easement to the Owner of the adjoining Parcel, or the Association as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the authority but not the duty to obtain insurance for insurable improvements on the Common Property owned by it, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Association, Declarant and/or its designee, and its Members for damage or injury caused by the negligence of the Association, Declarant and/or its designee, or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property.

ARTICLE VI

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COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation on Assessments.

a. Each Owner of a lot, by acceptance of a deed to any Parcel included in the Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association as provided in these Covenants and Restrictions: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Parcel against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

b. **Exempt Property**. The following property now or hereafter subject to this Master Declaration shall be exempt from the assessments, charges and liens created herein:

(i) All Common Property; and

(ii) Any Property owned by Declarant.

Except as set forth in this subsection, no land or improvements in the Property shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in the Property, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of the Common Property, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

a. Payment of operating expenses of the Association; and

b. Lighting, improvement and beautification of access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body; and

c. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property. Such taxes and

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assessments may be contested or compromised by the Association. It is the intent of this Master Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefitted Parcel, the value of the interest of each Owner in such property shall be included in the assessed value of each Parcel and any taxes levied directly against such community property should be of a nominal nature; and

d. Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property; and

e. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members of the Association; and

f. Repair and maintenance of all streets and roadways situated upon the Common Property which have not been dedicated to any governmental unit; and

g. Funding of appropriate reserves for future repair and replacement;

h. Maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements; and

i. Doing any other thing necessary or desirable in the judgment of said Association to keep the Property or the Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of benefit to the Owners or occupants of the Property.

Section 3. Determination of Assessments.

a. **Operating Budget**. It shall be the duty of the Board, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvements budget items as approved by the Board pursuant to Subsection (b) below.

b. **Capital Budget**. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an Appendix to the operating budget. Additionally, new capital improvements in the budget shall be

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approved not by the Board of Directors, but by a majority of the Owners or Members by separate written ballot.

c. **Adoption of Budget**. The Board shall cause a copy of the budget and the projected assessments to be levied for the following year to be delivered to each Member at least forty-five (45) days prior to the end of the Association's fiscal year. The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before thirty (30) days after the proposed budget and assessments are mailed to the Members, by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

Section 4. Special Assessments.

a. **Special Assessments**. In addition to the annual assessments established pursuant to Section 3 hereof, the Board of Directors of the Association may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members (without regard to class) who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. The Board of Directors shall determine the date when such special assessment is to be paid.

The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the surface water or storm water management system and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with of without approval of the membership fo the Association. Special assessments shall be due and payable as determined by the Association.

b. **Individual Assessment**. The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Parcel pursuant to the standards set forth in this Master Declaration, or to reimburse the Association for any damage to any Common Property caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Master Declaration or any Supplemental Declaration.

Section 5. Date of Commencement of Assessments; Initial Assessment; Due Dates. The annual or monthly assessment for the Property shall be decided by the Board of Directors and Officers of Savannah Station Homeowner's Association, Inc. This prorated assessment for each Residential Unit shall be due and payable at the time the Residential Unit is first occupied or at the closing of the sale of the Residential Unit. This prorated assessment is due at the time the Certificate

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of Occupancy is issued on pre-sold homes. Lots still under the control of Savannah Station, a Florida joint venture, will not be assessed.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid. The Board of Directors may establish a reasonable fee to reimburse the cost of issuance of said certificate.

Section 7. Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due, and is not paid within 30 of its due date, then such assessment shall become delinquent and the delinquent assessment, together with interest at a rate of 18% thereon and/or late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be recorded in the Public Records of Alachua County, Florida, to secure payment of all amounts due and shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage as hereinafter provided in Section 8. Such lien shall be continuing until paid in full, and the Association may bring civil action to foreclose the lien. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. Costs of collection shall include not only costs of a legal action or legal representation, but shall include costs incurred by the Association for collection. Each letter written by the Association for delinquent assessments shall be reimbursed at the same rate as a Certificate of Payment.

If it becomes necessary for the Association to file a claim of lien against any Parcel, a lien fee in an amount set by the Board of Directors may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

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Section 8. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for by this Master Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Parcel in the Property and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities, or any of same constituting an institutional mortgage; provided, however, that a sale or transfer of any Parcel pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Parcel from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the Property subject to assessment; and no mortgagee shall be responsible for the collection of assessments from an Owner.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB. All lands and improvements in The Properties are subject to architectural and environmental review. This review shall be in accordance with this Article and Savannah Station Planning, Construction and Development Criteria described below. No sitework, landscaping, utilities extensions, drainage improvements, paving, parking areas, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Board (the "ARB") as to consistency with Savannah Station's Planning, Construction and Development Criteria ("the Planning Criteria"), harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography. The above approvals also shall apply to remodeling, re-painting, re-roofing and re-landscaping.

No Dwelling of one story with less than 1000 square feet, or if two stories, with less than 500 square feet on the first floor will be approved for Savannah Station .

Subject always to final approval by the Board of Directors, the ARB shall promulgate and revise from time to time the Planning Criteria for The Properties. The Planning Criteria shall be set forth in writing and made available to all builders doing business in The Properties, and to all Members and prospective Members of the Association. Each applicant for approval shall have the burden to know and comply with the appropriate criteria. The Planning Criteria may include any

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and all matters considered appropriate by the ARB not inconsistent with the provisions of this Master Declaration, including without limitation minimum square footage requirements for Residential Units, landscaping, fence design and residential recreational improvements. Different Planning Criteria may be adopted and enforced for improvements in different portions of The Properties.

So long as the Declarant owns any lands subject to this Master Declaration or any Supplemental Declaration, the Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board of Directors of the Association. The ARB shall consist of no less than three (3) and no more than five (5) members, who shall be required to be owners of the Properties. The Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms and conditions as the Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable, subject to provisions of other Articles of this Master Declaration. The concurrence of a majority of the members of the ARB shall be required for any decision of the ARB.

The conclusion and opinion of the ARB shall be submitted to the Board of Directors for final approval. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria and the Board of Directors affirms the ARB, such alteration or improvement shall not be made.

Section 2. Approval or Disapproval. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Master Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, fences, enclosures, mail boxes, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general Planning Criteria. Two (2) sets of plans, specifications and plot plans (collectively the "plans") shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans from an authorized agent of the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Master Declaration, shall be in writing and shall accompany one (1) copy of the plans to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy shall become the property of the ARB.

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Section 3. Violations; Waiver. The work approved must be performed strictly in accordance with the plans as submitted and approved. If after such plans have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB and affirmed by the Board of Directors, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Master Declaration. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance authorized by the ARB, approved by the Board of Directors and executed by the chairperson of the ARB shall appear of record in the office of the Clerk of the Circuit Court of Alachua County, Florida, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ARB and affirmed by the Board of Directors, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans does not violate the provisions of this Master Declaration. The approval of the ARB of any plans submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the features or elements embodied in such plans if or when the same features or elements are embodied in any subsequent plans submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 4. Variances. The ARB, subject to approval of the Board of Directors, may authorize variances from compliance from any of the architectural provisions of this Master Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, existing or environmental considerations may require. Such variances must be evidenced in writing and must be signed by a majority of the ARB together with the chairman or a majority of the Board of Directors, and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Master Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the Planning Criteria for any purposes except as to the particular Parcel and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Parcel, including but not limited to zoning ordinances and setback requirements imposed by the appropriate governmental authority.

Section 5. Waiver of Liability. Neither the Declarant, the ARB, any member of the ARB, or the Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of The Properties by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damage. Approval of any building plans, specifications, site or landscape plans or elevations, or any

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other approvals or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of The Properties; and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof comply with, or are not in violation of any applicable laws, codes, rules or regulations.

The Declarant, the ARB, the Association or any agent thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

This Article may not be amended without the Declarant's written approval so long as the Declarant owns any Parcel.

Section 6. Enforcement of Planning Criteria. The Declarant or the Board of Directors shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should the Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Declarant and the Association shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Parcel for any trespass or damages or injury to the property or person unless caused by gross negligence or intentional wrongdoing.

Section 7. Term of Approval. Approval by the ARB shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval.

ARTICLE VIII
EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility; Default. It shall be the affirmative duty of each Owner at all times to keep and maintain the improvements, landscaping and stormwater drainage and retention improvements located on and serving to drain only its Parcel in good and presentable condition and repair consistent with the approved plans and specifications therefor. The Association shall have the right to provide exterior maintenance upon any Parcel and improvements thereon in The Properties in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's property, the Board of Directors of the Association, or a committee appointed by the Board of Directors, shall determine that same is in need of repair or maintenance and is detracting from the overall

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appearance of The Properties. Except in the event of an emergency and landscape maintenance, prior to commencement of any maintenance work, the Board of Directors must furnish fifteen (15) days' prior written notice to the Owner at the last address listed in the Association's records for said Owner notifying the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the Owner. Notification for landscape maintenance shall not be less than 48 hours. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any Parcel and the exterior of any improvements located thereon, or to hire personnel to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of The Properties. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected parcel or improvements thereon unless caused by gross negligence or intentional wrongdoing. Non-Owner Occupied Parcels and Dwellings MUST have yard and exterior maintenance performed by the Association, assessed to the Owner and collected and performed according to provisions of Section 2 and 3 below.

Section 2. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 shall be assessed as an individual assessment against the Owner of the Parcel or improvements upon which such maintenance is done. Said individual assessment shall be secured by a lien upon the affected Parcel and improvements and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents, contractors or employees, shall have the right to enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays; except that in an emergency situation, as determined by the Board, entry may be made on any day and at any hour.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the said Common Property. It shall also be the affirmative duty of the Association to maintain as a Common Expense all stormwater drainage and retention

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improvements and features located in The Properties or the Common Property and comprising part of the master stormwater drainage plan for Savannah Station. The Association shall comply with any obligations imposed by the permit(s) issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto, or by any permit or authorization from any unit of local, regional, state, or federal government with regards to maintaining, repairing, replacing, operating and caring for real and personal property, including but without limitation to all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association. All maintenance of each Parcel in The Property and all parts of any structure thereon, unless specifically identified as being the responsibility of the Association shall be the responsibility of the Owner of such Parcel. The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair fo the surface water or storm water management system as well as any and all other provisions contained in these covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these fees and costs incurred by the District in such proceedings which shall include attorney's fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the Public Records of Alachua County, Florida or any such attorneys' fees and costs awarded to the District by any Court of administrative body.

Section 5. Swale Maintenance. The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Suwannee River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

ARTICLE IX
RESTRICTIVE COVENANTS

The Properties shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, invitees, successors, and assigns, as follows:

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Section 1. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Parcel.

Section 2. Landscaping. Landscaping on each Parcel and stormwater drainage and retention features located on and serving only that Parcel shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. The Owner of each Parcel abutting a body of water shall maintain the shoreline of said Parcel free of debris and weeds consistent with applicable environmental regulations. Landscaping as approved by the ARB shall be installed within thirty (30) days of occupancy or completion of any buildings (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

Section 3. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon The Properties, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of The Properties, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Property, nor any part thereof, and all laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of The Properties shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof; noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke, dust, dirt or fly ash; unusual fire or explosive hazards; or vibration.

Section 4. Rules and Regulations. Rules and regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of The Properties shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as multi-family structures, air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television antennas, driveways, walkways, sight distance at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Master Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective.

Section 5. Animals. Birds, fish, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. All dogs and cats must be leashed or fenced when outside and shall not be permitted to run loose. No other animals, fowl, reptiles or livestock shall be kept or maintained in The Properties. No bird, fish, dog or cat shall be permitted to remain if it disturbs the tranquility of The Properties or the Owners or tenants thereof. Each owner shall be responsible for maintaining any area used by his/her bird, fish, dog or cat.

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Section 6. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of The Properties except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building approved by the ARB. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible.

Section 7. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Board of Directors, the ARB and governmental regulations.

Section 8. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any neighboring Parcel. All trucks in excess of 3/4 ton, commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of every other description must be parked or stored in a fully enclosed garage or an area completely screened from view from any other Parcel or Common Property. The only exception is during the periods of approved construction on The Properties. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pick-up, delivery, and other commercial services. Additional rules and regulations regarding use, repair and storage of vehicles in The Properties may be promulgated from time to time by the Board of Directors.

Section 9. Temporary Structures. No building or structure of a temporary character, including trailers, tents and shacks shall be permitted in The Properties; provided, however, temporary improvements used solely in connection with the construction of approved permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

Section 10. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on any Parcel, unless prior written approval of the ARB is obtained; provided, however, reasonable street numbers and name signs on individual Residential Units and one sign not more than eighteen inches by twenty-four inches (18" x 24" - standard real estate sign) and used solely in connection with the marketing of Parcels for sale shall be permitted without prior approval. The restrictions of this section shall not apply to the Declarant.

Section 11. Air-Conditioning Equipment. No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in The Properties unless approved by the ARB. Approval shall be based upon adequacy of screening and/or landscaping of such equipment.

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Section 12. Drainage Structures. No person (other than the Declarant), without the prior written approval of the ARB, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by the Declarant or the Association from, on and over any Parcel, or Common Property; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 13. Antennae. No outside antenna, including without limitation any television, radio, microwave or dish antenna, shall be erected, used or maintained in The Properties without the prior written approval of the ARB. Said approval shall not be granted until ARB adopts an Antennae Policy; which adoption shall not occur before such time as, solely in the opinion of ARB, technology and manufacturing advance to provide for the availability of an aesthetically acceptable Antennae.

Section 14. Subdivision. No part of The Properties shall be further subdivided except as platted without the prior written consent of the Declarant for so long as the Declarant owns any lands in the Development Plan, and thereafter by the Board of Directors.

Section 15. Completion of Construction. After commencement of construction of any improvements in The Properties, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof. The Owner of the Parcel on which improvements are being constructed shall at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

Section 16. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

Section 17. Maintenance of Protective Screening. Any protective screening constructed along exterior Parcel lines as a buffer against the encroachment of noise, dust and/or visual pollution, or other adverse influence, shall be maintained by the Owners of such Parcel, at such Owner's expense, including the repair and replacement thereof from time to time, for so long as such buffer shall continue necessary by virtue of the continued adverse influence on the adjacent properties, which such necessity shall be determined by the ARB.

Section 18. Utility Service. No "service lines" shall be constructed, placed or maintained anywhere in or upon The Properties unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The

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foregoing shall not apply to "transmission lines" now or hereafter existing on The Properties. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc. as transmit the current or power to the Parcels or parts thereof, and from which the "service lines" run.

Section 19. Play Structures and Yard Accessories. Basketball backboards may be located adjacent to a driveway or at the rear of the residential structure. All play structures and yard accessories shall be located to the rear of any building. For any such structure exceeding six (6) feet in height (except basketball backboards), approval must first be obtained from the ARB.

Section 20. Fences. No fences shall be erected without prior ARB approval. The ARB shall prepare fence guidelines to be included within the Construction and Development Criteria.

Section 21. Rights of the Declarant. The Declarant and/or its designee has the right to maintain upon a portion of The Properties sales, administrative, construction or other offices, signs and other promotional equipment and apparatus which shall not be subject to assessment.

ARTICLE X
AMENDMENT BY DECLARANT

The Declarant, as long as Declarant owns or is authorized by an owner of lands within the Development, reserves and shall have the sole right to (a) amend this Master Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel which do not lower the standards of the covenants and restrictions herein contained; c) release any Parcel from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Master Declaration without vote or consent of the Owners in any manner which does not adversely affect the substantive rights of an existing Owner or mortgagee; and (e) to amend this Master Declaration during the first two (2) years after same has been recorded to comply with the request of any mortgagee referred to in Section 8 of Article VI. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Association, provided that no amendment shall be inconsistent with the requirements of any governmental body having jurisdiction of The Properties, including the permit regulations imposed by the Suwannee River Water Management District. Any amendments which directly or indirectly impact operation and maintenance of the surface water management system shall require the approval of the Suwannee River Water Management District. Any such amendments shall not become effective until the instrument evidencing such amendment has been filed of record.

ARTICLE XI

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ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant for so long as the Declarant owns any lands in the Development Plan, and thereafter without the prior written approval of the Board of Directors of the Association, may impose any additional covenants or restrictions on any part of The Properties.

ARTICLE XII
AMENDMENT

Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of Alachua County, Florida, provided that no amendment shall be inconsistent with the requirements of any governmental body having jurisdiction of The Properties, including the permit regulations imposed by the Suwannee River Water Management District and/or local government jurisdiction. Any such amendments shall not become effective until the instrument evidencing such amendment has been filed of record. Every purchaser or subsequent grantee of any interest in the subdivision, by acceptance of a deed or other conveyance, therefore, thereby agrees that the restrictions may be amended as provided herein. A proposed amendment may be initiated by the Declarant, the Association, or by petition signed by fifteen percent (15%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Owners, without regard to class. Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to a member of the Board of Directors at or prior to the meeting. The recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Alachua County.

So long as the Declarant shall own any lands which are subject to potential annexation, no Declarant related amendment shall be made to this Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

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a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners.

b. Modifies the definitions provided for by Article I of this Master Declaration in a manner which alters the Declarant's rights or status.

c. Modifies or repeals any provision of Article II of this Master Declaration.

d. Alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.

e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.

f. Denies the right of the Declarant to convey to the Association Common Property.

g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.

h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's rights as provided for by any provision of this Master Declaration or any Supplemental Declaration.

Amendments to this Master Declaration which directly or indirectly impact operation and maintenance of the surface water or stormwater drainage systems or related systems may be made after approval by the Suwannee River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District and/or local government jurisdiction under the lawful adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification. Amendments to this Declaration which do not impact operation or maintenance of the surface water or stormwater drainage systems or related systems may be made without authorization of the Suwannee River Water Management District and/or local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval. Any amendment to the Covenants and Restrictions which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Suwannee River Water Management District.

ARTICLE XIII

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COVENANTS COMMITTEE

Section 1. Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Nothing herein shall prohibit a Member from serving on both the ARB and the Covenants Committee. Acting in accordance with the provisions of this Master Declaration, the Bylaws, and any resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association relative to alleged infractions of the covenants, rules and regulations of the Association.

Section 2. Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violations of rules and regulations unless and until the following procedure is followed:

a. **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(I) the alleged violation;

(ii) the action required to abate the violation; and

(iii) a time period which, except in emergency situations which shall include but not be limited to noise pollution, shall be not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

b. **Notices.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall not be less than ten (1) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his behalf; and

(iv) the proposed sanction to be imposed.

c. **Hearing.** The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of

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the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

d. Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right a written notice must be received by the manager, President, or Secretary of the Association within ten (10) days after the hearing date.

e. Fines. The Covenants Committee may impose special assessments against Parcel owned by the Owner as follows:

(I) First non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars ($500.00).

(iii) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars ($1,000.00).

Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties. Fines shall be treated as an assessment subject to the provisions for the collection of assessments. All monies received from fines shall be allocated as directed by the Board of Directors. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

ARTICLE XIV
DURATION AND TERMINATION

The covenants and restrictions of this Master Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association and any Owner of any land subject to this or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Master Declaration and any Supplemental Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the votes in the Association and all mortgagees agreeing to terminate said covenants and restrictions.

ARTICLE XV
ENFORCEMENT

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Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, any Owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Master Declaration. Such enforcement may also be by official act of the Suwannee River Water Management District and/or local government jurisdiction, in accordance with the permit issued by said agency.

The failure of the Declarant, its successors or assigns, or the Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Should the Declarant, an Owner or the Association be required to enforce the provisions of any of these covenants or restrictions by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner or Member shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Lessees to Comply with Declaration, Articles and Bylaws - Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Master Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Master Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants notwithstanding the fact that such occupants of the Parcel are also fully liable for any violation of the documents and regulations.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Master Declaration, Bylaws, Articles or rules and regulations adopted pursuant thereto, the

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Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

Section 5. Enforcement by Suwannee River Water Management District and/or Local Government Jurisdiction. The Suwannee River Water Management District and/or local government jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water and/or stormwater management systems.

ARTICLE XVI
MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision of provisions of this Master Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Association at the time of such mailing, unless otherwise provided herein.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way effect the meaning, content or interpretation of this Master Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Printed Name: Rebecca BURNS

Printed Name: Casey James

Printed Name: Rebecca Burns

Printed Name: Casey James

Declarant:
SAVANNAH STATION, a Florida joint venture,

By: LEGACY PROPERTY DEVELOPMENT, INC., a Florida corporation, joint venturer

By: _____
GEORGE E. FLETCHER, President

By: CLIPPER DEVELOPMENT, INC., a Florida corporation, joint venturer

By: _____
ROBERT HARTLEY, President

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STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **ROBERT L. HARTLEY**, President of **Clipper Development, Inc., joint venturer**, personally known to me, and he acknowledged executing the foregoing Master Declaration on behalf of said corporation, and he appeared in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid on this 27th day of April, 2006.

Notary Public State of Florida

DEBORAH J. HORLER
Notary Public - State of Florida
My Commission Expires Nov 5, 2008
Commission # DD335422
Bonded By National Notary Assn.

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **GEORGE E. FLETCHER,** President of **Legacy Property Development, Inc., joint venturer**, personally known to me, and he acknowledged executing the foregoing Master Declaration on behalf of said corporation, and he appeared in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid on this 27th day of April, 2006.

Notary Public State of Florida

DEBORAH J. HORLER
Notary Public - State of Florida
My Commission Expires Nov 5, 2008
Commission # DD335422
Bonded By National Notary Assn.

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EXHIBIT "A"

Legal Description
(Savannah Station, Phase 1)

A portion of Section 28, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:
BEGIN at a steel rod and cap at the Northeast corner of Pilot Forest Unit 2, a subdivision as per plat thereof recorded in Plat Book "R", page 44 of the public records of Alachua County, Florida and run thence North 00°28'52" East, along the East boundary of Section 28, Township 8 South, Range 18 East, 513.96 feet to an iron pipe; thence North 89°31'33" West, 209.92 feet to an iron pipe; thence North 00°29'23" East, 121.25 feet; thence North 89°31'08" West, 205.10 feet; thence South 00°28'52" West, 45.05 feet; thence North 89°34'37" West, 726.58 feet; thence North 00°25'23" East, 140.00 feet; thence North 89°34'37" West, 59.81 feet to the beginning of a curve concave Northeasterly and having a radius of 25.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 53°58'30" an arc distance of 23.55 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 62°35'22" West, 22.69 feet; said end of curve being the beginning of a curve concave Southwesterly and having a radius of 150.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 12°30'10" an arc distance of 32.73 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 41°51'12" West, 32.67 feet; thence North 48°06'17" West, 104.15 feet to the beginning of a curve concave Northeasterly and having a radius of 25.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 58°14'35" an arc distance of 25.41 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 18°58'59" West, 24.33 feet; said end of curve being the beginning of a curve concave Southwesterly and having a radius of 70.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 105°04'11" an arc distance of 128.37 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 42°23'47" West, 111.12 feet; said end of curve being the beginning of a curve concave Northeasterly and having a radius of 25.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 46°49'35" an arc distance of 20.43 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 71°31'05" West, 19.87 feet; thence North 48°06'17" West, 183.12 feet to a point on the Southeasterly right of way line of County Road No. 235 (100 foot right of way); thence South 41°53'43" West, along said Southeasterly right of way line, 1307.62 feet to a nail and cap at the most Northerly corner of Pilot Forest, a subdivision as per plat thereof recorded in Plat Book "J", page 92 of the public records of Alachua County, Florida; thence South 48°06'17" East, along a boundary line of said Pilot Forest, a distance of 15.00 feet to a nail and cap at the beginning of a curve concave Southwesterly and having a radius of 99.65 feet; thence Southeasterly, along said boundary line and along the arc of said curve, through a central angle of 49°05'51" an arc distance of 85.39 feet to a steel rod and cap at the Northwest corner of Lot 54 of said Pilot Forest, said arc being subtended by a chord having a bearing and distance of South 23°33'22" East, 82.80 feet; thence South 89°34'37" East, along the North boundary line of said Lot 54 and along the North boundary line of said Pilot Forest Unit 2, a distance of 1111.63 feet to a 4"x 4" concrete monument (SAPP, LS 4948) at the Northeast corner of Lot 13 of said Pilot Forest Unit 2 and the Northwest corner of Lot 12 of said Pilot Forest Unit 2; thence South 89°33'11" East, along the North boundary line of said Pilot Forest Unit 2, a distance of 1270.19 feet to the POINT OF BEGINNING.
Containing 35.17 acres, more or less

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EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
SAVANNAH STATION OWNER'S ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, *Florida Statutes*, and pursuant to the following provisions ("these Articles");

ARTICLE I
NAME

The name of the corporation shall be **SAVANNAH STATION OWNER'S ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II
DURATION

The Association shall exist perpetually. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III
DEFINITIONS

The following words shall have the definitions set forth below for purposes of these Articles:

a. **"Additional Property"** shall mean and refer to those real properties, together with any improvements thereon, other than the current Property, which are made subject to these Master Declaration under the provisions of Article II thereof.

b. **"Association"** shall mean and refer to the Savannah Station Owner's Association, Inc., a Florida corporation not for profit, or its successors and assigns.

c. **"Common Expenses"** shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, and including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Master Declaration, the By-Laws, and these Articles of Incorporation of the Association.

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d. **"Common Property"** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, any platted parcel which is part of The Properties and which is designated on the plat for ownership and maintenance by the Association.

e. **"The Declarant"** shall mean and refer to Legacy Property Development, Inc., a Florida corporation, and Clipper Development, Inc., a Florida corporation, their successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

f. **"Master Declaration"** shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Savannah Station executed on April 27, 2006, 2006, and recorded in the Public Records of Alachua County, Florida and as amended from time to time.

g. **"Member"** shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 of the Master Declaration, and also to each Owner which may also be a member of said Association created pursuant to the terms of any Supplemental Declaration.

h. **"Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in The Properties (other than the Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Parcel in The Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

i. **"Parcel"** shall mean and refer to each Lot and/or Residential Unit from time to time subject to the terms of the Master Declaration.

j. **"The Property"** shall mean and refer to the entire Property and any additional properties annexed thereto in the future.

k. **"Residential Unit"** shall mean and refer to each separately described portion of The Properties which is intended to be occupied as a single family residence or household, including without limitation each residential lot (together with the residence, if any, constructed thereon), condominium unit, zero lot line dwelling, attached and detached dwelling, patio home, townhouse and any other form of residential occupancy or ownership now existing or hereafter

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created. "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit.

l. **"Supplemental Declaration"** shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of the Master Declaration to Additional Property.

m. **"Surface Water or Stormwater Management System"** shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE IV
PRINCIPAL OFFICE

The principal office of the Association is located at 107 SW 140th Terrace, #2, Newberry, Florida 32669.

ARTICLE V
REGISTERED OFFICE AND AGENT

ROBERT L. HARTLEY whose address is **107 SW 140th Terrace, #2, Newberry, Florida 32669** is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to provide for, among other things, the management, improvement, maintenance, operation and care of all Common Property now owned or hereafter acquired by the Association, and all ditches, retention or detention areas, drainage systems, all Surface Water and Stormwater Management Systems, and preservation or conservation areas, wetlands and wetland mitigation areas which are controlled by the Association. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles or the Bylaws of this Association. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of all Common Property and Surface Water or Stormwater Management Systems within its jurisdiction. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers.

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6.1 To fix and make assessments to the Owners of the Real Property, and collect the assessments, as well as any cost of collection including but not limited to reasonable attorneys' fees, by any lawful means.

6.2 To borrow money if needed to carry out the purpose and works of the Association.

6.3 To use and expend the proceeds of assessments and borrowings in a manner consistent with the purposes for which this Association is formed, i.e. to pay debts and obligations of the Association.

6.4 To maintain, repair, replace, operate, and care for real and personal property, including but without limitation all ditches, retention or detention areas, drainage other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association or the owners in common in a manner consistent with the permit issued by the Suwannee River Water Management District and/or local government jurisdiction and the operation and maintenance plan attached thereto.

6.5 Purchase and maintain property and/or liability insurance if deemed necessary or desirable by the Directors of the Association.

6.6 To make, amend, impose and enforce by any lawful means, reasonable rules and regulations of the Association property, subject to approval of the Suwannee River Water Management District and/or local government jurisdiction if said approval is so required.

6.7 To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration.

6.8 To do and perform anything required by these Articles, the By-Laws, or the Declaration to be done by a lot owner, but if not done by the lot owner in a timely manner, at the expense of such owner.

6.9 The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Suwannee River Water Management District Permit No. _____ requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Prior to the Permittee seeking to transfer the operation and maintenance to a Homeowners' Association, the Permittee must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Homeowners' Association commenced. The Permittee shall demonstrate to

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the Suwannee River Water Management District's satisfaction that the Homeowners' Association is an active, ongoing concern, which the Permittee shall establish by submitting copies of all minutes of meetings of members of the Association and/or the Board of Directors, with copies of all operation and maintenance expenses incurred, and copies of documentation showing that all assessments that were levied have been collected, and copies of such other documentation as the Suwannee River Water Management District may reasonably deem necessary to establish that the Homeowners' Association is an active, functioning and ongoing concern.

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon Associations so formed.

ARTICLE VII
MEMBERSHIP

Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII
VOTING RIGHTS

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

a. **Class "A".** Class "A" Members shall be all Owners of Residential Units, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

b. **Class "B".** The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" Members shall be entitled to 10 votes for each Residential Unit owned by a Class "B" Member, or an aggregate of 2920 votes based upon 292 permitted Residential Units in the Phase One Property. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing in the Association. No parcel shall be entitled to votes until such time as it is annexed by Supplemental Declaration; and at such time it shall be entitled to Class "B" votes in the same manner as provided herein. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or

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(ii) Four (4) years from the date of recording this Master Declaration, or four (4) years from the date of the last annexation of property, whichever shall occur last.

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

8.2 From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A" votes, other than those held by the Declarant, equal ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or four (4) years after submission of the last Property subject to this Declaration, whichever occurs first.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) day after receipt of such notice to exercise its veto.

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8.3 Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

Notwithstanding the other provisions contained in these Articles or the Declaration to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the directors of the Association, Declarant shall provide at least 30 days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

ARTICLE IX
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than nine (9) directors who need not be Members. The initial Board shall be comprised of four (4) persons. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all lands which are subject to potential annexation pursuant to Article II, Section 2, of the Master Declaration, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are:

Name	Address
George E. Fletcher	**1223 NW 114th Drive, Gainesville, Florida 32606**
Robert L. Hartley	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Cheryl Hartley	**14029 W. Newberry Rd., Newberry, Florida 32669**
Phillip W. Hartley	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Stephen G. Hartley	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Deborah Diamond	**14029 W. Newberry Rd., Newberry, Florida 32669**

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors for staggered terms of three (3) years each. To create the staggered terms,

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one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE X
OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Office	Name	Address
President	**Robert L. Hartley**	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Secretary/Treasurer	**George E. Fletcher**	**1223 NW 114th Drive Gainesville, FL 32606**
Vice President	**Cheryl Hartley**	**14029 W. Newberry Rd., Newberry, Florida 32669**
Vice President	**Phillip W. Hartley**	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Vice President	**Stephen G. Hartley**	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Vice President	**Deborah Diamond**	**14029 W. Newberry Rd., Newberry, Florida 32669**

ARTICLE XI
INDEMNIFICATION

11.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for

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the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these articles of Incorporation.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XII
BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

ARTICLE XIII
ADDITIONAL PROPERTY

Additional Property may be added from time to time to The Properties in accordance with the Master Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Association to such Additional Property as may be contemplated by the Master Declaration.

The Association and each Member must accept as Members the Owners of all Parcels where the instrument hereafter annexing Additional Property to the jurisdiction of the Association provides that the Owners of the Parcels located therein are intended to be Members of the Association and that the Association is intended to have jurisdiction over them.

ARTICLE XIV
AMENDMENTS

Until such time as Members own ninety percent (90%) of the Properties, the Board of Directors may amend these Articles by adopting a resolution setting forth the amendment, without any vote of the Members, certifying the amendment to the Secretary of the State of Florida, and recording the amendment in the Public Records of Alachua County, Florida. At such time as

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Members own ninety percent (90%) of the Properties, amendments to these Bylaws shall be proposed and adopted in the following manner:

14.1 The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

14.2 Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

14.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

14.4 Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

14.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 14.1 through 14.3 had been satisfied.

14.6 The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

14.7 No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Master Declaration. So long as the Declarant shall own any lands within The Properties, no Declarant related amendment shall be made to the Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;

b. Modifies the definitions provided for by Article I of the Master Declaration in a manner which alters the Declarant's rights or status;

c. Modifies or repeals any provision of Article II of the Master Declaration;

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d. Alters the character and rights or membership as provided for by Article III of the Master Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;

f. Denies the right of the Declarant to convey to the Association Common Property;

g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;

h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provision of the Master Declaration or any Supplemental Declaration.

14.8 **Further Limitations.** Amendments to these Articles or the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water or Stormwater Management Systems or related systems may be made after approval by the Suwannee River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District and/or local government jurisdiction under the lawful adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the Surface Water or Stormwater Management System or related systems may be made without authorization of the Suwannee River Water Management District and/or local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within 30 days of approval

14.9 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Alachua County, Florida.

ARTICLE XV
SUBSCRIBERS

The name and address of the Subscriber to these Articles of Incorporation is as follows:

Robert L. Hartley, 107 SW 140th Terrace, #2, Newberry, Florida 32669

ARTICLE XVI
NON-STOCK CORPORATION

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The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVII
DISSOLUTION OF ASSOCIATION

Prior to dissolution of this Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation all Surface Water or Stormwater Management Systems, ditches, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetland or wetland mitigation areas which are owned by the Association or controlled by the Association, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District and/or local government jurisdiction. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification.

ARTICLE XVIII
INITIAL CONTROL BY DEVELOPER; CONDITION PRECEDENT TO TRANSFER OF CONTROL OF AN OWNER'S ASSOCIATION

Notwithstanding the other provisions contained in these articles to the contrary, **SAVANNAH STATION, a Florida joint venture,** their successors and assigns in interest ("Declarant"), shall have control of the activities of the Association until the Declarant relinquishes that right or ceases to be the owner of 90% of the parcels within the Development. The Declarant, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, shall provide at least 30 days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of the 21st day of April, 2006.

Signed, sealed and delivered in the presence of:

Printed Name:

Printed Name:

ROBERT L. HARTLEY

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STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **ROBERT L. HARTLEY** to me known to be the Subscriber described in the foregoing Articles of Incorporation, and he acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 27th day of April, 2006.

Notary Public State of Florida

DEBORAH J. HORLER
Notary Public - State of Florida
My Commission Expires Nov 5, 2006
Commission # DD335422
Bonded By National Notary Assn.

ACCEPTANCE OF REGISTERED AGENT

THE UNDERSIGNED having been named herein to act as Registered Agent for said corporation, herein accepts and agrees to act in this capacity.

ROBERT L. HARTLEY

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3.3 **Voting Rights.** Voting rights of each Member of the Association shall be as set forth in the Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth in these Bylaws.

3.4 **Designation of Voting Representative.** If Real Property is owned by one person or entity, its rights to vote shall be established by the record title to the Real Property. If Real Property is owned by more than one person or entity, the person entitled to cast the votes for the Real Property shall be designated by a certificate signed by all of the record Owners of the Real Property and filed with the Secretary of the Association. If Real Property is owned by a general or limited partnership, the person entitled to cast the votes for the Real Property shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If Real Property is owned by a corporation, the person entitled to cast the votes for the Real Property shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If Real Property is owned in trust, the person entitled to vote for the Real Property shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Real Property concerned. A certificate designating the person entitled to cast the votes of Real Property in writing by any Owner thereof. Provided, however, that no Owner or designee shall vote in excess of the voting rights allocated to the Real Property pursuant to the Declaration.

3.5 **Approval or Disapproval of Matters.** Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.6 **Restraint Upon Assignment of Shares in Assets.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Real Property.

4. MEMBERS' MEETINGS.

4.1 **Annual Members' Meetings.** The annual Members' meeting shall be held at the office of the Association at 5:00 p.m. on the ____ day of January of each year for the purpose of appointing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal or religious holiday, the meeting shall be held at the same hour on the next day which is not a legal or religious holiday. Provided, the Board of Directors shall have the discretion to hold the annual meeting at any other time during the month of January which they may deem to be more convenient to the Members of the Association. At any meeting, whether annual or special, of the Members or Directors, at which a Motion is made concerning the surface water or storm water management system a motion may only be voted upon at a meeting at which the Suwannee River Water Management District has been given at least ten (10) days written notice and to which the Suwannee River Water Management District is invited to attend by its representatives.

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EXHIBIT "C"

BYLAWS
of
SAVANNAH STATION OWNER'S ASSOCIATION, INC.,
a Non-Profit Corporation

1. **DEFINITIONS.** When used in these Bylaws, the terms defined in Article III of the Articles of Incorporation of **SAVANNAH STATION OWNER'S ASSOCIATION, INC.** ("the Articles") shall have the same meanings as in the Articles. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

2. **IDENTITY.** These are the Bylaws of **SAVANNAH STATION OWNER'S ASSOCIATION, INC.**, a corporation not for profit organized pursuant to Chapter 617, *Florida Statues* (the "Association").

2.1 **Office.** The office of the Association shall be located at 107 SW 140th Terrace, #2, Newberry, Florida 32669 or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **MEMBERS.**

3.1 **Qualification.** The Members of the Association shall consist of every Owner, including the Declarant, and in the case of multiple Owners, every group of record owners, of Real Property within The Properties. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Real Property. Multiple Owners shall be subject to the provisions of the Declaration relative to "Multiple Owners."

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Alachua County, Florida, a deed or other instrument establishing record title to Real Property under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

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4.2 **Special Members' Meetings.** Special meetings of the Members may be called by any one of the following persons or groups:

(a) The Board of Directors, or

(b) The holders of not less than 50% of all of the votes entitled to be voted at the meeting.

4.3 **Notice of All Meetings of Members.** Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting.

4.4 **Quorum.** A quorum at Members' meetings shall consist of thirty percent (30%) of all votes in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Master Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 **Proxies.** Every Member entitled to vote at a meeting of members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy. Every proxy must be signed by the Member or his attorney-in-fact. To be valid, a proxy must be dated, must state the date, time, and place it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at the pleasure of the member executing it and shall expire upon the transfer of title to the Real Property giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members.

4.6 **Adjourned Meetings.** When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

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4.7 **Order of Business.** The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be:

a. Calling of the roll and certifying of proxies.
b. Proof of notice of meeting or waiver of notice.
c. Reading and disposal of any unapproved minutes.
d. Appointment of Directors.
e. Reports of Officers.
f. Reports of Committees.
g. Appointment of Nominating Committee.
h. Unfinished business.
i. New business.
j. Adjournment.

4.8 **Minutes of Meetings.** The Association shall maintain minutes of each meeting of the membership and of the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. BOARD OF DIRECTORS.

5.1 **Number.** The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors. The initial Board shall be comprised of four (4) directors. Anything in these Bylaws to the contrary notwithstanding, until such time as Declarant has conveyed to purchasers all lands subject to the Declaration, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association.

5.2 **Term of Office.** The Members shall elect the directors for a term of three (3) years each, as provided in the Articles. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.3 **Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members, or by a majority vote of the Board of Directors. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining directors and shall serve for the unexpired term of his predecessor.

5.4 **Directors' Fees.** Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.5 **Election.** Election to the Board of Directors shall be by written ballot or oral declaration as hereinafter provided: At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes (without regard to class) for each vacancy shall be elected. The election shall be by written ballot unless a majority of the members present at such meeting

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specifically elect to waive this provision, at which time each member may cast his/her vote(s) orally; provided, however, that in the event that there are no more nominations for director than vacancies on the board, those nominees shall stand elected by acclamation, and balloting shall not be necessary

5.6 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

5.7 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a director, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

5.8 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors or agents of the Declarant, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.9 and shall be made in advance of the time fixed in Section 5.9 for the mailing of such ballots to Members.

5.9 Ballots. All elections to the Board of Directors shall be made on written ballot which shall (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and (c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.10 Number of Ballots. Each Member shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures of Section 5.11, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

5.11 Election Committee; Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) Members appointed by the Board of Directors. The Election Committee shall then:

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a. Establish that external envelopes were not previously opened or tampered with in any way; and

b. Open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope; and

c. Confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and

d. If the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee.

The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

6. MEETINGS OF DIRECTORS.

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least semi-annually without notice at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday. Notice of such regular meeting is hereby dispensed with. Regular meetings of the Board of Directors shall be open to the Members.

6.2 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) directors. No less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting.

6.3 Waiver of Notice of a Meeting. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Associations' records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 Defects in Notice, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the

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place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

6.5 **Quorum.** A quorum at directors' meeting shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, a Supplemental Declaration, the Articles, or these Bylaws.

6.6 **Adjourned Meetings.** A majority of the directors present whether or not a quorum exits, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

6.7 **Action by Directors Without a Meeting.** Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.8 **Presiding Officer.** The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.9 **Powers and Duties of Board of Directors**. All of the powers and duties of the Association existing under chapter 617, *Florida Statutes*, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. OFFICERS.

7.1 **Officers and Election.** The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 **President.** The President shall be the chief executive officer of the Association.

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He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 **Vice President.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The Duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 **Compensation.** The compensation, if any, of the officers shall be fixed by the Board of Directors.

8. **BOOKS AND RECORDS.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or any representative of Suwannee River Water Management District. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

9. **FISCAL MANAGEMENT.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

9.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts and by accounts and receipt classifications. Expenses shall be entered by their amounts and by accounts and expense classifications.

a. **Current Expense.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include, but not be limited to, in any order:

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(1) Professional, administration and management fees and expenses;

(2) Taxes on Common Property;

(3) Expense for utility services and maintenance expense relating to the Common Property, roadway, landscape and drainage easements shown on the Exhibit "B" to the Declaration, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water and/or stormwater management works, preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association;

(4) Insurance costs;

(5) Administrative and salary expenses;

(6) Operating capital;

(7) Performance of obligations imposed by any unit of local, regional, state, or the federal government and to enforce the provisions of the Declaration, the Articles of Incorporation and these By-laws.

(8) Other expenses.

b. **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

c. **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 **Budget.** The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves.

9.3 **Depository.** The depository of the Association will be such banks in Alachua County, Florida, as shall be designated from time to time by the directors. The withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

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10. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. REGULATORY COMPLIANCE. The Association shall comply with any obligations imposed by the permit issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto, or by any permit or authorization from any unit of local, regional, state, or federal government with regards to maintaining, repairing, replacing, operating and caring for real and personal property, including but without limitation to all lakes, ditches, canals, retention or detention areas, drainage, other surface water and stormwater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association. Notwithstanding anything contained herein to the contrary, any amendments to these bylaws which directly or indirectly impact operation and maintenance of the surfacewater and stormwater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water and stormwater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made after approval by the Suwannee River Water Management District and any unit of local government having jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Articles or these Bylaws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District or any unit of local government having jurisdiction; however, copies of any such amendments shall be forwarded to the District and any unit of local government having jurisdiction, within 30 days of approval.

Prior to the Permittee seeking to transfer the operation and maintenance to a Homeowners' Association, the Permittee must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Homeowners' Association commenced. The Permittee shall demonstrate to the Suwannee River Water Management District's satisfaction that the Homeowners' Association is an active, ongoing concern, which the Permittee shall establish by submitting copies of all minutes of meetings of members of the Association and/or the Board of Directors, with copies of all operation and maintenance expenses incurred, and copies of documentation showing that all assessments that were levied have been collected, and copies of such other documentation as the Suwannee River Water Management District may reasonably deem necessary to establish that the Homeowners' Association is an active, functioning and ongoing concern.

12. AMENDMENT. Amendments to these Bylaws shall be proposed and adopted in the following manner:

12.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

12.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote

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thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

12.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

So long as the Declarant shall own any lands within the Properties no Declarant related amendment shall be made to the Declaration, or to the Articles or the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

(i) Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other owners.

(ii) Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status.

(iii) Modifies or repeals any provision of Article II of the Declaration.

(iv) Alters the character and rights of membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.

(v) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.

(vi) Denies the right of the Declarant to convey Association Common Property.

(vii) Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.

12.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

12.5 Agreement. If all of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, and the same do not violate the prohibitions of 12.3 relative to the Declarant, then the amendment shall thereby be adopted as though Subsection 12.1 through 12.3 had been satisfied.

12.6 Recording. A copy of each amendment shall be recorded in the Public Records of Alachua County, Florida, as soon as possible after adoption.

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12.7 **Provisions.** No amendment shall make any changes in the qualifications for membership or the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 617, *Florida Statutes*, or with the Declaration or Articles of Incorporation.

12.8 **Regulatory Approval.** Amendments to these Bylaws or the Articles which directly or indirectly impact operation and maintenance of the surface water or stormwater drainage systems or related systems, including, but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after approval by the Suwannee River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District and/or local government jurisdiction under the lawfully adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the surface water or stormwater drainage systems or related systems may be made without authorization of the Suwannee River Water Management District and/or local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within 30 days of approval

13. **PRONOUNS.** Whenever the context permits, the singular shall include the plural and one gender shall include all.

The foregoing were adopted as the Bylaws of the **SAVANNAH STATION OWNER'S ASSOCIATION, INC.,** a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 2006.

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of this 27th day of April, 2006.

Signed, sealed and delivered
in the presence of:

By: _____
ROBERT L. HARTLEY

APPROVED:

George E. Fletcher, Director

Robert L. Hartley, Director

Cheryl Hartley, Director

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Phillip W. Hartley, Director

Stephen G. Hartley, Director

Deborah Diamond, Director

COPY

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Prepared by and return to:
Julie Naim, Esq.
McCarty, Naim, Focks & Keeter, PLLC
2630A NW 41st Street
Gainesville, FL 32606
Telephone: 352-240-1226

_____[Space Above this Line for Recording Data]_____

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAVANNAH STATION

THIS SUPPLEMENTAL DECLARATION is made effective this _____ day of _____, 2018, by LEGACY PROPERTY DEVELOPMENT, INC. a Florida Corporation ("Declarant"), as successor by merger with Savannah Station Joint Venture, a Florida joint venture, having an address of 4510 NW 6th Place, 3rd Floor, Gainesville, FL 32607.

WITNESSETH

WHEREAS, Savannah Station Joint Venture, a Florida joint venture, executed the Master Declaration of Covenants, Conditions and Restrictions for Savannah Station, as recorded in the Official Records Book 3369, Page 1027 of the Official Records of Alachua County, Florida ("Master Declaration");

WHEREAS, Legacy Property Development, Inc. is the successor by merger with Savannah Station Joint Venture and is the current Declarant under the terms of the Master Declaration;

WHEREAS, Article II of the Master Declaration provides that the Declarant may annex additional property to be subject to the Master Declaration;

WHEREAS, Article II, Paragraph 3 of the Master Declaration provides that the Declarant may annex additional property through the filing of a Supplemental Declaration, which Supplemental Declaration shall subject the real property to be annexed to the covenants and restrictions of the Master Declaration and also to additional covenants and restrictions not inconsistent with the Master Declaration;

WHEREAS, Declarant is now developing Phase II of Savannah Station and desires the lots and common areas of Phase II to become subject to the Master Declaration.

NOW THEREFORE, the Declarant hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration and which are defined by the Master Declaration shall have the meanings assigned to them by the Master Declaration.

2. The Declarant hereby declares that the land described on Exhibit A, attached hereto, ("Phase II Annexed Property") is hereby added to the property governed by the Master Declaration and such land and any portion thereof shall be held, transferred, sold, conveyed

and occupied subject to all covenants, restrictions, easements, charges, liens and all other matters contained in the Master Declaration, as may be amended from time to time. Such annexation is being made pursuant to the terms of the Master Declaration for the purpose of annexing additional property to the scheme of the Master Declaration and extending the jurisdiction of the Association to the Additional Property.

3. The Declarant is the owner of the Phase II Annexed Property and no other person or entities may claim an interest therein, with the exception of the mortgage holder, who has executed the Joinder and Consent attached hereto.

4. This Supplemental Declaration shall become effective upon recording in the Public Records of Alachua County, Florida. The Master Declaration remains in full force and effect as of the date first recorded, except as specifically supplemented by this Supplemental Declaration.

IN WITNESS WHEREOF, the Declarant caused this Supplemental Declaration to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:

LEGACY PROPERTY DEVELOPMENT, INC.
A Florida Corporation

_____

Print name: _____

By: _____
Name: George Fletcher
Its: President

_____

Print name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **GEORGE FLETCHER as President of LEGACY PROPERTY DEVELOPMENT, INC. a Florida Corporation,** who is personally known to me or who produced _____ as identification.

[Notary Seal]

_____
Notary Public
Name, Commission Number, and Expiration Date together with affixed Seal.

JOINDER AND CONSENT

_____ (the "Lender"), whose post office address is _____ is the holder and owner of a mortgage executed by Legacy Property Development, Inc. Such mortgage is recorded in the Official Records of Alachua County, Florida in Official Records Book _____, Page _____ (the "Mortgage"). The Mortgage encumbers that certain property which is described in the attached Exhibit A and which has will be Phase II of Savannah Station.

For ten dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Lender, for the benefit of the Lender, hereby joins in, consents to and subordinates the lien of the Mortgage, as it currently exists and as it may be modified, amended and assigned from time to time, to this Supplemental Declaration of Covenants, Conditions and Restrictions for Savannah Station with the intent that the Mortgage shall be subject to and subordinate to this Supplemental Declaration of Covenants, Conditions and Restrictions for Savannah Station and the Master Declaration of Covenants, Conditions and Restrictions for Savannah Station, as recorded in the Official Records Book 3369, Page 1027 of the Official Records of Alachua County, Florida.

_____
By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **_____,** who is personally known to me or who produced _____ as identification.

[Notary Seal]

_____
Notary Public
Name, Commission Number, and Expiration Date together with affixed Seal.

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

Parcel ID	03980-021-000
Prop ID	500975
Location Address	
	ALACHUA, FL 32615
Neighborhood/Area	ALACHUA INDUSTRIAL (233200.60)
Subdivision	
Brief Legal Description*	COM NLY COR OF PILOT FOREST S/D PB J PG 92 N 41 DEG E 1307.62 FT POB N 41 DEG E 1028.43 FT S 48 DEG E 180 FT S 41 DEG W 5 FT S 48 DEG E 110 FT N 41 DEG E 85.19 FT S 145.31 FT E 45.12 FT S 466.49 FT E 380.03 FT S 78 DEG E 51.02 FT E 126.30 FT S 359.37 FT W (Note: *The Description above is not to be used on legal documents.)
Property Use Code	CROPSOIL CLASS2 (05200)
Sec/Twp/Rng	28-08-18
Tax District	ALACHUA (District 1006)
Millage Rate	22.1970
Acreage	15.810
Homestead	N

View Map

Owner Information

FLETCHER DEVELOPMENT LLC
4510 NW 6TH PL 3RD FLOOR
GAINESVILLE, FL 32607

Valuation

	2020 Certified Values
Improvement Value	$0
Land Value	$0
Land Agricultural Value	$6,796
Agricultural (Market) Value	$436,860
Just (Market) Value	**$436,860**
Assessed Value	$6,796
Exempt Value	$0
Taxable Value	$6,796
Maximum Save Our Homes Portability	$0

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

TRIM Notice

2020 TRIM Notice (PDF)

Land Information

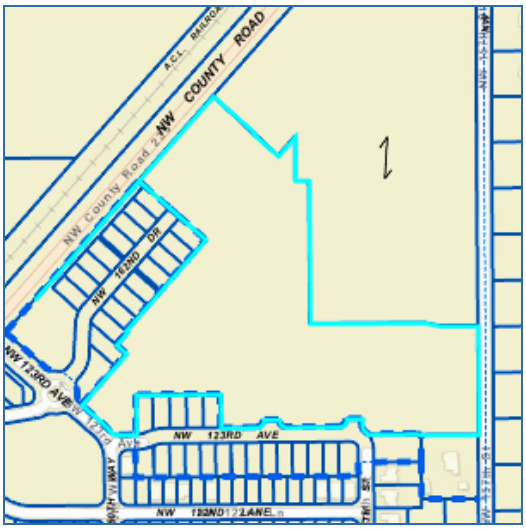
Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
5200	CROPLAND 2	24.27	1057201.2	0	0	PD-R

Sales

Sale Date	Sale Price	Instrument	Book	Page	Qualified	Vacant/Improved	Grantor	Grantee	Link to Official Records
4/19/2019	$606,700	SD	4679	1929	01 - EXAMINATION OF DEED	Vacant			Link (Clerk)

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

Map



No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Sketches, Photos.

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

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Last Data Upload: 4/13/2021, 5:21:00 AM

Version 2.3.116

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

Parcel ID	03980-022-000
Prop ID	502797
Location Address	
	ALACHUA, FL 32615
Neighborhood/Area	ALACHUA INDUSTRIAL (233200.60)
Subdivision	
Brief Legal Description*	COM MOST NLY COR OF SAVANNAH STATION PH I PB 27 PG 41 N 41 DEG 53 MIN 43 SEC E 1028.43 FT POB N 41 DEG 53 MIN 43 SEC E 1284.25 FT S 48 DEG 14 MIN 56 SEC E 8.87 FT S 06 DEG 15 MIN 10 SEC E 37.09 FT S 00 DEG 40 MIN 01 SEC E 526.76 FT S 00 DEG 40 MIN 10 SEC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	CROPSOIL CLASS2 (05200)
Sec/Twp/Rng	28-08-18
Tax District	ALACHUA (District 1006)
Millage Rate	22.1970
Acreage	19.800
Homestead	N

View Map

Owner Information

GLORIA'S WAY LLC
4510 NW 6TH PL -3RD FLOOR
GAINESVILLE, FL 32607

Land Information

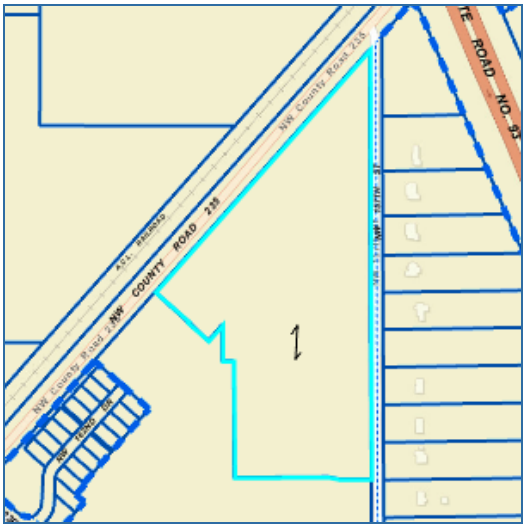
Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
5500	TIMBER 2	19.80	3816291.6	0	0	PD-R

Sales

Sale Date	Sale Price	Instrument	Book	Page	Qualified	Vacant/Improved	Grantor	Grantee	Link to Official Records
10/28/2020	$507,800	SD	4829	0679	01 - EXAMINATION OF DEED	Vacant			Link (Clerk)
11/10/1997	$325,000	SD	2140	1834	U - UNQUALIFIED	Vacant	INTERNATIONAL BUSINESS MACHINE	WACO OF ALABAMA INC	Link (Clerk)
11/10/1997	$652,000	MS	2140	1827	U - UNQUALIFIED	Vacant	INTERNATIONAL BUSINESS MACHINE	INTERNATIONAL BUSINESS MACHINE	Link (Clerk)

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

Map



No data available for the following modules: Valuation, TRIM Notice, Building Information, Sub Area, Extra Features, Permits, Sketches, Photos.

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

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Last Data Upload: 4/13/2021, 5:21:00 AM

Version 2.3.116

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
FLETCHER DEVELOPMENT, LLC

Filing Information

Document Number	L12000156029
FEI/EIN Number	46-1615848
Date Filed	12/13/2012
State	FL
Status	ACTIVE

Principal Address

4510 NW 6TH PLACE, 3RD FLOOR
GAINESVILLE, FL 32607

Mailing Address

4510 NW 6TH PLACE, 3RD FLOOR
GAINESVILLE, FL 32607

Registered Agent Name & Address

FLETCHER, Blake
4510 NW 6TH PLACE, 3RD FLOOR
GAINESVILLE, FL 32607

Name Changed: 04/29/2015

Authorized Person(s) Detail

Name & Address

Title Manager

FLETCHER, GEORGE E
4510 NW 6TH PLACE, 3RD FLOOR
GAINESVILLE, FL 32607

Title Manager

FLETCHER, BLAKE
4510 NW 6TH PLACE, 3RD FLOOR
GAINESVILLE, FL 32607

Annual Reports

Report Year	Filed Date

2019	09/26/2019
2020	06/29/2020
2021	04/01/2021

Document Images

04/01/2021 -- ANNUAL REPORT	View image in PDF format
06/29/2020 -- ANNUAL REPORT	View image in PDF format
09/26/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/27/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
12/13/2012 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations



Detail by Entity Name

Florida Limited Liability Company
GLORIA'S WAY LLC

Filing Information

Document Number	L15000067520
FEI/EIN Number	N/A
Date Filed	04/17/2015
Effective Date	04/16/2015
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	08/05/2015
Event Effective Date	NONE

Principal Address

4510 NW 6TH PLACE, 3RD FLOOR
GAINESVILLE, FL 32607

Changed: 08/05/2015

Mailing Address

4510 NW 6TH PLACE, 3RD FLOOR
GAINESVILLE, FL 32607

Changed: 08/05/2015

Registered Agent Name & Address

FLETCHER, Blake
4510 NW 6TH PLACE 3RD FLOOR
GAINESVILLE, FL 32607

Name Changed: 04/27/2016

Address Changed: 08/05/2015

Authorized Person(s) Detail

Name & Address

Title MGR

FLETCHER, GEORGE E

4510 NW 6TH PLACE, 3RD FLOOR
GAINESVILLE, FL 32607

Annual Reports

Report Year	Filed Date
2019	04/04/2019
2020	06/30/2020
2021	04/01/2021

Document Images

04/01/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/04/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
04/27/2016 -- ANNUAL REPORT	View image in PDF format
08/05/2015 -- LC Amendment and Name Change	View image in PDF format
04/17/2015 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2020 PAID REAL ESTATE

500975

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD		MILLAGE CODE
03980 021 000		APPLICABLE VALUES AND EXEMPTIONS BELOW	1700

UNASSIGNED LOCATION RE

FLETCHER DEVELOPMENT LLC
4510 NW 6TH PL 3RD FLOOR
GAINESVILLE, FL 32607

COM NLY COR OF PILOT FOREST S/D PB J
PG 92 N 41 DEG E
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	7.8935	6,796	0	6,796	53.64
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.1289	6,796	0	6,796	7.67
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP35 PROJECT (S01)	1.5000	6,796	0	6,796	10.19
SCHL DISCRNRY & CN (S01)	0.7480	6,796	0	6,796	5.08
SCHL GENERAL	3.6670	6,796	0	6,796	24.92
SCHOOL VOTED (S01)	1.0000	6,796	0	6,796	6.80
SUWANNEE RIVER WATER MGT DIST	0.3696	6,796	0	6,796	2.51
17 CITY OF ALACHUA	5.3900	6,796	0	6,796	36.63
CHILDREN'S TRUST	0.5000	6,796	0	6,796	3.40

TOTAL MILLAGE	22.1970	AD VALOREM TAXES	$150.84

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

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS $0.00

PAY ONLY ONE AMOUNT.

COMBINED TAXES AND ASSESSMENTS $150.84

If Paid By	Nov 30, 2020				
Please Pay	$0.00				

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

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2020 PAID REAL ESTATE

500975

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • 12 SE 1st ST, GAINESVILLE, FL 32601

ACCOUNT NUMBER	SITUS	MESSAGE
03980 021 000	UNASSIGNED LOCATION RE	

FLETCHER DEVELOPMENT LLC
4510 NW 6TH PL 3RD FLOOR
GAINESVILLE, FL 32607

IF PAID BY	PLEASE PAY
☐ Nov 30, 2020	$0.00
☐	
☐	
☐	
☐	

Receipt # 20-0015313 $144.81 Paid 11/13/2020

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

July 7, 2021

Blake Fletcher
Fletcher Development, LLC
4510 NW 6th Place, 3rd Floor
Gainesville, FL 32607

SUBJECT: Permit Number ERP-001-210481-3
Savannah Station Phase 2B-1, 2B-2, and 2C

Dear Blake Fletcher:

Enclosed is your ERP Individual Permit issued by the Suwannee River Water Management District on July 06, 2021. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at https://permitting.sjrwmd.com/srepermitting/jsp/start.jsp. Click to sign-in to your existing account or to create a new account. Select the "Apply/Submit" tab, select "Submit Compliance Data", enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select "the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Resource Management Division at (386) 362-1001.

Compliance with Other Permitting Programs:
This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

The Suwannee River Water Management District did not issue a National Pollutant Discharge Elimination System (NPDES) permit for this project. If this project meets the thresholds such that a NPDES permit is required, you must apply to the Florida Department of Environmental Protection directly. More information about NPDES permits may be found online at

https://floridadep.gov/water/stormwater. **Failure to obtain a NPDES permit prior to construction could subject you to enforcement action by that agency.**

For projects which involve wetlands or surface waters, the Suwannee River Water Management District did not issue a federal authorization for use or impacts to wetlands under federal jurisdiction, this project. Therefore, you must apply directly to the US Army Corps of Engineers (USACE). More information about USACE permitting may be found online at https://www.saj.usace.army.mil/. **Failure to obtain USACE authorization prior to construction could subject you to federal enforcement action by that agency.**

Transferring Your Permit:

Your permit requires you to notify the District in writing within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit".

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact us at (386) 362-1001.

Sincerely,

Hugh Thomas
Executive Director

Enclosures: Permit

cc: District Permit File

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

ERP Individual Permit

PERMITTEE:
Blake Fletcher
Fletcher Development, LLC
4510 NW 6th Place, 3rd Floor
Gainesville, FL 32607

PERMIT NUMBER: ERP-001-210481-3
DATE ISSUED: July 06, 2021
DATE EXPIRES: July 06, 2026
COUNTY: Alachua
TRS: S21 T8S R18E, S28 T8S R18E

PROJECT: Savannah Station Phase 2B-1, 2B-2, and 2C

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:

Blake Fletcher
Savannah Station HOA
4510 NW 6th Place, 3rd Floor
Gainesville, FL 32607

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 construction and operation of a new stormwater management system serving an additional 4.14 acres of impervious surfaces on a total project area of 20.6 acres. This major modification authorizes the construction of 15.76 acres of additional impervious surfaces on a total project area of 24.83 acres and the construction, operation, and maintenance of an additional stormwater management system serving a total of 22.35 acres of impervious surface area. The project shall be constructed in a manner consistent with the application package, plans, and calculations certified by Daniel Young, P.E., of CHW, on or before July 2, 2021.

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

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

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in paragraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or

    b. For all other activities — “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].

    c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

    a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

    b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

    a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;

    b. Convey to the permittee or create in the permittee any interest in real property;

    c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

    d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S. Written authorization that requires formal execution by the

Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the

permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with section 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

20. Operation and maintenance of the surfacewater management system shall be the responsibility of the permittee until such time as those responsibilities are transferred to the approved association. Prior to the association assuming operation and maintenance responsibilities, permittee shall request transfer to operation and maintenance entity.

21. Prior to a dedication or transfer of all or any part of the common properties which is directly or indirectly related to the surfacewater management system, the dedication or approval of the transfer must be authorized by the District through modification of any and all permits or authorizations issued by the District. Such modifications shall be made under the lawfully adopted rules of the District in effect at the time of application for modification.

22. Permittee shall submit to the District within 30 days of issuance of permit, proof that the Articles of Incorporation have been filed with the Secretary of State and that the corporation is in good standing.

23. Permittee shall submit to the District within 30 days of issuance of permit, proof that all surfacewater management systems are located on the common areas and that the common areas are owned or controlled by the homeowner's association.

24. Prior to the sale of any lot or parcel, the permittee must record Declarations of Covenants and Restrictions which include a restriction on the real property pursuant to section 704.06, F.S.; prohibiting all construction including clearing, dredging, or filling, except that which is specifically authorized by Environmental Resource permit, within the conservation areas delineated on the final plans and/or mitigation proposal approved by the District.

25. Prior to the Permittee seeking to transfer the operation and maintenance to a Homeowner's Association, the Permittee must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Homeowner's Association commenced and the Permittee shall demonstrate to the Suwannee River Water Management District's satisfaction that the Homeowner's Association is an active, ongoing concern which the Permittee shall establish by submitting copies of all minutes

of meetings of members of the Association, the board of directors, copies of all operation and maintenance expenses incurred and documentation showing that all assessments that were levied have been collected and such other documentation as the Suwannee River Water Management District may reasonably deem necessary to establish that the Homeowner's Association is an active, functioning and ongoing concern.

26. The permittee shall include the minimum finished floor elevation for each lot, drainage easements, the location of all 100-year flood areas and the locations of wetlands, wetland buffers and wetland monuments on the final subdivision plat. The permittee shall submit a copy of the final, approved plat to the District following recordation.

27. There shall be no work located within drainage features, natural depressions, flood zones, wetlands, or wetland buffers. Dredging, digging ponds, filling, construction of structures, ditching or rerouting water in these areas shall require prior authorization by the District.

28. The stormwater system shall be completely constructed and functioning according to permitted plans prior to any construction on individual lots.

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

AUTHORIZED BY: Suwannee River Water Management District

By: 

Hugh Thomas
Executive Director

NOTICE OF RIGHTS

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

2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the pe1mit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, F.A.C., the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, F.A.C.

3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), F.S., where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, F.A.C.

4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), F.S., where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, F.A.C.

5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.

6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, F.A.C.

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, F.A.C.

8. Pursuant to Section 120.68, F.S., a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 3 73, F. S., may seek review of the order pursuant to Section 373.114, F.S., by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental

Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.

10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent to:

Blake Fletcher
Fletcher Development, LLC
4510 NW 6th Place, 3rd Floor
Gainesville, FL 32607
352-224-6400

This July 07, 2021



_____
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-001-210481-3

NOTICING INFORMATION

Dear Permittee:

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

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

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

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

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

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

Tilda Musgrove

Tilda Musgrove
Business Resource Specialist
Resource Management

NOTICE OF AGENCY ACTION TAKEN BY THE
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:
(Name and address of applicant)_____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.
A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40BB-1.1010, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the Resource Management Business Resource Specialist at District Headquarters, 9225 CR 49, Live Oak FL 32060 or by e-mail to tjm@srwmd.org, within twenty-one (21) days of newspaper publication of the notice of intended District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., is not available.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Live Oak, FL during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the next regular District business day.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40B-1.1010, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, you may request the Notice of Rights for this permit by contacting the Business Resource Specialist in the Division of Resource Management (RM), 9225 CR 49, Live Oak, FL 32060, or by phone at 386.362.1001.

NEWSPAPER ADVERTISING

ALACHUA
Gainesville Sun Legal Advertising
PO Box 14747
Gainesville, FL 32614
352.372.4222

BRADFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

COLUMBIA
Lake City Reporter
180 E Duval Street
Lake City, FL 32055
386.754.0401

DIXIE
Dixie County Advocate
174 County Road 351
Cross City, FL 32628
352.498.3312

GILCHRIST
Gilchrist County Journal
207 N Main St
Trenton, FL 32693
352.463.7135

HAMILTON
Jasper News
521 Demorest Street SE
Live Oak, FL 32064
386.362.1734

JEFFERSON
Monticello News
PO Drawer 772
Madison, FL 32344
850.997.3568

LAFAYETTE
Mayo Free Press
521 Demorest Street SE
Live Oak, FL 32064
386.362.1734

LEVY
Levy County Journal
PO Box 159
Bronson, FL 32621
352.486.2312

MADISON
Madison Carrier
PO Drawer 772
Madison, FL 32344
850.973.4141

SUWANNEE
Suwannee Democrat
521 Demorest Street SE
Live Oak, FL 32064
386.364.1734

TAYLOR
Taco Times
PO Box 888
Perry, FL 32348
850.584.5513

UNION
Union County Times
125 E Main Street
Lake Butler, FL 32054
386.496.2261

NORMANDEAU ASSOCIATES
ENVIRONMENTAL CONSULTANTS

March 19, 2019

Fletcher Development
4510 NW 6th Place, 3rd Floor
Gainesville, FL 32607

Re: 100% Gopher Tortoise Survey for Fletcher Development Savannah Station Phase 2, Parcels 3980-002-001 and 3905-002-000 (±45 acres), Alachua County, Florida
Normandeau Project Number 24306.000

Dear Mrs. George:

Normandeau and Associates, Inc. completed a 100% Gopher Tortoise survey for the Savannah Station Phase 2 project parcels 3980-002-001 and 3905-002-000 (±45 acres), in Alachua County, Florida. The survey was performed on Thursday and Friday, March 14 and 15, 2019. The survey was conducted following survey protocols set forth in the Gopher Tortoise Permitting Guidelines (FWC 2017[1]) and was led by Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise (*Gopherus polyphemus*) Agent Martin Costello (Permit# GTA-11-00003G). Weather was sunny with some clouds, a slight breeze, and temperatures in the 80s.

In total, 14 potentially occupied Gopher Tortoise burrows and 32 abandoned Gopher Tortoise burrows were found (Figure 1; Table 1; Photo 1). In addition to the Gopher Tortoise burrows, evidence of armadillo activity and burrowing were observed across the site (105 armadillo burrows). Gopher Tortoise burrows were observed in the open habitats associated with the old field in the southern portion of the project area (Photos 1, 2, and 3). No Gopher Tortoise burrows were observed in the borrow pit or forested northern portions of the project area (Photo 4).

Gopher Tortoises are protected by state law, Chapter 68A-27.003, Florida Administrative Code (FAC). Use or development of the property must comply with the provisions of Chapter 68A-27.0012, FAC, regarding the conservation and management of the Gopher Tortoises found on the property. Current regulations require compliance with FWC's Gopher Tortoise Management Plan (September 2012)[2] and provide different options for addressing Gopher Tortoise management. These include onsite avoidance in project design and permitted relocation of tortoises, either on site or to an offsite location with mitigation fees used for habitat land acquisition and management. Specific approach and strategies will have to be defined through coordination and permitting with FWC. Gopher Tortoise excavation and relocations must be performed by a FWC Authorized Gopher Tortoise Agent.

1 Florida Fish and Wildlife Conservation Commission (FWC). 2017. Gopher tortoise permitting guidelines. Originally published in 2008 and revised in 2017. Tallahassee, Florida.

2 Florida Fish and Wildlife Conservation Commission (FWC). 2012. Gopher tortoise management plan. Tallahassee, Florida.

Table 1. 100% Survey Burrow Summary.

Burrow	Status	Activity	Class	Latitude	Longitude
1	Potentially Occupied	Inactive	Adult	29.76834151	-82.51329446
11	Potentially Occupied	Inactive	Adult	29.76879512	-82.51224735
14	Potentially Occupied	Inactive	Adult	29.77060801	-82.51261052
24	Potentially Occupied	Inactive	Adult	29.7695274	-82.51167424
25	Potentially Occupied	Inactive	Juvenile	29.76951867	-82.51166385
26	Potentially Occupied	Active	Adult	29.76947612	-82.51192069
28	Potentially Occupied	Inactive	Adult	29.76986267	-82.51178219
29	Potentially Occupied	Active	Adult	29.76985973	-82.51133813
35	Potentially Occupied	Inactive	Adult	29.7698324	-82.5103313
36	Potentially Occupied	Inactive	Adult	29.76916484	-82.51031008
37	Potentially Occupied	Inactive	Adult	29.76944401	-82.51024069
38	Potentially Occupied	Inactive	Adult	29.7702929	-82.51041985
42	Potentially Occupied	Active	Adult	29.77027656	-82.51112257
44	Potentially Occupied	Inactive	Adult	29.77041845	-82.51107324
2	Abandoned	Abandoned	Adult	29.76810773	-82.5117273
3	Abandoned	Abandoned	Adult	29.76832012	-82.5116883
4	Abandoned	Abandoned	Juvenile	29.7683469	-82.51160119
5	Abandoned	Abandoned	Adult	29.76803812	-82.51148802
6	Abandoned	Abandoned	Adult	29.76857117	-82.51095591
7	Abandoned	Abandoned	Adult	29.76854179	-82.51118685
8	Abandoned	Abandoned	Adult	29.76868223	-82.5115453
9	Abandoned	Abandoned	Adult	29.76858451	-82.51153685
10	Abandoned	Abandoned	Adult	29.76865273	-82.51211874
12	Abandoned	Abandoned	Adult	29.76967913	-82.5140383
13	Abandoned	Abandoned	Adult	29.77062584	-82.51295796
15	Abandoned	Abandoned	Adult	29.77023034	-82.5124673
16	Abandoned	Abandoned	Adult	29.76884556	-82.51181652
17	Abandoned	Abandoned	Adult	29.76892362	-82.51130402
18	Abandoned	Abandoned	Adult	29.76874195	-82.51058019
19	Abandoned	Abandoned	Adult	29.76905867	-82.51052574
20	Abandoned	Abandoned	Adult	29.76925795	-82.51081513
21	Abandoned	Abandoned	Adult	29.76924229	-82.51074013
22	Abandoned	Abandoned	Adult	29.7694424	-82.51093613
23	Abandoned	Abandoned	Adult	29.76939101	-82.51099935
27	Abandoned	Abandoned	Adult	29.77006873	-82.51180891
30	Abandoned	Abandoned	Adult	29.76975067	-82.51115635
31	Abandoned	Abandoned	Adult	29.76977451	-82.51095213
32	Abandoned	Abandoned	Adult	29.76976623	-82.51065935

Burrow	Status	Activity	Class	Latitude	Longitude
33	Abandoned	Abandoned	Adult	29.76973384	-82.51064846
34	Abandoned	Abandoned	Adult	29.76974729	-82.51054152
39	Abandoned	Abandoned	Adult	29.77035845	-82.51041952
40	Abandoned	Abandoned	Adult	29.77046328	-82.51038046
41	Abandoned	Abandoned	Adult	29.77052884	-82.51061807
43	Abandoned	Abandoned	Adult	29.77037134	-82.51112019
45	Abandoned	Abandoned	Adult	29.77043134	-82.5110373
46	Abandoned	Abandoned	Adult	29.77023567	-82.51195163

Please let me know if you have any questions or concerns.

Sincerely,



Martin Costello
Biologist | FWC Authorized Gopher Tortoise Agent

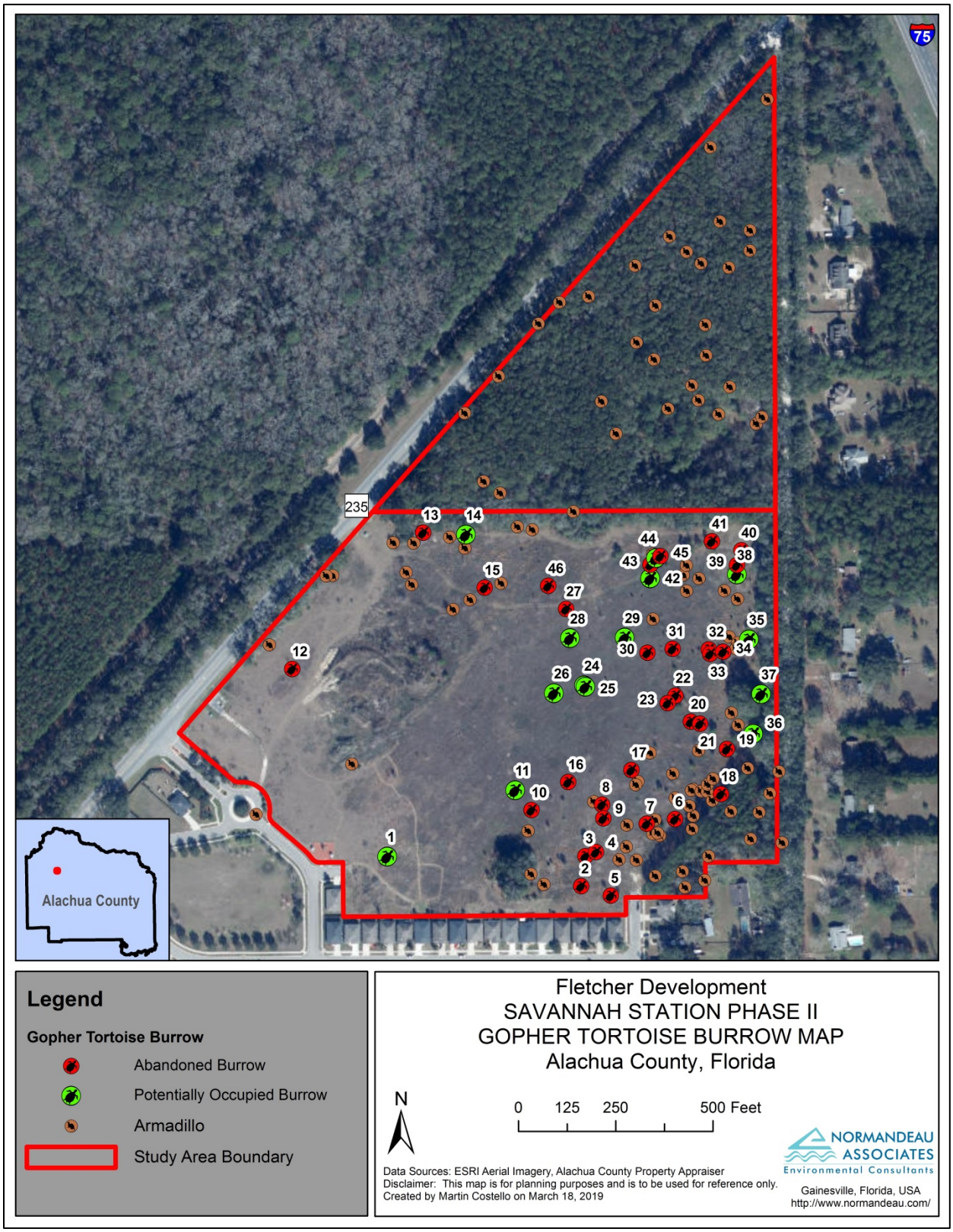


Figure 1. 100% Gopher Tortoise survey boundary and results.



Photo 1. A potentially occupied, active adult tortoise burrow observed onsite (burrow 29).



Photo 2. A potentially occupied, active juvenile tortoise burrow observed onsite (burrow 42).



Photo 3. Old field (recently mowed) associated with the southern portion of the project (primarily parcel 03980-002-001).



Photo 4. Successional hammock habitat found on the northern portion of the project (primarily parcel 03905-002-000).

NORMANDEAU ASSOCIATES
ENVIRONMENTAL CONSULTANTS

November 11, 2019

Fletcher Development
4510 NW 6th Place, 3rd Floor
Gainesville, FL 32607

Re: Gopher Tortoise Relocation for Fletcher Development Savannah Station Phase 2, Parcels 3980-002-001 and 3905-002-000 (±45 acres), Alachua County, Florida
Normandeau Project Numbers 24306.001, Task 002 & 24306.002, Task 002

Dear Mr. Fletcher:

On October 15, 16, and 17, 2019, Normandeau Associates, Inc., performed a 100% Gopher Tortoise survey of the proposed Savannah Station phased development. In total, 20 potentially occupied Gopher Tortoise burrows and 40 abandoned Gopher Tortoise burrows were found (Figure 1; Table 1). In addition to the Gopher Tortoise burrows, evidence of armadillo activity and burrowing were observed across the site (>200 armadillo burrows).

Table 1. Potentially Occupied Burrows Observed On Site

Burrow	Status	Activity	Class	Latitude	Longitude
9	Potentially Occupied	Active	Subadult	29.76917345	-82.51045324
10	Potentially Occupied	Inactive	Adult	29.76916023	-82.51036535
11	Potentially Occupied	Inactive	Adult	29.76893984	-82.51053941
12	Potentially Occupied	Inactive	Adult	29.76885912	-82.5112393
15	Potentially Occupied	Active	Adult	29.76893651	-82.51243169
16	Potentially Occupied	Inactive	Adult	29.7689279	-82.51326196
27	Potentially Occupied	Inactive	Adult	29.7687784	-82.51224446
28	Potentially Occupied	Inactive	Adult	29.76853323	-82.51324057
31	Potentially Occupied	Inactive	Adult	29.76836873	-82.51142263
34	Potentially Occupied	Active	Adult	29.7683339	-82.51328646
35	Potentially Occupied	Inactive	Adult	29.76811562	-82.51171802
37	Potentially Occupied	Active	Subadult	29.76818479	-82.51152907
39	Potentially Occupied	Active	Adult	29.76944262	-82.5109288
41	Potentially Occupied	Active	Adult	29.76948078	-82.51190785
43	Potentially Occupied	inactive	Adult	29.76974256	-82.51065585
44	Potentially Occupied	inactive	Subadult	29.76977228	-82.51063646
46	Potentially Occupied	Active	Adult	29.76986778	-82.51133546
47	Potentially Occupied	Inactive	Adult	29.76985295	-82.51179991
49	Potentially Occupied	Inactive	Adult	29.77029251	-82.51112102
55	Potentially Occupied	Inactive	Adult	29.77030606	-82.51042474

Note: Only potentially occupied burrows are listed in this table. Abandoned burrows do not require permitting or excavation.

On Monday and Tuesday, November 4 and 5, 2019, a Normandeau FWC Authorized Gopher Tortoise Agent (GTA-11-00003G) supervised the backhoe excavation of all twenty potentially occupied Gopher Tortoise burrows identified in the 100% survey effort. Efforts were completed under FWC conservation permit GTC-19-00307A (Appendix A) following approved extraction methodology. All potentially occupied burrows were excavated to their terminus. In total, three Gopher Tortoise were captured and transported to the long-term protected recipient site Apalachicola National Forest Research and Restoration Site/Site 2–West Munson (Table 2; Photos 1, 2, & 3). The majority of burrows were inactive, likely due to the overgrown, marginal Gopher Tortoise habitat on site. Many of the burrows were obstructed or partially blocked mid-length by armadillo nests. All excavations were back-filled to grade.

Table 2. Translocated Gopher Tortoises

Excavated Burrow #	Recipient Site ID	Date Captured	Date Released	Size (mm)	Weight (g)	Class	Sex*	Health
9	2243	11-04-19	11-05-19	122	368	Juvenile	-	Healthy
37	2244	11-04-19	11-05-19	111	252	Juvenile	-	Healthy
46	2245	11-05-19	11-05-19	275	4200	Adult	Male	Healthy

**Visually unable to discern juvenile sex*

Per permit condition, the executed conservation permit must be clearly posted on site during all development activities. FWC-recommended silt-fence barriers should be installed and maintained around the footprint of development to prevent tortoises on adjacent lands from entering the development footprint during construction activities. Should a new burrow or Gopher Tortoise be observed during construction activities, all development activities should be stopped and Normandeau contacted to coordinate next steps. Once development activities have been completed, Normandeau should be contacted to close out the permit.

Please let us know if you have any questions or concerns.

Sincerely,

Martin Costello

Biologist | FWC Authorized Gopher Tortoise Agent

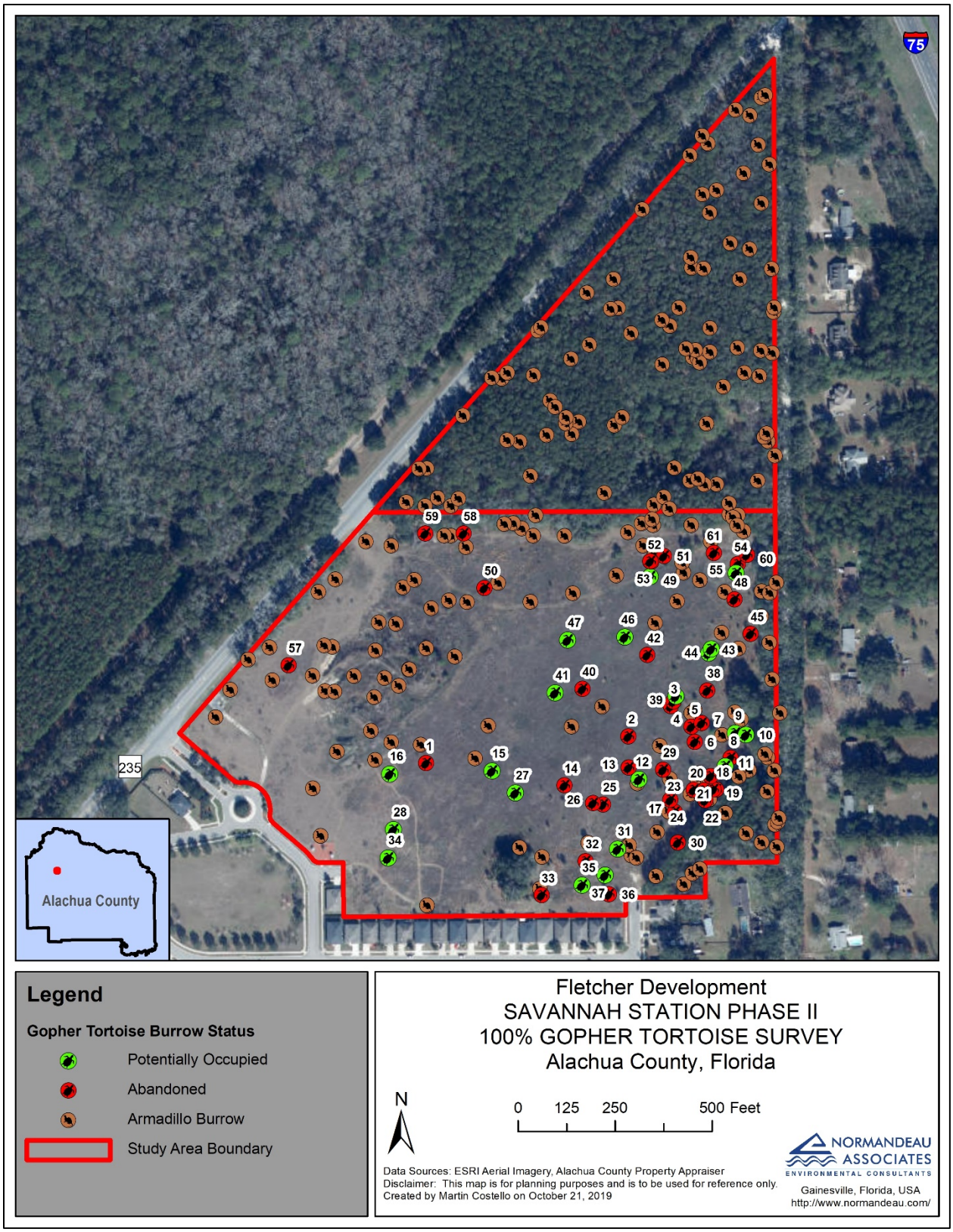


Figure 1. Burrow Map

PHOTOGRAPHS



Photo 1. Excavation of potentially occupied burrow #46.



Photo 2. Adult tortoise captured, transported and released from burrow #46



Photo 3. One of two sub-adult/juvenile tortoise captured, transported and released.

APPENDIX A

Gopher Tortoise Conservation

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name:	Fletcher Development, LLC.	Permit Number:	GTC-19-00307**A**
Permittee Address:	4510 NW 6TH PLACE 3RD FLOOR GAINESVILLE, FLORIDA 32607 UNITED STATES	Effective Date: Expiration Date:	**October 29, 2019** August 29, 2020

Agent Name:	Martin Costello
Agent Address:	Normandeau Associates, Inc. formerly Pandion Systems 4581 NW 6th Street Suite A GAINESVILLE, FLORIDA 32609 UNITED STATES

IS AUTHORIZED TO:

Capture and relocate all gopher tortoise (*Gopherus polyphemus*) hatchlings less than or equal to 60 mm carapace length (CL), and up to **12 (an additional 3)** gopher tortoises greater than 60 mm CL by non-harmful means and to molest, damage or destroy gopher tortoise burrows while conducting these activities, subject to the following conditions and provisions, in association with development activities at the following site.

Authorized Capture Methods:

1. Capture gopher tortoises using bucket traps
2. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
3. Transport, marking and release of gopher tortoises
4. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

AUTHORIZED LOCATION(S): 43.7-acre Savannah Station Phase 2 project site (T8S,R18E,S21 & 28; Latitude 29° 46' 12.86" N Longitude 82° 30' 47.04" W), in Alachua County, relocated to the 2,230.45-acre Apalachicola National Forest -West Munson research recipient site (T1S,R1E,S31; T1S,R1W,S36; T2S,R1W,S1 & 2; T2S,R2E,S6; with Latitude 30°20'49.81"N and Longitude 84°16'57.08"W), in Leon Co., that is authorized to receive gopher tortoises under permits GTR-10-00001A and LSSC-10-00040A.

Permittee Signature: _____ Date: 10/31/19

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Deborah Burr Authorized for: Eric Sutton, Executive Director

Authorizing Signature: _____ Date: 10/29/2019

Species Conservation Planning Section

Is Authorized To (Continued)

This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27 Florida Administrative Code (F.A.C.), and the Florida Fish and Wildlife Conservation Commission's (hereafter, "FWC") Gopher Tortoise Permitting Guidelines (April 2008 - revised January 2017) [hereafter, "Permitting Guidelines"], and the following provisions/conditions.

2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **10/28/2019 application**, the assurances of which are herein incorporated by reference.

3 During colder months, tortoises shall only be captured and relocated when the low temperature at the recipient site is forecasted by the National Weather Service (www.weather.gov) to be above 50° F for three consecutive days [72 hours] after release (including the day of relocation). This three-day window of milder temperatures is required to allow the relocated tortoises to settle into the recipient site and reduce the chance of cold-related stress or mortality. If capturing tortoises using bucket traps, the Permittee shall cover all traps on days forecasted to be below 50° F. The 28 consecutive day trapping period must restart at day 1 when a trap is closed for any reason.

4 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not be relocated off-site to the authorized recipient site. At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility for treatment and subsequent relocation of recovered, non-symptomatic gopher tortoises along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by a licensed veterinarian when disease is advanced.

5 Gopher tortoise capture and relocation activities may be conducted only if written local government approvals have been obtained for land clearing, grading, or construction activities and provided to the Gopher Tortoise Program Coordinator (via the FWC online permit system or via email to GTPermits@MyFWC.com) prior to commencing relocation activities.

6 This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, F.A.C. and Chapter 120, Florida Statutes. It is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities.

7 The activities authorized under this Permit must be carried out by the Authorized Gopher Tortoise Agent ("Authorized Agent") designated on this permit, or under the direct supervision and responsibility of that Authorized Agent. The Permittee and Authorized Agent shall be as fully responsible for any such activities to the same extent as if they had themselves carried out those activities under this Permit.

8 A gopher tortoise burrow survey covering 100% of the gopher tortoise habitat within the donor site must be conducted by the Authorized Agent and a burrow location map depicting the survey results shall be submitted to the FWC (via the FWC online permit system or via email to GTPermits@MyFWC.com) no more than 90 days and no fewer than 72 hours (excluding weekends and holidays) prior to commencing any gopher tortoise capture and relocation activities. Site preparation or development activities that disturb the vegetation or the ground which prevent the FWC from checking the accuracy of 100% gopher tortoise burrow surveys shall not be conducted until all gopher tortoises have been relocated from the project site, and at least 72 hours (excluding weekends and holidays) after the 100% burrow survey results and burrow location map have been received by FWC. If construction does not begin within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new 100% gopher tortoise burrow survey must be completed to ensure that additional gopher tortoises have not moved onto the site.

9 The Permittee shall notify the Gopher Tortoise Program Coordinator by uploading the notice to the FWC online permit system, by email at GTPermits@MyFWC.com, or by phone at (850)921-1031 at least 24 hours (excluding weekends and holidays) before initiating the tortoise relocation effort.

10 Either this original permit, or a complete copy, must be clearly posted at the affected site at all times while engaged in the permitted tortoises relocation activities, and should remain posted until construction activities are completed.

11 Any gopher tortoise mortality or injury that occurs while conducting activities authorized under this permit shall be reported to the Gopher Tortoise Program Coordinator (by phone at 850-921-1031 or by email to

GTPermits@MyFWC.com) within 48 hours of the occurrence. An injured gopher tortoise shall be promptly taken to either a licensed wildlife rehabilitation facility or a licensed veterinarian for evaluation and treatment. Contact information for the facility or veterinarian shall be included with the information reported.

12 The Permittee, by signing this permit, specifically agrees to allow authorized FWC personnel, upon presentation of credentials as may be required by law, access to the donor and recipient sites, at reasonable times, for the purpose of inspecting the capture/relocation activities authorized under this permit.

13 The Permittee shall submit a report detailing the capture and relocation activities via the FWC online permit system within 30 days of the release of the captured/relocated tortoises. An after action report checklist is attached for use in that regard. Any request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.

14 Nonnative wildlife that are members of the families Pythonidae, Boidae, Varanidae, Iguanidae and Teiidae captured during gopher tortoise relocation activities shall be euthanized in accordance with the requirements of the Permitting Guidelines. Authorized Agents are authorized to transport conditional species for purposes of euthanasia in accordance with the transport requirements in the Permitting Guidelines. All other non-native wildlife captured should be humanely euthanized or allowed to escape on-site. Sightings of Burmese python, Argentine tegu, or other nonnative wildlife species should be reported to the FWC within 48 hours by either calling the toll-free number 1-888-IVEGOT1 (1-888-483-4681) or online at www.IveGot1.org.

15 Gopher tortoise commensals listed in 68A-27 F.A.C. as State-designated threatened species and encountered in the gopher tortoise capture operation should either be released on-site or allowed to escape unharmed, or be donated to an educational or research facility that possesses the appropriate FWC scientific collecting/educational use permit and is authorized to receive additional specimens of the captured species. Non-listed native commensals should either be allowed to escape unharmed or released on-site. Refer to Appendix 9 of the Permitting Guidelines for additional information on gopher tortoise commensals. If you have questions regarding handling/releasing gopher tortoise commensals encountered during capture operations, contact the Gopher Tortoise Program Coordinator's office by calling 850-921-1031.

16 This permit does not authorize the take of Federally-designated Endangered and Threatened species. Only individuals who are in possession of a valid permit or authorization issued by the United States Fish and Wildlife Service (USFWS) to capture or possess an eastern indigo snake or other Federally-designated Endangered and Threatened species may physically handle those species. If individuals without a USFWS permit or authorization encounter an eastern indigo snake during attempts to capture gopher tortoises or during subsequent land alteration or development activities within the property, all movement of heavy equipment and land alteration or development activities within the vicinity of the snake shall cease to allow the snake to vacate the area. No movement of heavy equipment, or land alteration or development activities within the vicinity of the snake shall resume until the snake has vacated the work area.

17 This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

SUBDIVIDERS AGREEMENT
FOR
SAVANNAH STATION PHASE 2B

THIS SUBDIVIDERS AGREEMENT for Savannah Station Phase 2B (the "Agreement") is made this ___ day of _____, 2021.

BETWEEN

DEVELOPERS/OWNERS: FLETCHER DEVELOPMENT, LLC and Gloria's Way LLC

Whose address is:
4510 NW 6th Place
3rd Floor
Gainesville, FL 32607

Whose address is:
4510 NW 6th Place
3rd Floor
Gainesville, FL 32607

AND

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

RECITALS:

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

WHEREAS, the Property or Land which is described in the Plat for Savannah Station Phase 2B is owned by either Fletcher Development, LLC, a Florida Limited Liability or Gloria's Way LLC, a Florida Limited Liability Company and both of these Florida limited liability companies have the same address to wit: 4510 NW 6th Place 3rd Floor, Gainesville, Florida 32607;

WHEREAS, for ease of reference in this Agreement, the developer of the Property or Land described in the Plat described above will be referred to as "Developer" which shall refer to and be binding upon both Fletcher Development, LLC and Gloria's Way LLC and the terms and conditions incumbent upon the Developer shall be binding on both Fletcher Development, LLC and Gloria's Way.

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

WHEREAS, the Developer acknowledges that this Agreement is a valid exercise of the City's police powers and it is authorized by, among other things, Article VIII, Section 2(b) of the

Florida Constitution, Section 163.3161, *et. seq.,* Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

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

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

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

1. **Recitals:** The above recitals are true and correct and are incorporated as material terms of this Agreement by reference.

2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.

3. **Construction:** The Developer shall construct, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the Construction Plans prepared by the Developer's design engineer (the "Plans"), which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs (the "Improvements"). Developer agrees to proceed with the construction of the Improvements for the Project, with the exception of the sidewalks depicted on the Construction Plans which abut or are immediately adjacent to a residential house lot depicted on the Plat (herein referred as "House Sidewalk" or "House Sidewalks"), in a diligent manner and Developer shall complete these Improvements on or before May 15, 2023.

4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer.

5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It is the Developer's sole responsibility to comply with these fire flow standards. Nothing in this Agreement, in the Plans, or the Certificate of Concurrency Compliance for the Project, attached hereto as Exhibit "C" in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.

6. **Conveyance:** The conveyance by the Developer to the City of all of the required public utility infrastructure improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks, and easements as reflected on the Plat which will be recorded for the Project (the "Improvements")] shall be conveyed to the City, however, the Improvements shall not be accepted by the City until the Improvements have been completed, approved by the City, a one-year warranty period as described below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements.

7. **Compliance:** The Developer warrants that it will construct all of the Improvements in accordance with the approved Plans and Plat for the Project, City's LDRs, and all applicable regulations, ordinances, laws, and rules.

8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within one (1) business day of the recording of the Plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat. The Developer shall pay all costs associated with the recording of this Agreement. The failure to record the Plat within 45 days of its approval by the Commission shall render the Plat null and void.

9. **Surety Devices:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, as follows:

    a. Upon the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide an irrevocable letter of credit which shall have an expiration date of July 13, 2023 to the City in the amount of $2,067,203.81 (120% of the $1,722,669.84 construction costs as set forth in the Certification in attached Exhibit "D") as the surety instrument and guarantee of the satisfactory construction of all of the Improvements required for the Project in accordance with this Agreement.
    b. Upon Developer's timely completion of the Improvements and the City's approval (but not acceptance) of these Improvement, and the Developer providing an acceptable irrevocable letter of credit to the City for 10 percent of the certified value of the Improvements as the maintenance surety (approximately $172,266.84 as set forth in the Certification in attached Exhibit "D"), the City will return the original $2,067,203.81 irrevocable Letter of Credit to the Developer, less any drawdowns requested by the City for the completion of any Improvements.

10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, the Developer may commence construction of the Improvements. Construction shall be completed on or before May 15, 2023 (with the exception of House Sidewalks – see paragraph 15 below). During

the construction period, the Project's Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:

a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
d. Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
e. Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
f. Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement.

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

Upon completion of the Improvements, the Developer shall have the Project's Engineer of Record or the Professional Engineer performing the inspection services conduct a final inspection and compile a final punch list. Upon the Project's Engineer of Record or the Professional Engineer performing the inspection services providing a final report to the Developer and the City indicating that all of the deficiencies noted in any inspection report and on the final punch list have been completed and the Improvements are in working order and in accordance with the Plans and LDRs, the LDR Administrator or designee shall thereafter perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within 60 days of receipt of the final report. Upon completion of any and all repairs and a certification by the Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this Section that the Improvements

have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Project's Engineer of Record or the Professional Engineer performing the inspection services shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide an irrevocable letter of credit of 10% of the certified cost of construction as the one-year maintenance surety to the City as set forth in Paragraphs 9.b. above and 12 below.

11. **No Final Inspections or Occupancy**: In the event the Developer conveys any interest, legal or equitable, to any property in the Project, notice hereby given to the Developer given that the City shall not conduct a final inspection on any house nor will the City provide permanent City utility services until the Improvements required in this Agreement have been completed and approved in accordance with this Agreement. The Developer is responsible for the repair of any infrastructure damaged as a result of the construction of any single-family homes. Developer agrees that there is no reasonable business backed expectation that any purchasers of lots or houses will be able to occupy or inhabit houses in the Project until this approval has occurred.

12. **Warranty Period:** The Developer warrants all Improvements for the Project for a period of one year from the City's approval, other than routine maintenance. Should the City, in the City's sole discretion, deem repairs are needed to the Improvements, the City shall provide notice to the Developer and the repairs shall be made within thirty (30) days of written notice. In the event the Project's Engineer of Record determines that a requested repair will take more than thirty days to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one-year warranty period. The warranty period shall be extended until the completion of all requested repairs. If the Developer does not complete the repairs within thirty days from the notice, it shall constitute a breach of this Agreement.

13. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the Improvements shall in no case bind the City to accept the Improvements for public maintenance or operation until the Public Services Director has approved the Improvements to be constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulation and the City Commission has accepted the Improvements. Within 60 days of the Public Services Director's approval, the City Commission will formally accept maintenance of the public Improvements, and shall return to Developer the balance of the maintenance irrevocable letter of credit for the Improvements. The maintenance of the stormwater management system shall be the responsibility of the Developer.

14. **Maintenance of Landscape Improvements within City Rights-of-Way:** The Developer agrees to construct, install and maintain all landscape improvements located within the right-of-way as shown in the approved Construction Plans for the Project at

its sole cost and expense. Should the developer or successor homeowner's association fail to install or maintain the landscape improvements in accordance with the approved Construction Plans, the City may provide notice to the Developer or successor homeowners association, in writing, specifying the nature of the deficiency. Within 30 days following receipt of such notice, the Developer or successor homeowner's association shall cause the appropriate repairs or cure to be effected. In the event damage or failure to maintain results in a situation where public safety is at risk, the City may, at its option, effect repairs to the improvements without the need of prior notice to the Developer or successor homeowner's association and will promptly bill the Developer or successor homeowner's association for all actual costs incurred in effecting the emergency repairs.

15. **Construction, Installation, and Surety Devices for House Sidewalks:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, to provide the City with surety instruments the construction and installations of the House Sidewalks for the Project, which shall be completed on or before December 16, 2024.

    a. The Developer shall provide the City with the House Sidewalks Irrevocable Letter of Credit in the form acceptable to the City that shall have an expiration date of February 13, 2025, in the amount of $190,248.61 ($158,540.51 x 120 %) as the guarantee of the satisfactory construction of the House Sidewalks for the Project as set forth on the certification in attached Exhibit "E".
    b. Upon the completion of all of the House Sidewalks in the Project and the City's approval (but not acceptance) of them, the Developer shall provide the City with an Irrevocable Letter of Credit in a form acceptable to the City for ten percent of the certified value of the completed House Sidewalks as the one-year maintenance surety which is approximately $15,854.05 of the amount for the cost of completion in attached Exhibit "E").
    c. Once every six months from May 15, 2023, so long as all improvements other than sidewalks have been completed by the Developer, inspected by the City, and approved by the City, the Developer may submit certifications by its engineer, CHW, attesting to the completion of specific House Sidewalks in accordance with this Agreement and the Cost estimates on Exhibit "E". The City shall then allow for a partial draw down on the Irrevocable Letter of Credit for these sidewalks and Developer shall cooperate with all requirements to accomplish these drawdowns, provided, however, if at any time the projected costs for the House Sidewalk installation has increased by more than 50 percent, there shall not be any additional draw downs on the House Sidewalks Irrevocable Letter of Credit.
    d. If all of the House Sidewalks have not been installed by December 16, 2024, the City shall have the right, but not the obligation, to make a demand upon and call the House Sidewalks Irrevocable Letter of Credit to pay for the installation of the remaining House Sidewalks.

e. Prior to the expiration of the House Sidewalks Irrevocable Letter of Credit, the Developer shall provide the City with the House Sidewalk Maintenance Irrevocable Letter of Credit in the amount of 10 percent of the actual cost of construction of all of the House Sidewalks. Upon the City's acceptance of the House Sidewalks Irrevocable Letter of Credit, the City will return Irrevocable Letter of Credit in subparagraph a. above to the Developer, less any drawdowns to the City to complete any the House Sidewalks. Within one year of the completion of all of the House Sidewalks installed in the Project, the City shall conduct a final inspection of the House Sidewalks and notify the Developer in writing of any deficiencies determined in the City's sole discretion. The Developer shall have 30 days to cure these deficiencies. If the Developer does not cure these deficiencies within 30 days, the City shall be authorized to have the work done and make a demand on the House Sidewalks Irrevocable Letter of Credit to pay for this work. Once the sidewalk construction is deemed complete, it shall be submitted to the Commission for acceptance.

f. The Developer shall have complete and exclusive liability for all claims and shall indemnify the City for all claims, including but not limited to claims for bodily injury and damages, in any way related to or arising out of the construction, completion or non-completion of the sidewalks until the Commission has officially accepted the sidewalks.

g. After the Commission's acceptance of the House Sidewalks, the Maintenance Irrevocable Letter of Credit for the House Sidewalks shall be returned to the Developer.

16. **Non-Interest-Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest-bearing bank account.

17. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".

18. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.

19. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

20. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

21. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.

22. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 25 below.

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

24. **Developer's Default:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on any irrevocable letter of credit provided by Developer hereunder, and have any other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.

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

City:	City of Alachua **Attn: City Manager / LDR Administrator**	
Via Hand Delivery:	15100 NW 142nd Terrace Alachua, FL, 32615	
Via U.S. Mail:	Post Office Box 9 Alachua, FL 32616	
Developer/Owners:	Fletcher Development, LLC and 4510 NW 6th Place 3d Floor Gainesville, FL 32607	Gloria's Way LLC 4510 NW 6th 3rd Floor Gainesville, FL 32607

26. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.

27. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

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

29. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.

30. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.

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

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

33. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

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

35. **Time of Essence:** Time is of the essence in complying with the terms of this Agreement.

36. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.

37. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.

38. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

39. **No Future Representations**: The City's approval of this Subdividers Agreement for Savannah Station Phase 2B does not imply or in any way represent that the City will approve a subdividers agreement for any other phase of Savannah Station or any other subdivision of the Developer.

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

Attest: CITY OF ALACHUA

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

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2Bwas acknowledged before me this _____ day of _____ 2021, by GIB COERPER, who is personally known to me or who produced _____ as identification.

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

Approved as to form:

_____
Marian B. Rush, City Attorney

[Signatures continue on next page]

DEVELOPERS/OWNERS

Fletcher Development, LLC, a Florida Limited Liability Company

Witnesses:
Amy Gnann
Helene Stanton

By: _____
George E. Fletcher, Manager

AND

Gloria's Way LLC, a Florida Limited Liability Company

Witnesses:
Amy Gnann
Helene Stanton

By: _____
George E. Fletcher, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2B was acknowledged ~~before me~~ this 7 day of December 2021, by GEORGE E. FLETCHER, who is ~~personally known to me~~ or who produced _____ as identification.

Amy Gnann
Notary Public, State of Florida at large
Commission No.: GG 328944
Expiration: 5/5/2023 [SEAL]

AMY GNANN
MY COMMISSION # GG 328944
EXPIRES: May 5, 2023
Bonded Thru Notary Public Underwriters

Exhibit A

BOUNDARY SURVEY

SITUATED IN SECTIONS 21 AND 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTIONS 21 AND 28,TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4676, PAGE 1626 THROUGH 1631 AND A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4629, PAGES 679 THROUGH 683 OF THE OFFICIAL RECORDS OF ALACHUA, COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF LOT 131, SAVANNAH STATION - PHASE 2A, UNIT 2, AS SHOWN ON THE PLAT THERE OF RECORDED IN PLAT BOOK 37, PAGES 56 THROUGH 58 OF SAID PUBLIC RECORDS, THENCE, NORTH 0°18'58" EAST, ALONG THE EAST LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, DISTANCE OF 807.11 FEET TO THE NORTHEAST CORNER OF LOT 157 OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE NORTH 89°31'17" WEST, ALONG THE NORTH LINE OF SAID LOT 157, A DISTANCE OF 45.12 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE DEPARTING THE NORTH LINE OF SAID LOT 157, NORTH 0°28'43" EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, A DISTANCE OF 145.31 FEET TO THE NORTHEAST CORNER OF A COMMON AREA / OPEN SPACE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE DEPARTING THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, NORTH 41°53'43" EAST, A DISTANCE OF 382.35 FEET; THENCE SOUTH 89°21'33" EAST, A DISTANCE OF 349.75 FEET TO THE TIE TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF N.W. 157TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 0°12'50" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 174.61 FEET; THENCE SOUTH 0°32'02" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1068.98 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3312, PAGES 1317 AND 1318; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 89°30'53" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 791.38 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A COMMON AREA / OPEN SPACES OF SAVANNAH STATION - PHASE 2A, UNIT 1, AS SHOWN ON THE PLAT THERE OF RECORDED IN PLAT BOOK 36, PAGES 55 THROUGH 57 OF SAID PUBLIC RECORDS; THENCE NORTH 01°11'45" WEST, ALONG THE NORTH LINE OF SAID COMMON AREA / OPEN SPACE, A DISTANCE OF 15.18 FEET TO THE NORTHEAST CORNER OF LOT 139 OF SAID SAVANNAH STATION - PHASE 2A, UNIT 1; THENCE, NORTH 89°40'35" WEST, ALONG THE NORTH LINE OF SAID LOT 139, A DISTANCE OF 188.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 48°08'33" WEST, 14.07 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 123RD AVENUE; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT OF WAY LINE OF SAID N.W. 123RD AVENUE THROUGH THE FOLLOWING SIX (6) COURSES: 1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°46'47" AN ARC LENGTH OF 14.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 75°34'44" WEST, 21.84 FEET; 2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°47'25", AN ARC LENGTH OF 22.60 FEET; 3) THENCE NORTH 0°18'58" EAST, A DISTANCE OF 21.39 FEET; 4) THENCE NORTH 89°41'02" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 45°17'14" WEST, 35.34 FEET; 5) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°36'31", AN ARC LENGTH OF 39.84 FEET; 6) THENCE NORTH 89°44'27" WEST, A DISTANCE OF 85.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 15.943 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO A VALUE OF N 00°18'58" E, FOR THE EAST LINE OF SAVANNAH STATION - PHASE 2A, UNIT 2, AS RECORDED IN PLAT BOOK 37, PAGES 56 THROUGH 58, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
4. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE NOT FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN, SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
5. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
6. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
7. IN THE OPINION OF THIS SURVEYOR, THE PERIMETER LINES AS SHOWN HEREON REPRESENT THE LOCATION OF THE BOUNDARY LINES OF THE SUBJECT PARCEL IN RELATION TO THE DESCRIPTION OF RECORD AND THOSE EXISTING LAND CORNERS FOUND TO BE ACCEPTABLE BY THIS SURVEYOR.

GRAPHIC SCALE
0 30 60 120

LEGEND:
- ● = FOUND 1/2" STEEL REBAR & CAP MARKED "PRM LB 5075"
- ○ = SET 5/8" STEEL REBAR AND CAP MARKED "PRM LB 5075"
- P.U.E. = PUBLIC UTILITIES EASEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT OF WAY
- FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
- F.I.R.M. = FLOOD INSURANCE RATE MAP

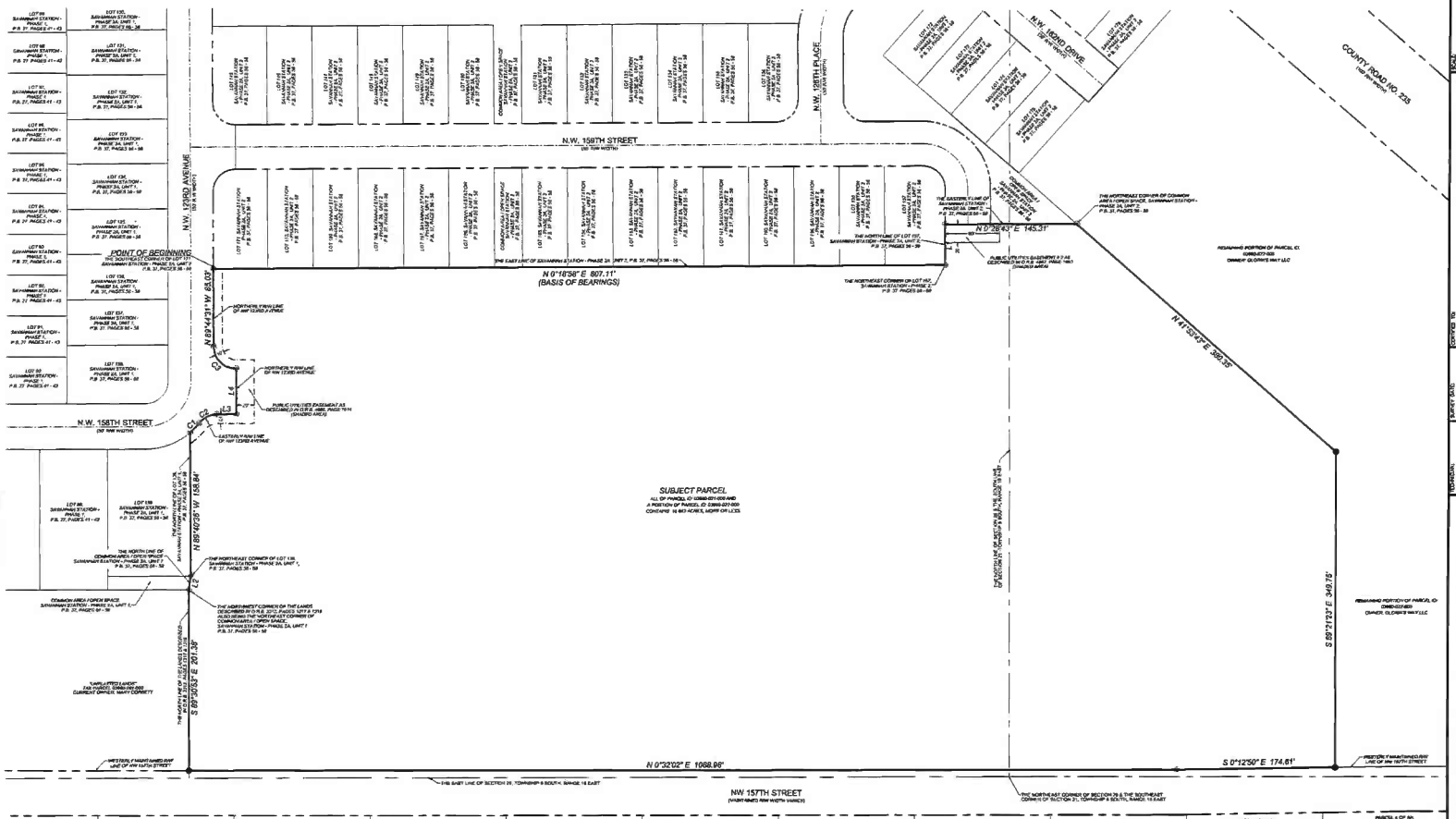
LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 89°31'17" W	45.12'
L2	N 41°53'43" E	15.18'
L3	N 0°18'58" E	21.39'
L4	N 89°41'02" W	50.00'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	14.09'	75.00'	10°46'47"	7.07'	14.07'	N 48°05'33" W
C2	22.60'	25.00'	51°47'25"	12.14'	21.84'	N 25°34'44" W
C3	39.24'	25.00'	89°56'31"	24.99'	35.34'	S 45°15'14" W

FLOOD ZONE:
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA F.I.R.M. PANEL NO. 139 OF 545, COMMUNITY PANEL NO. 12001C0139 D(12-12), EFFECTIVE DATE: JUNE 16, 2006.



CHW Professional Consultants
11801 Research Drive
Alachua, FL 32615
(352) 331-1976
www.chw-inc.com
est. 1980 FLORIDA CA-3975

SCALE: 1" = 60'
KEITH & SCHNARS, P.A. ORIGINAL GRAPHIC SCALE IS 1" = 60'. IF NOT ONE INCH ON THIS SHEET, SCALE ACCORDINGLY.

CERTIFIED TO:
FLETCHER DEVELOPMENT, LLC

SURVEY DATE: 06/11/2021
REVISION DATE:
PROJECT NUMBER: 21-0033

MATERIALS: N/A
DRAWN BY: JP
CHECKED BY: AHH
FILE: 8500 S PROG
FILE:

Professional Surveyor & Mapper No. License No. 6791
AARON H. HICKMAN

This map prepared by:
Certificate of Authorization No. LB. 5075
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO.
1 OF 1

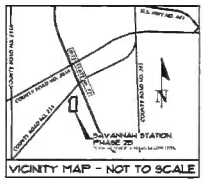
Exhibit B

SAVANNAH STATION - PHASE 2B

SITUATED IN SECTIONS 21 AND 28,
TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

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

PLAT BOOK__, PAGE __
SHEET ONE OF TWO



VICINITY MAP - NOT TO SCALE

DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTIONS 21 AND 28,TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4629, PAGES 1529 THROUGH 1531 AND A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4629, PAGES 675 THROUGH 682 OF THE OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF LOT 171, SAVANNAH STATION - PHASE 2A, UNIT 2, AS SHOWN ON THE PLAT THERE OF RECORDED IN PLAT BOOK 37, PAGES 39 THROUGH 59 OF SAID PUBLIC RECORDS; THENCE NORTH 0°18'58" EAST, ALONG THE EAST LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, DISTANCE OF 807.11 FEET TO THE NORTHEAST CORNER OF LOT 157 OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE NORTH 89°31'17" WEST, ALONG THE NORTH LINE OF SAID LOT 157, A DISTANCE OF 45.13 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE DEPARTING THE NORTH LINE OF SAID LOT 157, NORTH 0°26'43" EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, A DISTANCE OF 145.21 FEET TO THE NORTHEAST CORNER OF A COMMON AREA / OPEN SPACE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, NORTH 41°32'49" EAST, A DISTANCE OF 380.35 FEET; THENCE SOUTH 89°21'31" EAST, A DISTANCE OF 346.75 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF N.W. 159TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 0°12'50" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 174.61 FEET; THENCE SOUTH 0°12'50" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1088.98 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3312, PAGES 1317 AND 1318; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 89°20'53" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 201.28 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAME POINT ALSO BEING THE NORTHEAST CORNER OF A COMMON AREA / OPEN SPACES OF SAVANNAH STATION - PHASE 2A, UNIT 2, AS SHOWN ON THE PLAT THERE OF RECORDED IN PLAT BOOK 36, PAGES 56 THROUGH 57 OF SAID PUBLIC RECORDS; THENCE NORTH 41°11'45" WEST, ALONG THE NORTH LINE OF SAID COMMON AREA / OPEN SPACE, A DISTANCE OF 15.19 FEET TO THE NORTHEAST CORNER OF LOT 139 OF SAID SAVANNAH STATION - PHASE 2A, UNIT 1; THENCE NORTH 89°40'06" WEST, ALONG THE NORTH LINE OF SAID LOT 139, A DISTANCE OF 158.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 44°19'53" WEST, 21.22 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 123RD AVENUE, HAVING A RIGHT OF WAY WIDTH OF 50 FEET; THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT OF WAY LINE OF SAID N.W. 123RD AVENUE THROUGH THE FOLLOWING SIX (6) COURSES: 1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°45'47", AN ARC LENGTH OF 14.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 25°34'44" WEST, 21.84 FEET; 2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°47'25", AN ARC LENGTH OF 22.60 FEET; 3) THENCE NORTH 0°18'58" EAST, A DISTANCE OF 21.36 FEET; 4) THENCE NORTH 89°41'02" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 45°17'14" WEST, 35.34 FEET; 5) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°35'31", AN ARC LENGTH OF 39.24 FEET; 6) THENCE NORTH 89°34'57" WEST, A DISTANCE OF 95.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 15.843 ACRES, MORE OR LESS

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	14.66'	75.00'	10°43'47"	7.37'	14.63'	N 46°05'25" W
C2	22.60'	25.00'	51°47'25"	12.14'	21.84'	N 25°34'44" W
C3	39.24'	25.00'	89°56'31"	24.97'	35.34'	S 45°17'14" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°31'17" W	45.13'
L2	N 89°11'45" W	15.19'
L3	N 0°18'58" E	21.36'
L4	N 89°41'02" W	50.00'

LEGEND

- ⊕ = PLAT BENCHMARK
- ● = FOUND 3/8" STEEL REBAR & CAP MARKED "PRM LB 5075"
- ● = SET 5/8" STEEL REBAR & CAP MARKED "PRM LB 5075"
- ▲ = SET NAIL AND DISK STAMPED "PCP LB 5075"

PUE = PUBLIC UTILITIES EASEMENT
DE = DRAINAGE EASEMENT
N.S.L. = PLS/CNO SETBACK LINE
ORB = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
± = MORE OR LESS
S.R. = STATE ROAD
SAN. MANHOLE
FFE = FINISHED FLOOR ELEVATION
PRM = PERMANENT REFERENCE MONUMENT
R/W = RIGHT OF WAY
ID = IDENTIFICATION
NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
C.A. = COMMON AREA
O.S. = OPEN SPACE
NO. = NUMBER

GRAPHIC SCALE
0 30 60 120

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO A VALUE OF N 0°18'58" E, FOR THE EAST LINE OF SAVANNAH STATION - PHASE 2A, UNIT 2, AS RECORDED IN PLAT BOOK 37, PAGES 39 THROUGH 59, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1:5,000'.

3. THE BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). BENCHMARK USED WAS A NATIONAL GEODETIC SURVEY BENCHMARK NUMBER (TBN), WITH A PUBLISHED ELEVATION OF 160.00 FEET (NAVD 88).

4. BUILDING SETBACKS (UNLESS SHOWN OTHERWISE):
FRONT= 15'
REAR = 5'
SIDE = 5'
SIDE (STREET) = 0'

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

6. THE COMMON AREA / OPEN SPACES, AND STORM WATER MANAGEMENT AREAS SHOWN HEREON, WILL BE CONVEYED TO THE SAVANNAH STATION OWNER'S ASSOCIATION AND ARE IDENTIFIED FOR MAINTENANCE IN THE HOMEOWNERS ASSOCIATION DOCUMENTS.

7. LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091 (9) AND (10) FLORIDA STATUTES

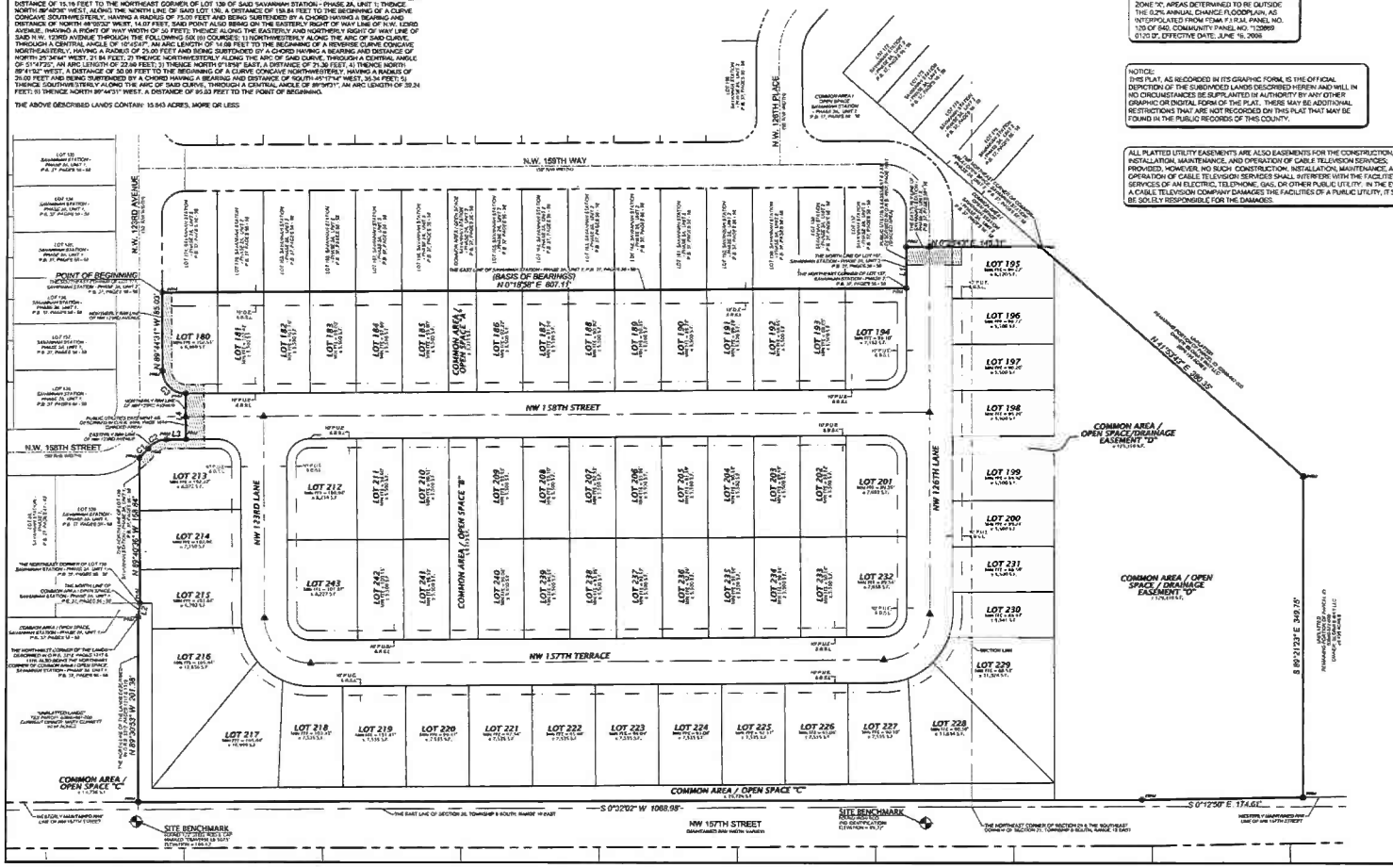
8. ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.

FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA F.I.R.M. PANEL NO. 1209 OF SAID COMMUNITY'S PANEL NO. 12001209 0120 D", EFFECTIVE DATE: JUNE 16, 2006

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

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



OWNER'S CERTIFICATION AND DEDICATION

THE FLETCHER DEVELOPMENT, LLC & GLORIA'S WAY, LLC DOES HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE LANDS DESCRIBED HEREIN AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON; AND DOES HEREBY DEDICATE THE LAND SHOWN HEREON AS COMMON AREA / OPEN SPACE (NAMED HEREON) AND DOES HEREBY DEDICATE THE USE OF DRAINAGE EASEMENTS TO THE PUBLIC FOR THE RIGHT TO DISCHARGE STORM WATER, MAINTENANCE OF THE DRAINAGE EASEMENTS WILL BE THE SOLE RESPONSIBILITY OF THE SAVANNAH STATION OWNERS ASSOCIATION, INC.; AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES. AND PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON SHALL BE MADE AVAILABLE TO PUBLIC SERVICE VEHICLES

WITNESS _____ BLAKE FLETCHER
FLETCHER DEVELOPMENT, LLC &
GLORIA'S WAY, LLC
#1 SE 144th PLACE
GAINESVILLE, FLORIDA 32607
WITNESS _____

ACKNOWLEDGEMENT (STATE OF FLORIDA, COUNTY OF ALACHUA)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ A.D. 2021

NOTARY PUBLIC/STATE OF FLORIDA
COMMISSION EXPIRES: _____
COMMISSION NO.: _____

MORTGAGEE'S APPROVAL

COMERICA BANK CERTIFIES AS HOLDER OF THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4629, PAGE 1252, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCUMBERED BY THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATED _____ MORTGAGEE: _____
BY: _____
WITNESS: _____
TITLE: _____
WITNESS: _____

ACKNOWLEDGEMENT (STATE OF FLORIDA, COUNTY OF ALACHUA)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ A.D. 2021

NOTARY PUBLIC/STATE OF FLORIDA
COMMISSION EXPIRES: _____
COMMISSION NO.: _____

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

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

MAYOR
ATTEST:
CITY MANAGER

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

EXAMINED ON _____
AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:
CITY ATTORNEY

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS _____ DAY OF _____ A.D. 2021
CLERK OF THE COURTS
BY _____ DATE _____

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR & MAPPER

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

BY _____ DATE _____
TROY V. WRIGHT, PSM
FLORIDA REGISTRATION NUMBER: LS 7216

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "SAVANNAH STATION - PHASE 2B" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME, DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART 1, PLATTING OF THE FLORIDA STATUTES.

DATE _____

AARON H. HICKMAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6791
CHW, INC., LB NO. 5075
11801 RESEARCH DRIVE
ALACHUA, FL 32615

SAVANNAH STATION - PHASE 2B

SITUATED IN SECTIONS 21 AND 28,
TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW
Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1968 FLORIDA CA-5075

PLAT BOOK__,PAGE __
SHEET TWO OF TWO

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	14.08'	75.00'	10°45'47"	7.07'	14.06'	N 48°06'33" W
C2	22.50'	25.00'	51°34'29"	12.14'	21.76'	N 25°34'44" W
C3	39.24'	25.00'	89°56'31"	24.99'	35.34'	S 45°17'14" W
C4	78.55'	50.00'	90°00'00"	50.01'	70.72'	N 45°19'11" E
C5	78.49'	50.00'	89°50'15"	49.96'	70.67'	N 44°35'09" W
C6	117.82'	75.00'	90°00'26"	75.01'	106.07'	N 45°19'11" E
C7	111.66'	75.00'	85°20'15"	69.19'	101.60'	N 44°03'03" W
C8	39.20'	25.00'	89°50'15"	24.93'	35.31'	N 44°36'08" W
C9	39.34'	25.00'	90°09'45"	25.07'	35.41'	S 45°23'51" W
C10	39.20'	25.00'	89°50'15"	24.93'	35.31'	N 44°36'08" W
C11	39.27'	25.00'	90°00'26"	25.00'	35.36'	N 45°19'11" E
C12	39.27'	25.00'	89°59'34"	25.00'	35.35'	S 44°40'49" E
C13	39.27'	25.00'	90°00'26"	25.00'	35.36'	S 45°19'11" W
C14	11.02'	75.00'	8°25'14"	5.52'	11.01'	N 86°06'47" E
C15	40.74'	75.00'	31°07'38"	20.89'	40.25'	N 66°20'22" E
C16	34.50'	75.00'	26°21'23"	17.56'	34.20'	N 37°36'48" E
C17	51.50'	75.00'	24°28'04"	16.61'	51.12'	N 12°22'09" E
C18	28.98'	75.00'	20°33'52"	13.58'	28.73'	N 9°50'58" W
C19	31.92'	75.00'	24°23'15"	16.21'	31.68'	N 22°43'52" W
C20	31.92'	75.00'	24°23'15"	16.21'	31.68'	N 56°47'07" W
C21	26.56'	75.00'	20°33'52"	13.38'	26.43'	N 49°50'51" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°31'17" W	48.12'
L2	N 61°11'45" W	15.19'
L3	N 1° 8'58" E	21.39'
L4	N 89°41'02" W	50.00'
L5	N 0°30'54" E	12.81'
L6	S 0°18'58" W	34.27'
L7	S 0°18'58" W	55.86'

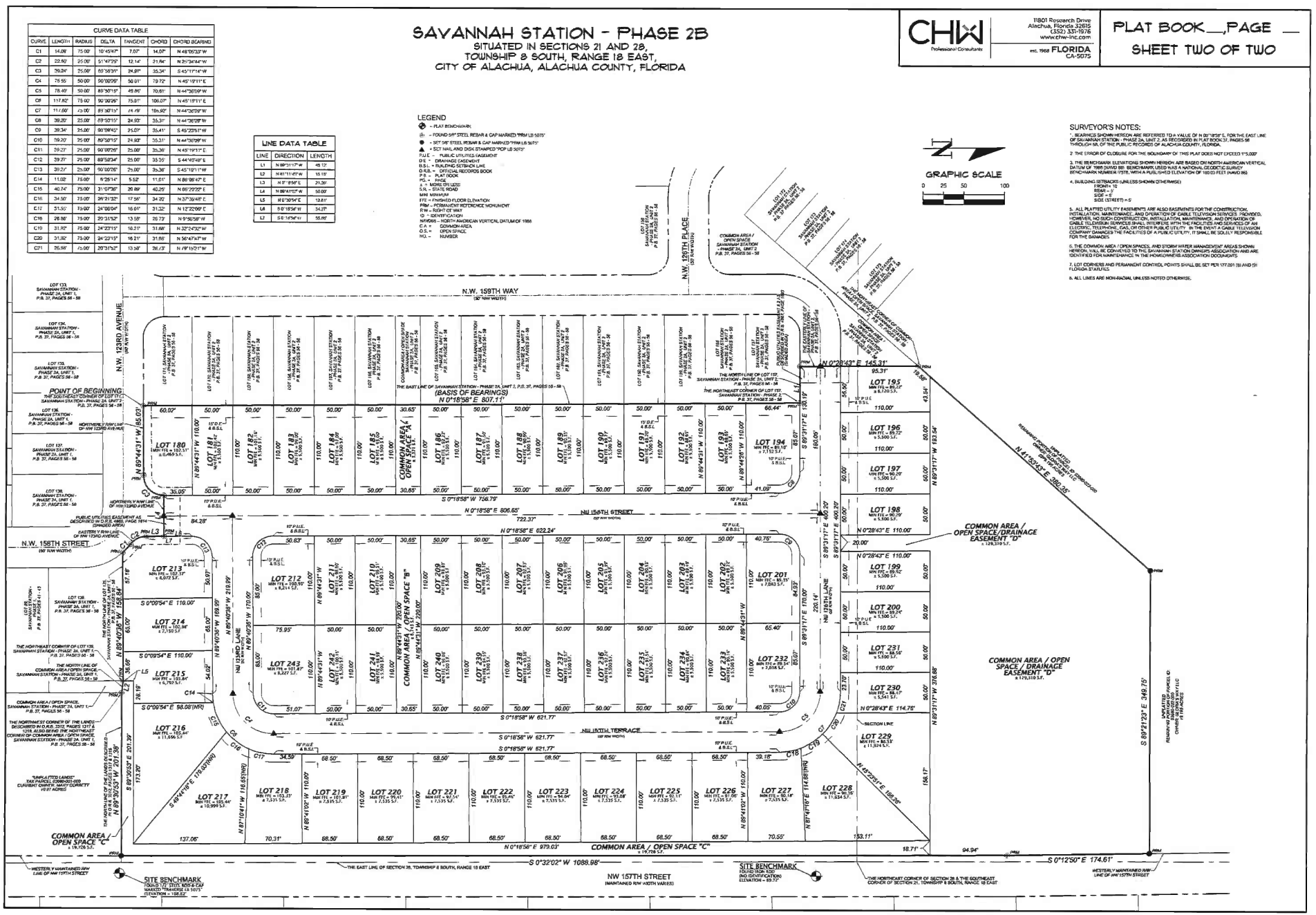
LEGEND
- ⊕ – PLAT BENCHMARK
- ⊕ – FOUND 5/8" STEEL REBAR & CAP MARKED "PRM LB 5075"
- ● – SET 5/8" STEEL REBAR & CAP MARKED "PRM LB 5075"
- ▲ – SET NAIL AND DISK STAMPED "POP LB 5075"

P.U.E. – PUBLIC UTILITIES EASEMENT
D.E. – DRAINAGE EASEMENT
B.S.L. – BUILDING SETBACK LINE
O.R.B. – OFFICIAL RECORDS BOOK
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
± – MORE OR LESS
S.R. – STATE ROAD
MIN – MINIMUM
FFE – FINISHED FLOOR ELEVATION
PRM – PERMANENT REFERENCE MONUMENT
R/W – RIGHT OF WAY
ID – IDENTIFICATION
NAVD88 – NORTH AMERICAN VERTICAL DATUM OF 1988
C.A. – COMMON AREA
O.S. – OPEN SPACE
NO. – NUMBER

GRAPHIC SCALE
0 25 50 100

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO A VALUE OF N 89°18'58" E, FOR THE EAST LINE OF SAVANNAH STATION - PHASE 2A, UNIT 2, AS RECORDED IN PLAT BOOK 37, PAGES 56 THROUGH 58, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1":5,000'
3. THE BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). BENCHMARK USED WAS A NATIONAL GEODETIC SURVEY BENCHMARK NUMBER I7578, WITH A PUBLISHED ELEVATION OF 169.63 FEET (NAVD 88).
4. BUILDING SETBACKS (UNLESS SHOWN OTHERWISE)
   FRONT= 10
   REAR = 0'
   SIDE = 0
   SIDE (STREET) = 0
5. ALL PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
6. THE COMMON AREA / OPEN SPACES, AND STORM WATER MANAGEMENT AREAS SHOWN HEREON, WILL BE CONVEYED TO THE SAVANNAH STATION OWNERS ASSOCIATION AND ARE IDENTIFIED FOR MAINTENANCE IN THE HOMEOWNERS ASSOCIATION DOCUMENTS.
7. LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091 (9) AND (9) FLORIDA STATUTES.
8. ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.



CERTIFICATE OF CONCURRENCY COMPLIANCE FOR SAVANNAH STATION PHASE 2B

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to Fletcher Development , LLC, a Florida Corporation and Gloria's Way LLC ("Developers/Owners") by City of Alachua, Florida ("City") this ___ day of ____, 2021.

RECITALS

WHEREAS, the developer is developing a residential subdivision in the CITY known as Savannah Station Phase 2B (the "Project"), legally described in attached Exhibit "A";

WHEREAS, the DEVELOPER has secured a Subdivider's Agreement for Savannah Station Phase 2B from the City for the Project (herein "Subdividers Agreement") as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of a certificates of concurrency compliance by the City as to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, or recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have one or more of the following land development permits in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Planned Development – Residential ("PD-R");

WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision contemplating construction of 64 residential units;

WHEREAS, the Project is now ready to proceed to Final Plat for Phase 2B, the 64 units;

WHEREAS, the Developer intends to immediately initiate construction on Savannah Station Phase 2B;

WHEREAS, the Developer of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer of the Project further agrees to submit payment for water connection fees for the Project as determined by the City's Capital Facilities charges exist prior to

the final inspection of each residential unit; and

WHEREAS, the City has determined that adequate water and wastewater capacity exists to serve Savannah Station Phase 2B.

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

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

WHEREAS, the Developer acknowledges that this Certificate constitutes a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer has no claim for monetary damages against the City in the event of any dispute regarding this Agreement, Developer's sole remedy for any dispute in any way relating to this Certificate is an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed to as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING RECITALS, findings of fact and conclusion of law, the City issues this Certificate of Concurrency subject to the following conditions of issuance:

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

2. The City will reserve 16,000 gallons per day (64 lots x 250 gallons per day) of wastewater capacity for the 64 units proposed in Savannah Station Phase 2B. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdivider's Agreement, on file with the City.

3. The City will reserve 17,600 gallons per day (64 lots x 275 gallons per day) of water capacity for the 37 units proposed in Savannah Station Phase 2B as defined by applicable development permits including but not limited to, construction plans and Subdividers Agreement, on file with the City.

4. The City will reserve the following trips of traffic capacity for the 35 units proposed in Savannah Station Phase 2B as defined by applicable development permits, including construction plans and Subdividers Agreement, on file with the City: 609 Average Annual Daily Trips ("AADT") and 64 Peak Hour Trips along CR 235 (from South City Limits to CR 241).

5. The City will reserve 0.83 acres (2.6 persons per household x 64 units x 5 acres per

1,000 persons) of recreation capacity for the 64 units proposed in Savannah Station Phase 2B as defined by applicable development permits, including but not limited to the construction plans and Subdividers Agreement, on file with the City.

6. The City will reserve 121.47 tons per year (0.73 tons per capita per year x 2.6 persons per household x 64 units) of solid waste capacity for the 64 units proposed in Savannah Station Phase 2B as defined by applicable development permits on file, including but not limited to, construction plans and Subdividers Agreement, on file with the City.

7. The City will reserve nine (9) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, four (4) student stations in the Alachua SCSA for middle schools, and five (5) student stations in the Alachua SCSA for high schools, Savannah Station Phase 2B.

8. This Certificate shall remain in effect for a period of one year from the date of the approval of the Subdividers Agreement between the parties hereto ("Subdividers Agreement") by the City Commission of the City of Alachua.

9. It is the intent of the City and Developer that this Certificate be incorporated into and considered a part of the Subdivider's Agreement executed by the Developer and City for the Project dated the ___ day of _____, 2021. Failure to comply with the term of that Subdivider's Agreement shall result in the termination of the reservations in this Certificate.

10. This Certificate shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this ____day of _____, 2021, and is subject to the terms and findings as stated herein.

Attest: CITY OF ALACHUA

_____ By: _____

Mike DaRoza, City Manager/Clerk/
Land Development Administrator

The Hon. Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Certificate of Concurrency Compliance for Savannah Station Phase 2B was acknowledged before me, **by means of □ physical presence or □ online notarization,** on this _____ day of _____, 2021, by GIB COERPER, who is (personally known to me) OR (who has produced _____ as identification).

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

Approved as to form:

_____
Marian B. Rush, City Attorney

SIGNATURES CONTINUED ON NEXT PAGE

DEVELOPERS/OWNERS

Fletcher Development, LLC, a Florida Limited Liability Company

Witnesses:
Amy Gnann
Helene Stanton

By: _____
George E. Fletcher, Manager

AND

Gloria's Way LLC, a Florida Limited Liability Company

Witnesses:
Amy Gnann
Helene Stanton

By: _____
George E. Fletcher, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2B was acknowledged before me this 7 day of December 2021, by GEORGE E. FLETCHER, who is personally known to me or who produced _____ as identification.

Amy Gnann
Notary Public, State of Florida at large
Commission No.: GG 328944
Expiration: 5/5/23 [SEAL]

AMY GNANN
MY COMMISSION # GG 328944
EXPIRES: May 5, 2023
Bonded Thru Notary Public Underwriters

Exhibit A to Exhibit C

BOUNDARY SURVEY

SITUATED IN SECTIONS 21 AND 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTIONS 21 AND 28 TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4251, PAGE 1851 THROUGH 1851 AND A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4139, PAGES 979 THROUGH 982 OF THE OFFICIAL RECORDS OF ALACHUA, COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF LOT 170, SAVANNAH STATION - PHASE 3A, UNIT 2, AS SHOWN ON THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 32 THROUGH 37 OF SAID PUBLIC RECORDS; THENCE NORTH 0°15'57" EAST, ALONG THE EAST LINE OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, AND THE EAST LINE OF LOT 127 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1, A DISTANCE OF 1,327.17 FEET TO THE SOUTHEAST CORNER OF LOT 122 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1; THENCE NORTH 89°51'11" WEST, ALONG THE SOUTH LINE OF SAID LOT 122, AND LOT 121 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1, A DISTANCE OF 1,320.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 121, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 121, AND ALONG THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1, THE FOLLOWING TWO (2) COURSES: 1. NORTH 0°15'57" EAST, A DISTANCE OF 1,327.17 FEET TO THE NORTHEAST CORNER OF LOT 118 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1, AND ALONG THE SOUTH LINE OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, NORTH 89°51'52" EAST, A DISTANCE OF 1,320.00 FEET TO THE SOUTHEAST CORNER OF LOT 170 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, THENCE DEPARTING THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, NORTH 0°15'57" EAST, ALONG THE EAST LINE OF SAID LOT 170, A DISTANCE OF 1,327.17 FEET TO THE NORTHEAST CORNER OF SAID LOT 170, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1; THENCE NORTH 89°51'11" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF LOT 118 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1; THENCE NORTH 89°51'11" WEST, ALONG THE NORTH LINE OF SAID LOT 118, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 118, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 117 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 116 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 1; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE EAST LINE OF SAID LOT 116, A DISTANCE OF 1,327.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 116, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE NORTH 89°51'11" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 112 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 111 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 110 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 110, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 110, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 109 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 108 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 107 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 107, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 107, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 106 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 105 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 104 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 104, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 104, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 103 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 102 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 101 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 101, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 101, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 100 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 99 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 98 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 98, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 98, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 97 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 96 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 95 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 95, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 95, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 94 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 93 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 92 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 92, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 92, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 91 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 90 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 89 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 89, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 89, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 88 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 87 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 86 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 86, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 86, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 85 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 84 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 83 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 83, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 83, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 82 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 81 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 80 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 80, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 80, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 79 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 78 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 77 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 77, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 77, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 76 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 75 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 74 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 74, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 74, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 73 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 72 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 71 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 71, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 71, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 70 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 69 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 68 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 68, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 68, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 67 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 89°51'52" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID N.W. 150TH STREET, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF LOT 66 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "A" (COMMON AREA) OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 0°15'57" WEST, ALONG THE WEST LINE OF SAID TRACT "A" (COMMON AREA), A DISTANCE OF 1,327.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" (COMMON AREA), SAID POINT ALSO BEING ON THE NORTHEAST CORNER OF LOT 65 OF SAID SAVANNAH STATION - PHASE 3A, UNIT 2; THENCE DEPARTING THE WEST LINE OF SAID TRACT "A" (COMMON AREA), AND ALONG THE NORTH LINE OF SAID LOT 65, NORTH 89°51'11" WEST, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 65, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 143RD AVENUE; THENCE NORTH 0°15'57" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID N.W. 143RD AVENUE, A DISTANCE OF 1,327.17 FEET TO THE NORTHWEST CORNER OF LOT 64 OF SAID SAVANNAH STATION - PHASE 3

CHW
Professional Consultants

Daniel H.Young, P.E.
State of Florida, Professional Engineer, License No. 70780

This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated here. 12/07/2021

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Project Name: Savannah Station 2B-1 & 2B-2
CHW Project No: 21-0033
Date: 12/7/2021

Phase 2B-1 & 2B-2

Item No.	Item	Qty	Unit	Unit Cost	Cost
DEMOLITION/EARTHWORK					
1	Clearing and Grubbing	15.77	AC	$ 5,000.00	$ 78,867.54
2	Excavation	12,858	CY	$ 6.50	$ 83,577.00
3	Fill	39,189	CY	$ 5.00	$ 195,945.00
4	Sod (within ROW and common areas)	7,173	SY	$ 3.50	$ 25,105.89
5	Seed (within lots and bottom of basin)	556,611	SF	$ 0.10	$ 55,661.10
6	Silt Fence	2,644	LF	$ 3.50	$ 9,254.00
7	Tree Barricade	602	LF	$ 7.50	$ 4,515.00
8	Construction Exit	1	EA	$ 1,500.00	$ 1,500.00
				Earthwork Subtotal	**$ 452,925.53**
ROADWAY					
9	Asphaltic Concrete, 1.5" SP 9.5	592	TN	$ 115.00	$ 68,080.00
10	6" Limerock Base (Optional Base Group 4)	7,114	SY	$ 15.00	$ 106,710.00
11	12" Type B Stabilized Subgrade	7,178	SY	$ 6.50	$ 46,657.00
12	Concrete Pavement, 6.5"	64	SY	$ 78.00	$ 4,992.00
13	Concrete Sidewalks, 4"	147	SY	$ 57.00	$ 8,379.00
14	Curb Ramps	567	SF	$ 5.50	$ 3,118.50
15	Type 'F' Curb and Gutter	5,935	LF	$ 25.00	$ 148,375.00
16	Striping and Signage	1	LS	$ 10,000.00	$ 10,000.00
17	Detectable Warnings	81	SF	$ 31.50	$ 2,551.50
				Roadway Subtotal	**$ 398,863.00**
SANITARY SEWER					
18	8" PVC Wastewater Main	2,218	LF	$ 27.00	$ 59,886.00
19	Sanitary Sewer Laterals 4" PVC w/ CO	2,240	LF	$ 16.00	$ 35,840.00
20	Sanitary Manhole	9	EA	$ 4,800.00	$ 43,200.00
				Sanitary Sewer Subtotal	**$ 138,926.00**
WATER SERVICE					
21	Single Water Service (2" PVC), Short	6	EA	$ 750.00	$ 4,500.00
22	Single Water Service (2" PVC), Long	4	EA	$ 1,050.00	$ 4,200.00
23	Double Water Service (2" PVC), Short	17	EA	$ 900.00	$ 15,300.00
24	Double Water Service (2" PVC), Long	10	EA	$ 1,700.00	$ 17,000.00
25	4" PVC Water Service Sleeve	476	LF	$ 7.50	$ 3,570.00
26	Fire Hydrant Assembly	3	EA	$ 4,500.00	$ 13,500.00
27	8" PVC Watermain	2,322	LF	$ 27.00	$ 62,694.00
28	8" DIP Watermain	144	LF	$ 38.00	$ 5,472.00
29	8" Gate Valve	7	EA	$ 1,400.00	$ 9,800.00
				Water Service Subtotal	**$ 136,036.00**
DRAINAGE					
30	Storm Water Pipe (15" RCP)	1,120	LF	$ 97.75	$ 109,480.00
31	Storm Water Pipe (18" RCP)	342	LF	$ 103.50	$ 35,397.00
32	Storm Water Pipe (24" RCP)	177	LF	$ 109.25	$ 19,337.25
33	Storm Water Pipe (30" RCP)	204	LF	$ 120.75	$ 24,633.00
34	Storm Water Pipe (36" RCP)	175	LF	$ 138.00	$ 24,150.00
35	Type '5' Curb Inlet	7	EA	$ 5,150.00	$ 36,050.00
36	Type '6' Curb Inlet	4	EA	$ 5,750.00	$ 23,000.00
37	Type 'C' Inlet	2	EA	$ 4,200.00	$ 8,400.00
38	Storm Manhole	5	EA	$ 4,800.00	$ 24,000.00
39	36" Mitered End Section	1	EA	$ 3,700.00	$ 3,700.00
				Drainage Subtotal	**$ 308,147.25**
ELECTRIC					
40	Primary Electric Conduit (2")	2,864	LF	$ 6.50	$ 18,616.00
41	Secondary Electric Conduit (1.5")	184	LF	$ 5.00	$ 920.00
42	Secondary Electric Conduit (2.5")	3,672	LF	$ 7.50	$ 27,540.00
43	Electric Connection Fee	64	EA	$ 250.00	$ 16,000.00
				Electric Subtotal	**$ 63,076.00**
LANDSCAPE					
44	Landscaping (Common Areas)	1	LS	$ 47,840.00	$ 47,840.00
				Landscape Subtotal	**$ 47,840.00**
IRRIGATION					
45	Complete Irrigation System	1	LS	$ 20,000.00	$ 20,000.00
				Irrigation Subtotal	**$ 20,000.00**
				Subtotal	**$ 1,497,973.78**
				Mobilization (5%)	**$ 74,898.69**
				Contingency (10%)	**$ 149,797.38**
				TOTAL	**$ 1,722,669.84**

The Engineer's probable estimate of cost provided in this document is specifically intended to represent a rough order of magnitude, including all component information for line items aspects of the work, estimated quantities, and applied unit rates. The Engineer's probable estimate of cost is not intended for publication for the use of bidders whatsoever, unless represented as an FDOT Pay Item table on the plans for projects administered accordance with FDOT Standards. For bidding scenarios, the prospective bidders should be advised that they are solely responsible for: Identifying and including relevant project scope, calculation of quantities/durations for takeoffs, and determining the appropriate competitive market cost for the work. Additionally, CHW has no control over the cost of labor, materials, equipment, market conditions, or the Contractor's method of determining prices. Therefore, our statements of probable cost provided herein are made on the basis of best judgment as professional consultants familiar with the construction industry. CHW, nor its subconsultants, can offer guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost.

CHW
Professional Consultants

Project Name: Savannah Station 2B-1 & 2B-2
CHW Project No: 21-0033
Date: 10/26/2021

Phase 2B-1 & 2B-2 On-Lot Sidewalks

Item No.	Item	Qty	Unit	Unit Cost	Cost
1	Concrete Sidewalks, 4"	2,318	SY	$ 57.00	$ 132,117.09
				Subtotal	$ 132,117.09
				Mobilization (10%)	$ 13,211.71
				Contingency (10%)	$ 13,211.71
				TOTAL	$ 158,540.51

The Engineer's probable estimate of cost provided in this document is specifically intended to represent a rough order of magnitude, including all component information for line items aspects of the work, estimated quantities, and applied unit rates. The Engineer's probable estimate of cost is not intended for publication for the use of bidders whatsoever, unless represented as an FDOT Pay Item table on the plans for projects administered accordance with FDOT Standards. For bidding scenarios, the prospective bidders should be advised that they are solely responsible for: identifying and including relevant project scope, calculation of quantities/durations for takeoffs, and determining the appropriate competitive market cost for the work. Additionally, CHW has no control over the cost of labor, materials, equipment, market conditions, or the Contractor's method of determining prices. Therefore, our statements of probable cost provided herein are made on the basis of best judgment as professional consultants familiar with the construction industry. CHW, nor its subconsultants, can offer guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost.

Kelley D. Jones, P.A
4110 NW 37th Place, Suite B
Gainesville, FL 32606

Telephone: (352) 377-2004 Fax: (352) 377-6118

December 8, 2021

Office of the City Attorney
Post Office Box 9
Alachua, Florida 32616

RE: Attorney's Opinion- proposed Savannah Station Phase 2B, A Planned Development (Legal Attached as Exhibit A)

To Whom It May Concern:

I have examined title evidence through December 1, 2021 pertaining to the above referenced lands proposed to be platted, and have found that the fee simple title to the lands are presently vested in Fletcher Development, LLC, by virtue of that Special Warranty Deed recorded in Official Records Book 4679, Page 1929 and Gloria's Way, LLC by virtue of that Special Warranty Deed recorded in Official Records Book 4829, Page 679 both of the Public Records of Alachua County, Florida.

This property is encumbered by a mortgage in favor of Campus USA Credit Union, dated November 4, 2020 recorded in Official Records Book 4829, Page 683 of the Public Records of Alachua County, Florida.

This property is subject to the Covenants, Conditions and Restrictions recorded in Official Records Book 3369, Page 1027, the Supplemental Declaration of Covenants, Conditions and Restrictions for Savannah Station recorded in Official Records Book 4706, Page 1466, an Assignment recorded in Official Records Book 4706, Page 2087, the Planned Development Agreement for Savannah Station Phase II recorded in Official Records Book 4629, Page 1398, and a Public Utilities Easement recorded in Official Records Book 4866, Page 1614, all of the Public Records of Alachua County, Florida.

For informational purposes: A Notice of Environmental Resource Permit is recorded in Official Records Book 4686, Page 2168 of the Public Records of Alachua County, Florida.

Records of the Alachua County Tax Collector show that taxes for tax parcel 03980-021-000 through 2021 have been paid.

Records of the Alachua County Tax Collector show that taxes for tax parcel 03980-022-000 through 2020 have been paid.

Sincerely,



Kelley D. Jones

Exhibit A

A PARCEL OF LAND SITUATED IN SECTIONS 21 AND 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4679, PAGE 1929 THROUGH 1931 AND A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4829, PAGES 679 THROUGH 682 OF THE OFFICIAL RECORDS OF ALACHUA, COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF LOT 171, SAVANNAH STATION - PHASE 2A, UNIT 2, AS SHOWN ON THE PLAT THERE OF RECORDED IN PLAT BOOK 37, PAGES 56 THROUGH 58 OF SAID PUBLIC RECORDS, THENCE NORTH 0°18'58" EAST, ALONG THE EAST LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, DISTANCE OF 807.11 FEET TO THE NORTHEAST CORNER OF LOT 157 OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE NORTH 89°31'17" WEST, ALONG THE NORTH LINE OF SAID LOT 157, A DISTANCE OF 45.12 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE DEPARTING THE NORTH LINE OF SAID LOT 157, NORTH 0°28'43" EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; A DISTANCE OF 145.31 FEET TO THE NORTHEAST CORNER OF A COMMON AREA / OPEN SPACE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2; THENCE DEPARTING THE EASTERLY BOUNDARY LINE OF SAID SAVANNAH STATION - PHASE 2A, UNIT 2, NORTH 41°53'43" EAST, A DISTANCE OF 380.35 FEET; THENCE SOUTH 89°21'23" EAST, A DISTANCE OF 349.75 FEET TO THE TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF N.W. 157TH STREET (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 0°12'50" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 174.61 FEET; THENCE SOUTH 0°32'02" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1088.98 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3312, PAGES 1317 AND 1318; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 89°30'53" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 201.38 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A COMMON AREA / OPEN SPACES OF SAVANNAH STATION - PHASE 2A, UNIT 1, AS SHOWN ON THE PLAT THERE OF RECORDED IN PLAT BOOK 36, PAGES 55 THROUGH 57 OF SAID PUBLIC RECORDS; THENCE NORTH 81°11'45" WEST, ALONG THE NORTH LINE OF SAID COMMON AREA / OPEN SPACE, A DISTANCE OF 15.16 FEET TO THE NORTHEAST CORNER OF LOT 139 OF SAID SAVANNAH STATION - PHASE 2A, UNIT 1; THENCE NORTH 89°40'36" WEST, ALONG THE NORTH LINE OF SAID LOT 139, A DISTANCE OF 158.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°05'33" WEST, 14.07 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 123RD AVENUE, (HAVING A RIGHT OF WAY WIDTH OF 50 FEET); THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT OF WAY LINE OF SAID N.W. 123RD AVENUE THROUGH THE FOLLOWING SIX (6) COURSES: 1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL

ANGLE OF 10°45'47", AN ARC LENGTH OF 14.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 25°34'44" WEST, 21.84 FEET; 2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°47'25", AN ARC LENGTH OF 22.60 FEET; 3) THENCE NORTH 0°18'58" EAST, A DISTANCE OF 21.39 FEET; 4) THENCE NORTH 89°41'02" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 45°17'14" WEST, 35.34 FEET; 5) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31", AN ARC LENGTH OF 39.24 FEET; 6) THENCE NORTH 89°44'31" WEST, A DISTANCE OF 85.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 15.643 ACRES, MORE OR LESS.

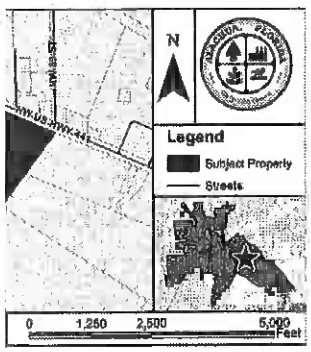
we feel the celebration of police chief for the City

struggles that got us to these achievements."

ity of LACHUA

OF PUBLIC BEFORE THE AND ZONING THE CITY OF A, FLORIDA

the Planning & Zoning Board of d a public hearing on December earing will be held in the James mbers in City Hall, located at Alachua, Florida, to consider the h Wood, of Causseaux, Hewett, and agent for the University of operty owner, for consideration nensive Plan Amendment on a y to amend the Future Land Use rcial (±25.4 acres), Community High Density Residential (±16.1 ty Residential (±102.5 acres) to f land generally located south of ighway 441 and Southern Precast eek Boulevard; consisting of Tax 00. Existing FLUM: Commercial Commercial (±16.3 acres), High acres), and Moderate Density Proposed FLUM: Corporate Park;



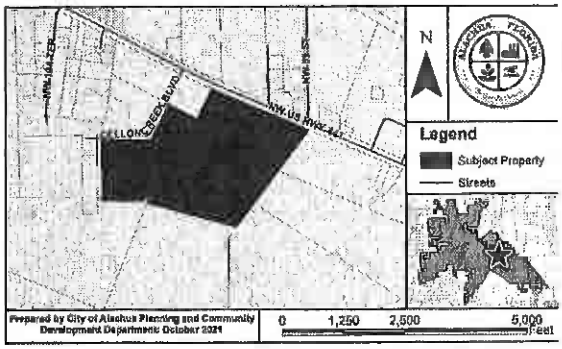
interested parties may appear to the application. Copies of the public inspection at the Planning ment Department, 15100 NW rida, on any regular business day n. to 6:00 p.m. Written comments ent to the following address: City mmunity Development, P.O. Box tice is given pursuant to Section , that, in order to appeal any hearing, you will need a record , for such purpose, you may need cord of the proceedings is made, ny and evidence upon which the accordance with the Americans ersons with a disability requiring in order to participate in this Clerk at (386) 418-6100 x 1501 public hearing.

ty Today - December 02, 2021)

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 December 14, 2021 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Seth Wood, of Causseaux, Hewett, & Walpole, Inc., applicant and agent for the University of Florida Foundation, Inc., property owner, for consideration of a Site-Specific Amendment to the Official Zoning Atlas (Rezoning) to amend the Official Zoning Atlas on a ±160.2 acre subject property from Agricultural (A) to Corporate Park (CP) on a parcel of land generally located south of the intersection of NW US Highway 441 and Southern Precast Drive and east of Cellon Creek Boulevard; consisting of Tax Parcel Number 05949-000-000. Existing FLUM: Commercial (±25.4 acres), Community Commercial (±16.3 acres), High Density Residential (±16.1 acres), and Moderate Density Residential (±102.5 acres); Proposed FLUM: Corporate Park; Existing Zoning: Agricultural (A).



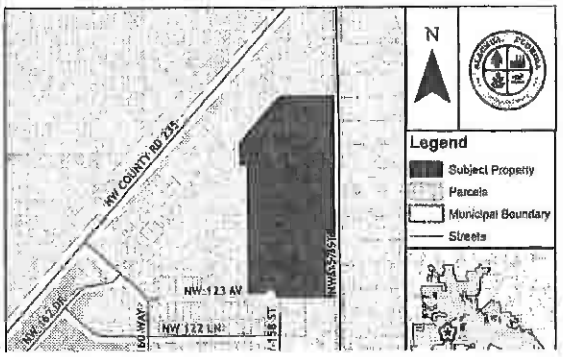
At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the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

(Published: Alachua County Today - December 02, 2021)

City of ALACHUA

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on December 13, 2021, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Aaron Hickman, PSM., of CHW, Inc., applicant and agent, for Fletcher Development, LLC and Gloria's Way, LLC, property owners, for consideration of the Final Plat for Savannah Station Phase 2B. The final plat proposes to subdivide the ±15.64 acre subject property into a total of 64 lots. The subject property is located to the north of Savannah Station Phase I and Pilot Forest subdivisions, west



of the Shady Lane Acres unrecorded survey and Interstate 75, and east of NW County Road 235, consisting of Tax Parcel Number 03980-021-000 and a portion of Tax Parcel Number 03980-022-000; Future Land Use Map (FLUM) Designation: Moderate Density Residential; Zoning: Planned Development – Residential (PD-R).

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

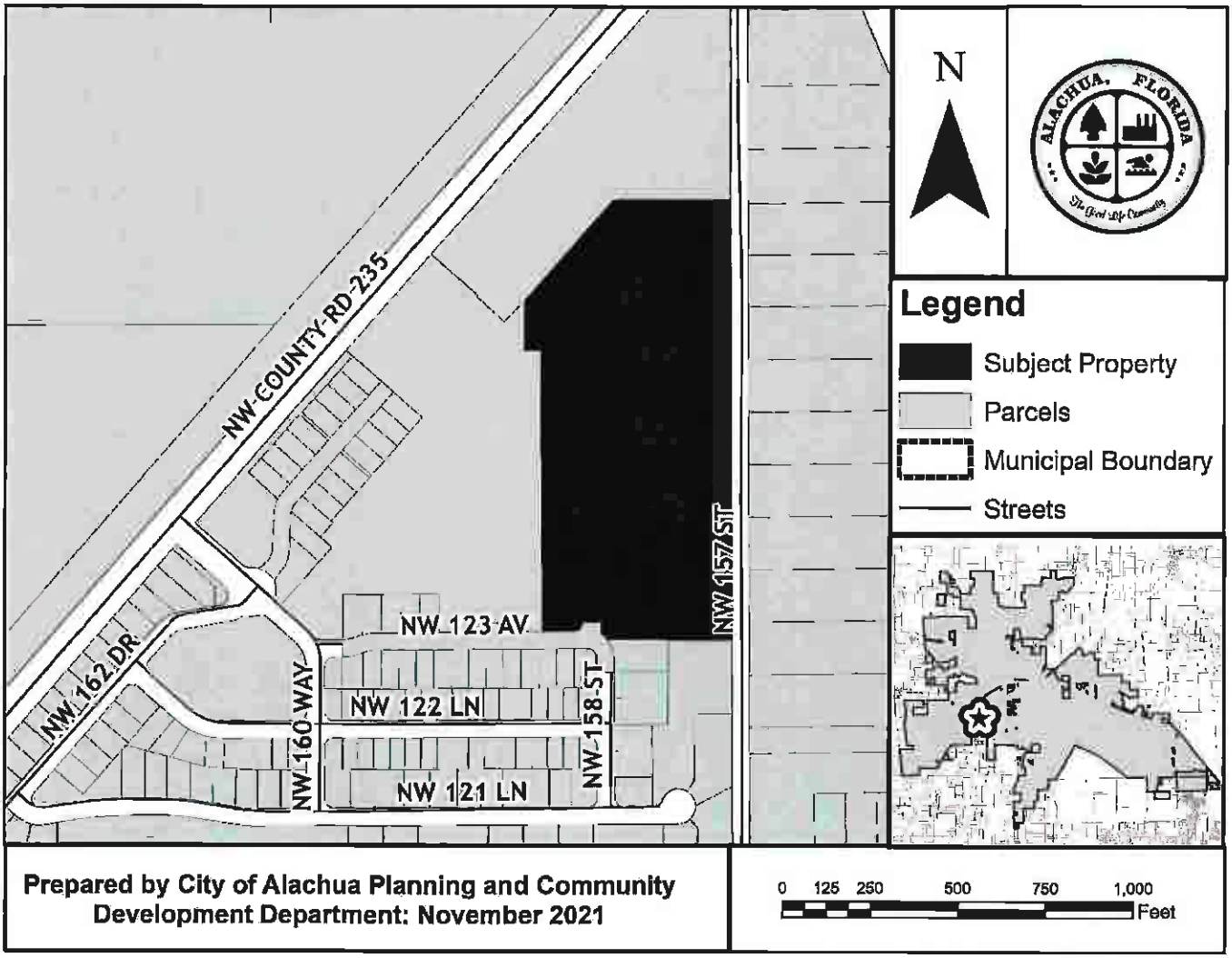
(Published: Alachua County Today - December 02, 2021)

City of ALACHUA
THE GOOD LIFE COMMUNITY

Mailed 11/24/21 KC

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on December 13, 2021, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Aaron Hickman, PSM., of CHW, Inc., applicant and agent, for Fletcher Development, LLC and Gloria's Way, LLC, property owners, for consideration of the Final Plat for Savannah Station Phase 2B. The final plat proposes to subdivide the ±15.64 acre subject property into a total of 64 lots. The subject property is located to the north of Savannah Station Phase I and Pilot Forest subdivisions, west of the Shady Lane Acres unrecorded survey and Interstate 75, and east of NW County Road 235, consisting of Tax Parcel Number 03980-021-000 and a portion of Tax Parcel Number 03980-022-000; Future Land Use Map (FLUM) Designation: Moderate Density Residential; Zoning: Planned Development – Residential (PD-R).



(Continues)

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

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ACEVEDO MICHAEL ANTHONY
PO BOX 2681
ALACHUA, FL 32616

ADAMS HOMES OF NORTHWEST FLORI
3000 GULF BREEZE PARKWAY
GULF BREEZE, FL 32563

ALLIGOOD & BEVILLE
16922 WEST COUNTY ROAD 1491
ALACHUA, FL 32615

ANCTIL PAULINE G
16011 NW 122ND LN
ALACHUA, FL 32615

ANDERSON AMANDA
15984 NW 121ST LN
ALACHUA, FL 32615

ASTETE EDUARDO & LAURA
16157 NW 122ND LN
ALACHUA, FL 32615

ATKINSON CAMERON & SARAH L
12253 NW 158TH ST
ALACHUA, FL 32615

BAUGH SOUTHEAST COOPERATIVE INC
SYSCO CORPORATION
ATTN TAX DEPARTMENT 1390 ENCLAVE
HOUSTON, TX 77077

BLOOM JASON A & SARAH T
15964 NW 121ST LN
ALACHUA, FL 32615

BROCK AMANDA S
24363 NW 188TH AVE.
HIGH SPRINGS, FL 32643

BROWN DONNA
15926 NW 122ND LN
ALACHUA, FL 32615

BURDGE DEAN C & MARIE N
12233 NW 158TH ST
ALACHUA, FL 32615

BURLEY THERESE K
12221 NW 157TH ST
ALACHUA, FL 32615

CADWALLADER & WHITNEY
12434 NW 162ND DR
ALACHUA, FL 32615

CHAPMAN AARON C & RONNICA E
15869 NW 122ND LN
ALACHUA, FL 32615

CLOUTIER KEVIN J & SAMANTHA D
16022 NW 121ST LN
ALACHUA, FL 32615

CORBETT MARY S K
12220 NW 157TH ST
ALACHUA, FL 32615

CORLEY & CORLEY M/C
3150 NW 91ST ST
GAINESVILLE, FL 32606

CRUZ & GARCIA H/W
12282 NW 162ND DR
ALACHUA, FL 32615

CSX TRANSPORTATION INC
500 WATER ST TAX DEPARTMENT J-910
JACKSONVILLE, FL 32202

CURL KENNETH WADE & JACQUELINE
15945 NW 122ND LANE
ALACHUA, FL 32615

DAMPIER BRIAN K & JENNIFER WILLIS
12503 NW 157TH ST
ALACHUA, FL 32615

DILLARD HARRY & JAMIE
16052 NW 121ST LN
ALACHUA, FL 32615

DUNCAN KAYLENE D
15832 NW 122ND LN
ALACHUA, FL 32615

ENTRUST HOLDINGS LLC
4021 A NE 2ND WAY
GAINESVILLE, FL 32609

FISHER RONALD P
12171 NW 158TH ST
ALACHUA, FL 32615

FLETCHER CONSTRUCTION LLC
4510 NW 6TH PL 3RD FLOOR
GAINESVILLE, FL 32607

FLETCHER CONSTRUCTION LLC
4510 NW 6TH PL 3RD FLOOR
GAINESVILLE, FL 32607

FLETCHER DEVELOPMENT LLC
4510 NW 6TH PL 3RD FLOOR
GAINESVILLE, FL 32607

FORTNER SCOTT W & LISA W
15944 NW 121ST LN
ALACHUA, FL 32615

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15905 NW 122ND LN
ALACHUA, FL 32615

GEORGE JESSICA
15924 NW 121ST LN
ALACHUA, FL 32615

GLASS DEBRA LYNN
15975 NW 122ND LN
ALACHUA, FL 32615

HUDSON RANDALL NEIL & BROOKE GAI.
12419 NW 157TH ST
ALACHUA, FL 32615

HUNT ODELL P & RUTHA R
12315 NW 157TH ST
ALACHUA, FL 32615

INFANTINO MICHAEL J & KELLY S
15956 NW 122ND LN
ALACHUA, FL 32615

JASINSKI DREW
6603 SW LUGANA CT
GAINESVILLE, FL 32608

JESSUP WILLIAM J III & SARAH J
12401 NW 157TH ST
ALACHUA, FL 32615

KENNEDY TAYLOR B
15828 NW 121ST LN
ALACHUA, FL 32615

KILGORE & KILGORE
15946 NW 122ND LN
ALACHUA, FL 32615

KUBO KOKI & YADIRA
12252 NW 162ND DR
ALACHUA, FL 32615

LABOY & LABOY
15888 NW 121ST LN
ALACHUA, FL 32615

LUKERT MARK D
15842 NW 122ND LN
ALACHUA, FL 32615

LYONS & SHERIDAN
16082 NW 121ST LN
ALACHUA, FL 32615

MALAVE & TORRES W/H
16030 NW 122ND LN
ALACHUA, FL 32615

MARTINEZ & MARTINEZ
15848 N W121ST LN
ALACHUA, FL 32615

MCGEE HELEN RIVERS
12307 NW 157TH ST
ALACHUA, FL 32615

MCGRAW & MONTANARELLA
16031 NW 122ND LN
ALACHUA, FL 32615

MILNOR KAREN L
16107 NW 122ND LN
ALACHUA, FL 32615

MOHR JENNIFER M
15882 NW 122ND LANE
ALACHUA, FL 32615

MYER DEANNE
16051 NW 122ND LN
ALACHUA, FL 32615

OWENS CATHERINE
15849 NW 122ND LN
ALACHUA, FL 32615

OWLAPOM LLC
18819 NW 72ND AVE
ALACHUA, FL 32615

PARENT KAREN H
16177 NW 122ND LN
ALACHUA, FL 32615

PATTERSON DAKOTA RENE
16050 NW 122ND LN
ALACHUA, FL 32615

PENDLETON & TREWEEK
15710 NW 121ST LN
ALACHUA, FL 32615

PERRY DAVID C
15993 NW 122ND LN
ALACHUA, FL 32615

PERRY LAURA
15906 NW 122ND LN
ALACHUA, FL 32615

PUCKETT ANDREW
15862 NW 122ND LN
ALACHUA, FL 32615

RAIFORD GEORGE
16070 NW 122ND LN
ALACHUA, FL 32615

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RASSEL ROBERT O & MARGARET L
16091 NW 122ND LN
ALACHUA, FL 32615

REYES VICTOR
15740 NW 121ST LN
ALACHUA, FL 32615

ROWE JULIUS & CHRISTINA
16127 NW 122ND LN
ALACHUA, FL 32615

SALAMON JUDY
15889 NW 122ND LN
ALACHUA, FL 32615

SANDERSON BILL V & KIMBERLY L
12517 NW 157TH ST
ALACHUA, FL 32615

SAVANNAH STATION
4510 NW 6TH PLACE 3RD FLOOR
GAINESVILLE, FL 32607

SILVA CLAUDIA ELIZA
15819 NW 122ND LN
ALACHUA, FL 32615

SOUTHWELL RYAN P
12273 NW 158TH ST
ALACHUA, FL 32615

SYER SARADIYA
PO BOX 571
ALACHUA, FL 32616

TARA VILLAGE HOMEOWNERS ASSOCI/
7717 NW 20TH LN
GAINESVILLE, FL 32605

TARA VILLAGE INC
7717 NW 20TH LN
GAINESVILLE, FL 32605

THAO & WOOD W/H
15839 NW 122ND LN
ALACHUA, FL 32615

THOMPSON REBECCA W LIFE ESTATE
15925 NW 122ND LN
ALACHUA, FL 32615

TURNER JACQUELYN
16090 NW 122ND LN LOT 106
ALACHUA, FL 32615

WACO OF ALABAMA INC
PO BOX 6937
JACKSONVILLE, FL 32236

WACO PROPERTIES INC
569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205

WALKER & WALKER
15868 NW 121ST LN
ALACHUA, FL 32615

WALLACH MELISSA M
15996 NW 122ND LN
ALACHUA, FL 32615

WEBER & WEIST
12272 NW 162ND DR
ALACHUA, FL 32615

WHITE BRENDA
15976 NW 122ND LN
ALACHUA, FL 32615

WILLIAMS CHAD OWEN & LILIA AGUIRR
2509 REBECCA DR
PINOLE, CA 94564

WILLOUGHBY LEE K
16147 NW 122ND LANE
ALACHUA, FL 32615

WINSOR PARK 1014 LLC
2088 JACKSON RIDGE COVE
KENNESAW, GA 30144

ZDZIARSKI CHERI L
15852 NW 122ND LN
ALACHUA, FL 32615

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Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

Dan Rhine
288 Turkey Creek
Alachua, FL 32615

Tom Gorman
9210 NW 59th Street
Alachua, FL 32653

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

Peggy Arnold
410 Turkey Creek
Alachua, FL 32615

David Forest
23 Turkey Creek
Alachua, FL 32615

President
TCMOA
1000 Turkey Creek
Alachua, FL 32615

Linda Dixon, AICP
PO Box 115050
Gainesville, FL 32611

Craig Parenteau
FDEP
4801 Camp Ranch Road
Gainesville, FL 32641

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

Lynn Coullias
7406 NW 126th Ave
Alachua, FL 32615

Lynda Coon
7216 NW 126 Avenue
Alachua, FL 32615

Tamara Robbins
PO Box 2317
Alachua, FL 32616

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

Bonnie Flynn
16801 NW 166th Drive
Alachua, FL 32615

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

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

Shasta Schaellhorn
15907 NW 188th St
Alachua, FL 32615

AFFIDAVIT FOR POSTED LAND USE SIGN

I Seth Wood, POSTED THE LAND USE
(Name)
SIGN ON 11/30/21 FOR THE Savannah Station, Phase 2B Final Plat
(Date) (State type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.

(Signature)

Six (6)
(Number of signs)

Commission Agenda Item

MEETING DATE: 12/13/2021
SUBJECT: RFB 2022-01 Mowing and Landscaping Services for Municipal Complex/ Swick House, Skinner Park/Alachua Lions Club & TK Basin
PREPARED BY: Donna Smith, Purchasing Coordinator

RECOMMENDED ACTION:
1) Accept the Bid from SAS Lawncare, Inc. for the Mowing and Landscaping Services for Municipal Complex/Swick House & TK Basin.
2) Accept the Bid from Royal Grounds Solutions, LLC for the Mowing and Landscaping Services for Skinner Field/Lions Club.
3) Authorize the City Manager to enter into a Contracts with SAS Lawncare, Inc. and Royal Grounds Solutions, LLC to complete services requested under the provisions of RFB 2022-01.

Summary

On October 20, 2021, the City solicited formal bids from qualified vendors to furnish labor, fuel, materials, tools and equipment & costs to provide annual mowing and landscaping services for the Municipal Complex/Swick House, Skinner Park/Alachua Lions Club & TK Basin.

The City held a Mandatory Pre-Bid Meeting on October 27, 2021, 8:00 AM with four (4) participating vendors.

The City received four (4) bids in response to RFB 2022-01 and all bids qualified. Bids were received from:

- **Premier Lawn Care FL, LLC** - Municipal Complex/Swick House $2,850.00; Skinner Park/Lions Club $1,325.00; TK Basin $1,150.00 totaling $5,325.00 monthly;
- **Green Chief Lawn Services, LLC** - Municipal Complex/Swick House $2,644.17; Skinner Park/Lions Club $1,425.00; TK Basin $2,691.67 totaling $6,760.84 monthly;
- **SAS LawnCare, Inc. -** Municipal Complex/Swick House $2,500.00; Skinner Park/Lions Club $1,500.00; TK Basin $1,000.00 totaling $5,000.00 monthly; and,
- **Royal Grounds Solutions, LLC** - Municipal ComplexSwick House $3,200.00; Skinner Park/Lions Club $1,000.00; TK Basin $1,650.00 totaling $5,850.00 monthly.

Staff recommends awarding the Municipal Complex/Swick House and TK Basin portions of RFB 2022-01 to SAS Lawncare, Inc. totaling $3,500.00 monthly and recommends awarding the Skinner Park/Lions Club portion of RFB 2022-01 to Royal Grounds Solutions, LLC totaling $1,000.00 monthly.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT: $54,000.00

FUNDING SOURCE: General Fund, Community Redevelopment Trust Fund

COMMISSION GOALS:
Community Enhancement

ATTACHMENTS:

Description

- RFB 2022-01 Bid Forms

EXHIBIT B
Page 1 of 2

BID FORM

Provide bid costs for each item listed below. Bidder is directed to include all costs to complete the work in the bids for the items listed. No additional compensation will be provided to complete the work. Annual cost shall be totaled and billed monthly in twelve (12) equal payments.

Contractor shall provide a BASE BID in the format shown below. This price structure includes all materials, labor & equipment to provide general lawn and landscaping maintenance:

1. Municipal Complex/Swick House (Map 1) — $2850.00 monthly
2. Skinner Park/Lions Club (Map 2) — $1325.00 monthly
3. TK Basin Stormwater Retention Pond (Map 3) — $1150.00 monthly

TOTAL COST: (sum Items 1-3): $5325.00 monthly

Premier Lawn Care FL LLC
19709 NW 230TH St.
High Springs / Fl. 32643
352.284.9512

11/9/21
Dennis Herring
President

BIDDER #1
PREMIER LAWN CARE FL, LLC

CERTIFIED EQUIPMENT LIST

Bidder certifies it has on hand or will acquire before contract execution, adequate equipment and personnel to perform the contract requirements. Such equipment must include but not be limited to:

1. Transport Vehicle and Trailers
2. Mowers
3. Billy Goat or Equivalent Vacuum System
4. String Trimmers
5. Blowers
6. Ladders
7. Hedge Trimmers
8. Edgers
9. Chain Saws
10. Tree Pruning Equipment
11. Sprinkler Repair Equipment

Addenda

Bidder must acknowledge receipt, by the number and date of all addenda published by the City as part of this bid. See Section 6.

Addenda No.	Date

Authorized Signature

Name of Firm: Premier Lawn Care FL LLC
Name of Authorized Representative: Dennis Herring
Title of Authorized Representative: President
Signature of Authorized Representative:

BID FORM

Provide bid costs for each item listed below. Bidder is directed to include all costs to complete the work in the bids for the items listed. No additional compensation will be provided to complete the work. Annual cost shall be totaled and billed monthly in twelve (12) equal payments.

Contractor shall provide a BASE BID in the format shown below. This price structure includes all materials, labor & equipment to provide general lawn and landscaping maintenance:

1. Municipal Complex/Swick House (Map 1) — $2644.17 monthly
2. Skinner Park/Lions Club (Map 2) — $ 1425 monthly
3. TK Basin Stormwater Retention Pond (Map 3) — $ 691.67 monthly

TOTAL COST: (sum Items 1-3): $6760.84 monthly

BIDDER #2
GREEN CHIEF LAWN SERVICES, LLC

CERTIFIED EQUIPMENT LIST

Bidder certifies it has on hand or will acquire before contract execution, adequate equipment and personnel to perform the contract requirements. Such equipment must include but not be limited to:

1. Transport Vehicle and Trailers
2. Mowers
3. Billy Goat or Equivalent Vacuum System
4. String Trimmers
5. Blowers
6. Ladders
7. Hedge Trimmers
8. Edgers
9. Chain Saws
10. Tree Pruning Equipment
11. Sprinkler Repair Equipment

Addenda

Bidder must acknowledge receipt, by the number and date of all addenda published by the City as part of this bid. See Section 6.

Addenda No.	Date

Authorized Signature

Name of Firm: Green Chief Lawn Services, LLC
Name of Authorized Representative: Darrell Powell
Title of Authorized Representative: Owner
Signature of Authorized Representative:

BID FORM

Provide bid costs for each item listed below. Bidder is directed to include all costs to complete the work in the bids for the items listed. No additional compensation will be provided to complete the work. Annual cost shall be totaled and billed monthly in twelve (12) equal payments.

Contractor shall provide a BASE BID in the format shown below. This price structure includes all materials, labor & equipment to provide general lawn and landscaping maintenance:

1. Municipal Complex/Swick House (Map 1) — $ 2500 monthly
2. Skinner Park/Lions Club (Map 2) — $ 1500 monthly
3. TK Basin Stormwater Retention Pond (Map 3) — $ 1000 monthly

TOTAL COST: (sum Items 1-3): $ 5000 monthly

BIDDER #3
SAS LAWNCARE, INC.

CERTIFIED EQUIPMENT LIST

Bidder certifies it has on hand or will acquire before contract execution, adequate equipment and personnel to perform the contract requirements. Such equipment must include but not be limited to:

1. Transport Vehicle and Trailers
2. Mowers
3. Billy Goat or Equivalent Vacuum System
4. String Trimmers
5. Blowers
6. Ladders
7. Hedge Trimmers
8. Edgers
9. Chain Saws
10. Tree Pruning Equipment
11. Sprinkler Repair Equipment

Addenda

Bidder must acknowledge receipt, by the number and date of all addenda published by the City as part of this bid. See Section 6.

Addenda No.	Date

Authorized Signature

Name of Firm: SAS Lawncare Inc
Name of Authorized Representative: Stuart Smith
Title of Authorized Representative: Lawn care manager
Signature of Authorized Representative:

EXHIBIT B
Page 1 of 2

BID FORM

Provide bid costs for each item listed below. Bidder is directed to include all costs to complete the work in the bids for the items listed. No additional compensation will be provided to complete the work. Annual cost shall be totaled and billed monthly in twelve (12) equal payments.

Contractor shall provide a BASE BID in the format shown below. This price structure includes all materials, labor & equipment to provide general lawn and landscaping maintenance:

1. Municipal Complex/Swick House (Map 1) — $3,200 monthly
2. Skinner Park/Lions Club (Map 2) — $1,000 monthly
3. TK Basin Stormwater Retention Pond (Map 3) — $1,650 monthly

TOTAL COST: (sum Items 1-3): $5,850 monthly

BIDDER #4
ROYAL GROUNDS SOLUTIONS, LLC

CERTIFIED EQUIPMENT LIST

Bidder certifies it has on hand or will acquire before contract execution, adequate equipment and personnel to perform the contract requirements. Such equipment must include but not be limited to:

1. Transport Vehicle and Trailers
2. Mowers
3. Billy Goat or Equivalent Vacuum System
4. String Trimmers
5. Blowers
6. Ladders
7. Hedge Trimmers
8. Edgers
9. Chain Saws
10. Tree Pruning Equipment
11. Sprinkler Repair Equipment

Addenda

Bidder must acknowledge receipt, by the number and date of all addenda published by the City as part of this bid. See Section 6.

Addenda No.	Date

Authorized Signature

Name of Firm: Royal Grounds Solutions LLC
Name of Authorized Representative: A.J. King
Title of Authorized Representative: owner
Signature of Authorized Representative: AJ

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 12/13/2021
SUBJECT: Baywood Centre Lot 3 Final Plat: Acceptance of Maintenance Bond and Release of Common Law Performance Bond
PREPARED BY: Adam Hall, AICP, Principal Planner

RECOMMENDED ACTION:
Staff recommends that the City Commission:

1. Accept the common law maintenance bond in the amount of $13,895.00 as surety for the 1 year maintenance period; and,
2. Release the common law performance bond in the amount of $166,740.00.

Summary

On February 22, 2021 the City Commission entered into a Subdviders Agreement with VRE Alachua, LLC related to the final plat of Lot 3 of the Baywood Centre Subdivision. As part of this agreement, a common law performance bond in the amount of $166,740 was accepted as surety for the construction of certain infrastructure improvements on the subject property.

Paragraph 9b of the Subdividers agreement requires that after the completion of the infrastructure, a surety instrument in the amount of 10% of the certified actual costs of construction be provided to the City that covers the 1 year warranty period for the provided infrastructure. VRE Alachua, LLC has provided a common law maintenance bond in the amount of $13,895.00 that represents 10% of the actual certified construction costs for the infrastructure covered by the agreement.

City of Alachua Public Services Department and the Planning and Community Development Department have inspected the improvements for conformance with the applicable construction drawings, and all comments have been addressed. The City will not accept the infrastructure after the 1 year maintenance period as the improvement is a private street.

ATTACHMENTS:

Description

- Recorded Subdividers Agreement
- Common Law Maintenance Bond
- Cost of Construction

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3319761 18 PG(S)
3/1/2021 12:07 PM
BOOK 4863 PAGE 1926
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 998647
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.00
Intang. Tax: $0.00

SUBDIVIDERS AGREEMENT FOR BAYWOOD CENTRE LOT 3

THIS SUBDIVIDERS AGREEMENT for Baywood Centre Lot 3 (the "Agreement") is made this 22nd day of February, 2021.

BETWEEN

DEVELOPER: VRE Alachua, LLC
A Foreign Limited Liability Company (the "Developer")
Whose address is: 1211 S. White Chapel Blvd.
Southlake, TX. 76092

AND

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

RECITALS:

WHEREAS, the Developer is developing a commercial subdivision in the City known as Baywood Centre Lot 3 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Baywood Centre Lot 3 as set forth in Plat Book 37 page 50 of the Public Records of Alachua County (the "Plat"), attached hereto as Exhibit "B";

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

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

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

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

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

1. **Recitals:** The above recitals are true and correct and are incorporated as material terms and conditions of this Agreement by reference.

2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.

3. **Construction:** The Developer shall construct, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the construction plans, prepared by the Developer's design engineer (the "Plans") which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs (the "Improvements"). Developer agrees to proceed with the construction of the Improvements for the Project in a reasonably diligent manner and shall complete all Improvements on or before 180 days after receipt of all permits for construction.

4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer.

5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It is the Developer's sole responsibility to comply with these fire flow standards. Nothing in this Agreement, in the Plans, or the Certificate of Concurrency Compliance for the Project, attached hereto as Exhibit "C" in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.

6. **No Conveyance of Improvements:** All improvements including roadways, streetlights, sidewalks, and easements as reflected on the plat and Construction Plans are private improvements and shall not be maintained or repaired by the City of Alachua. The developer hereby agrees to maintain and repair all improvements in perpetuity.

7. **Compliance:** The Developer warrants that it will construct all of the Improvements in accordance with the approved Construction Plans and plat for the Project, City's LDRs, and all other local regulations and ordinances, laws, rules, and regulations.

8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within one (1) business day of the recording of the Plat. The

City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat for the Project. The Developer shall pay all costs associated with the recording of this Agreement. The failure of the Developer to record the Plat within 45 days of its approval by the Commission shall render the Plat null and void.

9. **Surety Devices:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, as follows:

   a. As a condition precedent to the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide the City with a Common Law Performance Bond in a form acceptable to the City in the amount of $166,740 (120% of the Estimated Probable Costs a copy of which is attached as Exhibit "D") as the guarantee of the Developer's satisfactory construction of all of the Improvements required for the Project.
   b. Upon the Developer's completion of the Improvements and the City's approval (but not acceptance) of the completed Improvements, the compliance with the provisions in subparagraph a. above, and the Developer providing a maintenance surety instrument in a form acceptable to the City in the amount of 10% of the certified actual cost of construction of the Improvements, the City will return the original Common Law Performance Bond to the Developer, less any claims made on it by the City to complete any Improvements.

10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, the Developer may commence construction of the Improvements. Construction shall be completed on or before 180 days after receipt of all permits for construction. During the construction period, the Project's Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:

    a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
    b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
    c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
    d. Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
    e. Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
    f. Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; asphalt inspections at the beginning of

operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement.

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

Upon completion of the Improvements, the Developer shall have the Project's Engineer of Record or the Professional Engineer performing the inspection services conduct a final inspection and compile a final punch list. Upon the Project's Engineer of Record or the Professional Engineer performing the inspection services providing a final report to the Developer and the City indicating that all of the deficiencies noted in any inspection report and on the final punch list have been completed and the Improvements are in working order and in accordance with the Plans and LDRs, the LDR Administrator or designee shall thereafter perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within 60 days of receipt of the final report. Upon completion of any and all repairs and a certification by the Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this Section that the Improvements have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Project's Engineer of Record or the Professional Engineer performing the inspection services shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide a surety instrument in a form acceptable to the City in the amount of 10% of the certified cost of actual construction of the Improvement as the one year maintenance surety to the City as set forth in Paragraphs 9.b. above and 12 and 13 below.

11. **No Final Inspections or Occupancy**: In the event the Developer conveys any interest, legal or equitable, to any property in the Project, notice is given that the City shall not conduct a final inspection on any building nor will the City provide permanent City utility services until the Improvements required in this Agreement have been approved in accordance with this Agreement. Developer agrees that there is no reasonable business backed expectation that any purchasers of lots or buildings will be able to occupy buildings in the Project until this approval has occurred.

12. **Warranty Period**: The Developer warrants all Improvements for the Project for a period of one year from the City's approval, other than routine maintenance. Should the City, in the City's sole discretion, deem repairs are needed to the Improvements, the City shall provide notice to the Developer and the repairs shall be made within two weeks of written notice. In the event the Project's Engineer of Record determines that

a requested repair will take more than two weeks to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one year warranty period. The warranty period shall be extended until the completion of all requested repairs. If the Developer does not complete the repairs within two weeks from the notice, it shall constitute a breach of this Agreement.

13. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the Improvements shall in no case bind the City to accept the Improvements for public maintenance or operation until the Public Services Director has approved the Improvements to be constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulation and the City Commission has accepted the Improvements. Within 60 days of the Public Services Director's approval, the City will return the balance of the maintenance surety instrument for the Improvements to the Developer, less any claims made on it by the City to complete any Improvements. The maintenance of the stormwater management system shall be the responsibility of the Developer.

14. **Non-Interest Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest bearing bank account.

15. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".

16. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.

17. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

18. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its

City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

19. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.

20. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 23 below.

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

22. **Developer's Default:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on any common law performance bond or other surety device provided by Developer hereunder, and have any other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.

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

City:	City of Alachua **Attn: City Manager / LDR Administrator**
Via Hand Delivery:	15100 NW 142nd Terrace Alachua, FL, 32615
Via U.S. Mail:	Post Office Box 9 Alachua, FL 32616
Developer:	VRE Alachua, LLC 201 St. Joseph Street Suite 200 New Orleans, LA 70130

24. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.

25. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

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

27. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.

28. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.

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

30. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement.

31. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

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

33. **Time of Essence:** Time is of the essence in complying with the terms of this Agreement.

34. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.

35. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.

36. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

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

Attest:

Adam Boukari, City Manager/Clerk

CITY OF ALACHUA

By: _____

Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me, **by means of □ physical presence or □ online notarization,** this 22 day of February, 2021, by GIB COERPER, who is (personally known to me) OR (who has produced _____ as identification) and who took an oath.

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

[Affix Seal]

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

Approved as to form:

Marian B. Rush, City Attorney

Witnesses:

DEVELOPER: VRE Alachua, LLC

Sherrie Walker

By: B. Jason Keen, Manager

Julia Perez

STATE OF Texas
COUNTY OF Tarrant

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 12th day of February, 2021, by B. JASON KEEN, who is (personally known to me) OR (who has produced _____ as identification) and who took an oath.

Notary Public Lori Moreland
Commission No.: 13265771-1
Expiration: [SEAL]

LORI MORELAND
Notary Public
STATE OF TEXAS
NOTARY ID# 13265771-1
My Comm. Exp. September 3, 2024

Baywood Centre Lot 3 Final Plat - Exhibit A

Legal Description for *Quick Serve Restaurant - Alachua*

Parcel ID: 03067-601-003

Lot 3, BAYWOOD CENTRE, according to the map or plat thereof, as recorded in Plat Book 28, Page 91, of the Public Records of Alachua County, Florida.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the Private Ingress and Egress and P.U. Easement as shown on the Plat of BAYWOOD CENTRE, according to the thereof, as recorded in Plat Book 28, Page 91, of the Public Records of Alachua County, Florida.

Containing 1.15 acres more or less.

3319761 Page 11 of 18

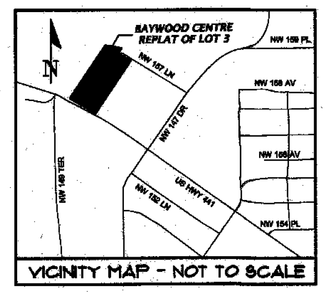
Baywood Centre Lot 3 Final Plat - Exhibit B

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

PLAT BOOK 37, PAGE 50
SHEET ONE OF ONE

BAYWOOD CENTRE - REPLAT OF LOT 3

LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST AND IN THE NORTHEASTER QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



DESCRIPTION:

LOT 3, BAYWOOD CENTRE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK "28", PAGE 91, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

SURVEYOR'S NOTES:

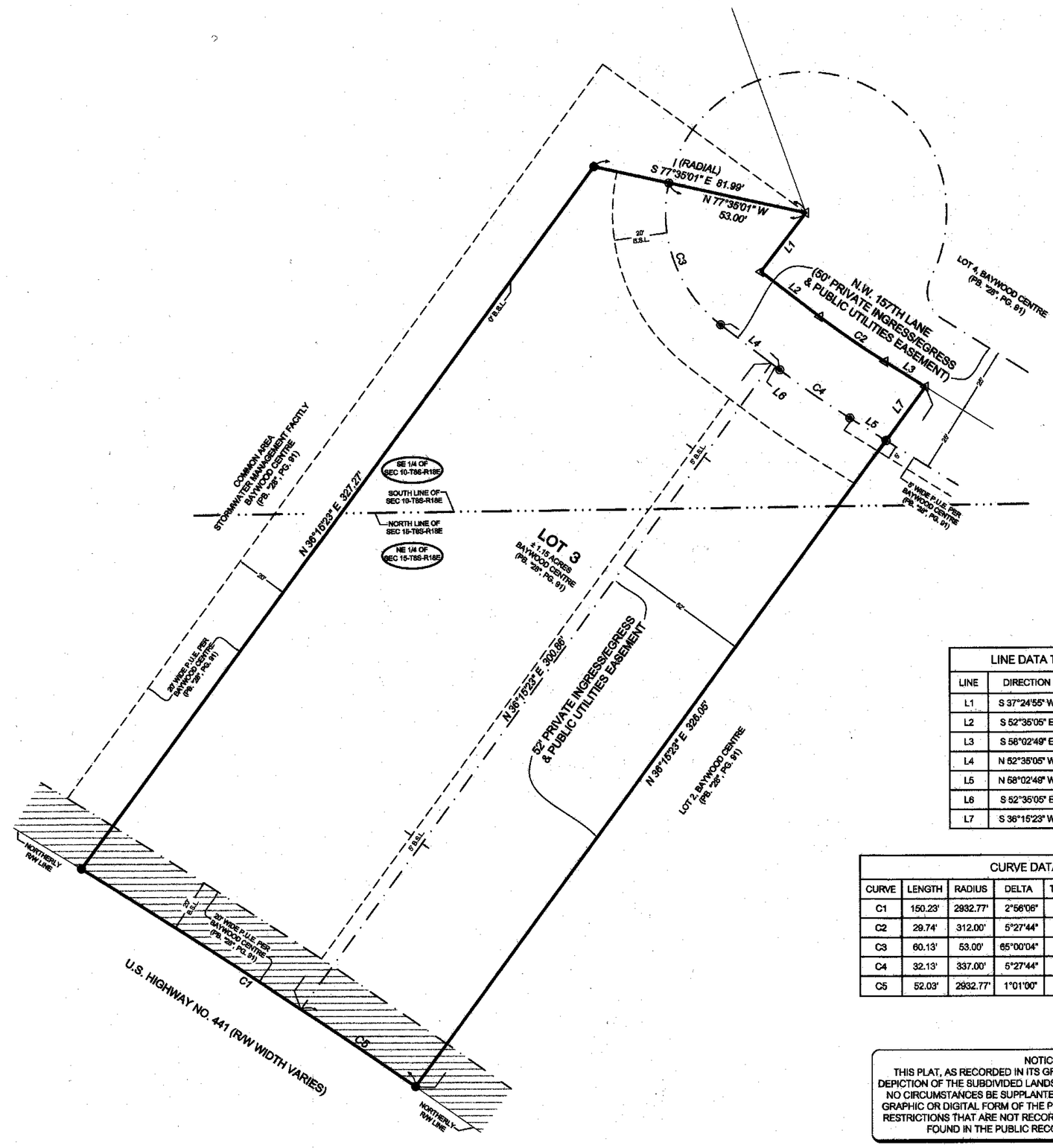
1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF BAYWOOD CENTRE, AS RECORDED IN PLAT BOOK "28", PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. SYMBOLS SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
3. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
4. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1:10,000.
5. THE PURPOSE OF THIS REPLAT IS TO ADD THE 52' PRIVATE INGRESS/EGRESS AND PUBLIC UTILITIES EASEMENT AS SHOWN HEREON.
6. MONUMENTATION SHOWN HEREON IS BASED ON A PREVIOUS SURVEY PERFORMED BY THIS SURVEYOR.
7. BUILDING SETBACK REQUIREMENTS (MINIMUM) UNLESS OTHERWISE SHOWN:

PRIMARY BUILDING:	
FRONT	20' (OFF OF EXISTING PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT)
SIDE	0'
REAR	20'

8. LOT 3 IS SUBJECT TO COVENANTS AND RESTRICTIONS, AS ESTABLISHED BY BAYWOOD CENTRE SUBDIVISION MASTER ASSOCIATION.
9. THE 52' PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT WILL BE MAINTAINED BY BAYWOOD CENTRE SUBDIVISION MASTER ASSOCIATION BY SEPARATE INSTRUMENT.
10. NW 157TH LANE, AN EXISTING 50' PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT, BEING MAINTAINED BY BAYWOOD CENTRE SUBDIVISION MASTER ASSOCIATION.

FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA F.I.R.M. PANEL NO. 140 OF 540, COMMUNITY PANEL NO. "12060E4 0140D, EFFECTIVE DATE: JUNE 16, 2006.



LEGEND:

△ = FOUND NAIL AND DISK (CHW LB 5075), REPLACED WITH DISK STAMPED "PRM LB 5075"
● = FOUND 5/8" STEEL ROD & CAP (LB 5075)
● = FOUND 5/8" STEEL ROD & CAP (LB 5075), REPLACED WITH 5/8" STEEL REBAR & CAP STAMPED "PRM LB 5075"

B.S.L. = BUILDING SETBACK LINES
P.U.E. = PUBLIC UTILITY EASEMENT
S.F. = SQUARE FOOT
PB. = PLAT BOOK
PG. = PAGE
R/W = RIGHT OF WAY

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	S 37°24'55" W	28.00'
L2	S 52°35'05" E	28.00'
L3	S 58°02'49" E	17.91'
L4	N 52°35'05" W	28.00'
L5	N 58°02'49" W	16.03'
L6	S 52°35'05" E	3.91'
L7	S 36°15'23" W	25.07'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	150.23'	2932.77'	2°56'06"	75.13'	150.21'	N 58°48'48" W
C2	29.74'	312.00'	5°27'44"	14.86'	29.73'	S 55°18'57" E
C3	60.13'	53.00'	65°00'04"	33.77'	56.95'	S 20°05'03" E
C4	32.13'	337.00'	5°27'44"	16.08'	32.12'	S 55°18'57" E
C5	52.03'	2932.77'	1°01'00"	26.02'	52.03'	N 55°49'15" W

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

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

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3319195 1 PG(S)
February 25, 2021 03:08:10 PM
Book 37 Page 50
J.K. JESS IRBY, ESQ. Clerk Of Court
ALACHUA COUNTY, Florida

OWNER'S CERTIFICATION AND DEDICATION

VRE ALACHUA, LLC, A TEXAS LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "BAYWOOD CENTRE - REPLAT OF LOT 3", AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THE 52' PRIVATE INGRESS/EGRESS EASEMENT WILL BE MAINTAINED BY THE BAYWOOD SUBDIVISION MASTER ASSOCIATION.

Andrew L. Richards
WITNESS

B. JASON KEEN, MANAGER
VRE ALACHUA, LLC
1211 S. WHITE CHAPEL BLVD.
SOUTHLAKE, TX 76092

WITNESS

ACKNOWLEDGEMENT (STATE OF TEXAS, COUNTY OF TARRANT)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, JASON B. KEEN, WHO WAS DULY SWORN AND WHO FURNISHED A TEXAS DRIVER'S LICENSE AS IDENTIFICATION AND WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE USE AND PURPOSE HEREIN EXPRESSED, AND DID TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS 22 DAY OF JANUARY A.D. 2021.

Lori Moreland
NOTARY PUBLIC-STATE OF TEXAS

COMMISSION EXPIRES: Sept. 3, 2024

COMMISSION NO.:

LORI MORELAND
Notary Public
STATE OF TEXAS
NOTARY ID# 132057771-1
My Comm. Exp. September 6, 2024

MORTGAGEE'S APPROVAL

FIRSTAR BANK, HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 4851, PAGE 1288 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

WITNESS

BY:
RYAN YATES, SENIOR VICE PRESIDENT

WITNESS

ACKNOWLEDGEMENT (STATE OF OKLAHOMA, COUNTY OF TULSA)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS 25th DAY OF January A.D. 2021

NOTARY PUBLIC-STATE OF FLORIDA

COMMISSION EXPIRES: 1-22-24

COMMISSION NO.: 99019913

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR AND MAPPER

THIS IS TO CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO PART 1 OF CHAPTER 177, FLORIDA STATUTES, BUT HAVE NOT VERIFIED THE SURVEY DATA.

2-11-2021
EXAMINED ON

Trey Wright TREY WRIGHT
APPROVED BY (PROFESSIONAL SURVEYOR AND MAPPER)

TREY WRIGHT No. 7210 STATE OF FLORIDA Professional Surveyor and Mapper

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

THIS IS TO CERTIFY THAT ON 02/22/2021 THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

MAYOR

ATTEST:
CITY MANAGER

FILED FOR RECORD ON

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

2/22/2021
EXAMINED ON

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:

Marian B. Rush
CITY ATTORNEY

CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT

N/A
EXAMINED ON

AND APPROVED BY:

N/A
COUNTY HEALTH DEPARTMENT

RECEIVED & FILED

RECEIVED AND FILED FOR RECORD ON THIS 25th DAY OF Feb A.D. 2021

J.K. Jess Irby, Esq
CLERK OF THE COURT

BY DATE Feb 25, 2021

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "BAYWOOD CENTRE - REPLAT OF LOT 3", WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

1/12/2021
DATE

AARON H. HICKMAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6791

Task: Aaron Plot Date: Jan 22,2021 9:26am Filename: H:\2020\20-0917\Department\01_Survey\DWG\20-0917 BAYWOOD CENTRE REPLAT OF LOT 3.dwg

CERTIFICATE OF CONCURRENCY COMPLIANCE FOR BAYWOOD CENTRE LOT 3 REPLAT

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to VRE Alachua, LLC a Florida Corporation ("Developer") by CITY OF ALACHUA, FLORIDA ("City") this 22nd day of February, 2021.

RECITALS

WHEREAS, the developer is developing a commercial subdivision in the CITY known as BAYWOOD CENTRE LOT 3 REPLAT (the "Project"), legally described in attached Exhibit "A";

WHEREAS, the DEVELOPER has secured a Subdividers Agreement for Baywood Centre Lot 3 Replat from the City for the Project as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of a certificates of concurrency compliance by the City as to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, or recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have one or more of the following land development permits in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Commercial Intensive ("CI");

WHEREAS, the Project has an approved preliminary plat approval for the replat of one lot of a commercial subdivision;

WHEREAS, the Project is now ready to proceed to Final Plat;

WHEREAS, the Developer intends to immediately initiate construction on Baywood Centre Lot 3 Replat;

WHEREAS, the Developer of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges as those fees exist prior to the final inspection of each building;

WHEREAS, the Developer of the Project further agrees to submit payment for water connection fees for the Project as determined by the City's Capital Facilities charges exist prior to the final inspection of each building; and

WHEREAS, the City has determined that adequate water and wastewater capacity exists to serve Baywood Centre Lot 3 Replat; and,

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

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

WHEREAS, the Developer acknowledges that this Certificate constitutes a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer has no claim for monetary damages against the City in the event of any dispute regarding this Agreement, Developer's sole remedy for any dispute in any way relating to this Certificate is an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed to as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING RECITALS, findings of fact and conclusion of law, the City issues this Certificate of Concurrency subject to the following conditions of issuance:

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

2. The City will reserve 1,544 gallons per day (15 square feet per seat in dining area (1, 158 square feet) x 20 gpd per seat) of wastewater capacity for the anticipated development of a quick service restaurant. This capacity reservation is intended solely for commercial uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and subdividers agreement, on file with the City.

3. The City will reserve 1,544 gallons per day (15 square feet per seat in dining area (1, 158 square feet) x 20 gpd per seat) of water capacity for the anticipated development of a quick service restaurant as defined by applicable development permits including but not limited to, construction plans and subdividers agreement, on file with the City.

4. The City will reserve the following trips of traffic capacity for the anticipated development of a quick service restaurant as defined by applicable development permits, including construction plans and subdividers agreement, on file with the City: 459 Average Annual Daily Trips ("AADT") and 31 Peak Hour Trips along US HWY 441 from SR235 to I-75); 46 AADT and 3 Peak Hour Trips along SR

235 (from US 441 to North City Limits).

5. The City will reserve 4.23 tons per year (12 lbs per 1,000 square feet per day x 1.93 x 365/ 2,000) of solid waste capacity for the 84 units proposed the anticipated development of a quick service restaurant as defined by applicable development permits on file, including but not limited to, construction plans and subdividers agreement, on file with the City.

6. This Certificate shall remain in effect for a period of one hundred and eighty days (180) from the date of the approval of the Subdividers Agreement between the parties hereto ("Subdividers Agreement") by the City Commission of the City of Alachua.

7. It is the intent of the City and Developer that this Certificate be incorporated into and considered a part of the Subdivider's Agreement executed by the Developer and City for the Project dated the 30th day of November, 2020. Failure to comply with the term of that Subdivider's Agreement shall result in the termination of the reservations in this Certificate.

8. This Certificate shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this 22 day of November, 2020, and is subject to the terms and findings as stated herein.

Attest: CITY OF ALACHUA

Adam Boukari, City Manager/ City Clerk

By: _____
The Hon. Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING Certificate of Concurrency Compliance for Baywood Centre Lot 3 Replat was acknowledged before me this 22 day of February, 2021, by Gib Coerper, who is personally known to me or who produced _____ as identification.

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

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

Approved as to form:

Marian B. Rush, City Attorney

Baywood Centre Lot 3 Final Plat - Exhibit C

Witnesses:

DEVELOPER: VRE Alachua, LLC

By: _____
Jason Keen, Manager

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 12th day of February, 2021, by B. JASON KEEN, who is (personally known to me) OR (who has produced _____ as identification) and who took an oath.

Notary Public Lori Moreland
Commission No.: 13265771-1
Expiration: [SEAL]

LORI MORELAND
Notary Public
STATE OF TEXAS
NOTARY ID# 13265771-1
My Comm. Exp. September 3, 2024

Baywood Centre Lot 3 Certificate of Concurrency - Exhibit A

Legal Description for *Quick Serve Restaurant - Alachua*

Parcel ID: 03067-601-003

Lot 3, BAYWOOD CENTRE, according to the map or plat thereof, as recorded in Plat Book 28, Page 91, of the Public Records of Alachua County, Florida.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the Private Ingress and Egress and P.U. Easement as shown on the Plat of BAYWOOD CENTRE, according to the thereof, as recorded in Plat Book 28, Page 91, of the Public Records of Alachua County, Florida.

Containing 1.15 acres more or less.

Baywood Centre Lot 3 Final Plat - Exhibit D

CHW Professional Consultants

Private Road Quantities and EOPCC

Project Name:	**QSR Alachua**
CHW Project No:	20-0017
Date:	10/15/2020

Item Number	Item	Qty	Unit	Unit Cost	Cost	Description
Erosion Control, Litter Removal & Earthwork						
1	Clearing & Grubbing	0.39	AC	$ 5,000.00	$ 1,950.00	
2	Soil Tracking Prevention Device	1	EA	$ 2,400.00	$ 2,400.00	
3	Inlet Protection	4	EA	$ 120.00	$ 480.00	
4	Sediment Barrier	306	LF	$ 1.95	$ 596.70	
5	Earthwork - Fill	600	CY	$ 10.00	$ 6,000.00	
Curbing, Pavement & Concrete						
6	12" Type B Stabilization - LBR 40	1080	SY	$ 5.00	$ 5,400.00	
7	6" Limerock Base - LBR 100	1080	SY	$ 12.00	$ 12,960.00	
8	1.5" Asph Conc, SP-12.5	1080	SY	$ 12.00	$ 12,960.00	
9	Driveway	1	EA			
10	4" Concrete Sidewalk with Thickened Edge - 2500 PSI	67	SY	$ 58.00	$ 3,886.00	
11	4" Concrete Sidewalk - 2500 PSI	128	SY	$ 40.00	$ 5,120.00	
12	6" Concrete Curb	526	LF	$ 20.00	$ 10,520.00	
13	Sidewalk Ramps	8	EA	$ 450.00	$ 3,600.00	
Drainage						
14	Type 10 Curb Inlet with Type P Bottom	4	EA	$ 5,000.00	$ 20,000.00	
15	15" HDPE	48	LF	$ 30.00	$ 1,440.00	
Pavement Markings						
16	Painted Pavement Mark, Standard, White, 24"	12	LF	$ 3.00	$ 36.00	*24" White Stripe- Stop Bar*
17	Painted Pavement Mark, Standard, White, 24"	300	LF	$ 3.00	$ 900.00	*Crosswalks*
Signage						
18	Single Post Sign	1	AS	$ 350.00	$ 350.00	*Stop sign*
Miscellaneous						
19	Lighting - Duplex Light Pole	3	LS	$ 2,500.00	$ 7,500.00	
20	Landscaping	1	LS	$ 7,000.00	$ 7,000.00	
				Subtotal	**$ 103,099**	
				Mobilization (7%)	$ 7,217	
				Contingency (10%)	$ 10,310	
				Total	**$ 120,625**	

CHW has no control over the cost of labor, materials, or equipment; the Contractor's method of determining prices; or competitive bidding or market conditions. Therefore, our statements of probable cost provided herein are made on the basis of exerpience and represent our best judgment as professional consultants familiar with the construction industry. The firms cannot and do not guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost. If the Owner wishes greater assurances as to the construction cost, we recommend the employment of an independent cost estimator.

11/23/20

Daniel Young, PE FL. Reg.#70780 ***Date***

Daniel H.Young, P.E.
State of Florida, Professional Engineer, License No. 70780

This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated here. 11/23/2020

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Baywood Centre Lot 3 Final Plat - Exhibit D

CHW
Professional Consultants

Work Within US 441 Right-of-Way: QUANTITIES AND EOPCC

Project Name:	**QSR Alachua**
CHW Project No:	20-0017
Date:	10/15/2020

Item Number	Item	Qty	Unit	Unit Cost	Cost	Description
Erosion Control, Litter Removal & Earthwork & Misc.						
1	Clearing, Grubbing & Demolition	0.07	AC	$ 10,000.00	$ 700.00	
2	Sediment Barrier	155	LF	$ 2.00	$ 310.00	*Silt Fence within the Right of Way*
3	Sod	40	SY	$ 2.25	$ 90.00	
4	Maintenance of Traffic	1	LS	$ 3,000.00	$ 3,000.00	
Pavement & Concrete						
5	12" Type B Stabilization - LBR 40	188	SY	$ 5.00	$ 940.00	
6	10" Limerock Base - LBR 100	180	SY	$ 20.00	$ 3,600.00	
7	3" Asph Conc, SP-12.5	172	SY	$ 16.00	$ 2,752.00	
8	4" Concrete Sidewalk - 2500 PSI	66	SY	$ 42.00	$ 2,772.00	
9	Single Post Sign	1	EA	$ 335.00	$ 335.00	
10	Painted Pavement Mark, Standard, White, 12"	80	LF	$ 2.00	$ 160.00	*Crosswalk*
11	Painted Pavement Mark, Standard, White, 24"	12	LF	$ 2.00	$ 24.00	*Stop Bar*
12	Painted Pavement Mark, Standard, White, 6"	365	LF	$ 2.00	$ 730.00	*Lane and Gore*
13	Painted Pavement Mark, Standard, White, Turn Arrow	3	EA	$ 50.00	$ 150.00	
14	Painted Pavement Mark, Standard, White, 18"	66	LF	$ 1.50	$ 99.00	*Gore Stripping*
				Subtotal	**$ 15,662**	
				Mobilization (7%)	$ 1,096	
				Contingency (10%)	$ 1,566	
				Total	**$ 18,325**	

CHW has no control over the cost of labor, materials, or equipment; the Contractor's method of determining prices; or competitive bidding or market conditions. Therefore, our statements of probable cost provided herein are made on the basis of exerpience and represent our best judgment as professional consultants familiar with the construction industry. The firms cannot and do not guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost. If the Owner wishes greater assurances as to the construction cost, we recommend the employment of an independent cost estimator.

Daniel Young, PE FL. Reg.#70780 ***Date***

CITY OF ALACHUA

COMMON LAW MAINTENANCE BOND

Bond No.4438087

PRINCIPAL:

VRE Alachua, LLC.
1211 S. White Chapel Blvd.
Southlake, TX 76092
(also known in the referenced Subdividers Agreement as "Developer")

SURETY : SureTec Insurance Company
2103 Citywest Blvd., Suite1300
Houston, TX 77042
Trenae Donovan
972-512-7752

OBLIGEE:
The City of Alachua, Florida, a Florida municipal corporation (herein "City")
P.O. Box 9
Alachua, FL 32616

PENAL SUM OF BOND:

($13,895) Thirteen Thousand Eight Hundred and Ninety-Five Dollars and No/100

WHEREAS,

PRINCIPAL (Developer) has entered into a Subdividers Agreement (herein "Agreement") with the City for developing a Project in the City known as Baywood Centre Lot 3 ("Project") which Agreement is incorporated herein by reference, and is recorded Plat Book 37, Page 50 of the Public Records of Alachua County, Florida. The Agreement requires, among other things, that the Developer provide a surety instrument for 10% of the construction costs of all of the improvements for the project for one (1) year after the City has approved the improvements.

OBLIGATION:

We, the Principal and Surety, are firmly bound to the City in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. The Surety binds itself, jointly and severally with the Principal, for the payment of the penal sum. The limit of liability is the full amount of the penal sum.

This bond shall remain in effect until all of the terms of the agreement have been fulfilled.

CONDITIONS:

The **PRINCIPAL** has entered into the Agreement identified above. THEREFORE: The above obligation is void if the **PRINCIPAL**:

(a) Performs and fulfills all the understandings, covenants, terms, conditions, and agreements of the Agreement during the original term of the Agreement and any extensions thereof that are granted by City, with or without notice of the Surety and during the life of any guaranty required under the contract, and

(b) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the Agreement that hereafter are made. Notice of those modifications to the Surety are waived.

This Bond is governed in accordance with the laws of the State of Florida and any dispute regarding it shall be in the Circuit Court of Alachua County, Florida.

No right of action shall accrue on this Surety Bond to or for the use of any person or corporation other than the **PRINCIPAL** named hereunder or the heirs, executors, administrators or successors of the **PRINCIPAL** and the City.

Signed and sealed this 7th day of December, 2021.

VRE Alachua, LLC

(witness)

By: _____
Jason Keen, Manager

Noi McCaskey
(print name)

SureTec Insurance Company

Susan Cash
(witness)

By: _____
[Trenae Donovan, Attorney-in-Fact]

Susan Cash
(print name)

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

POA #: 4221098

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Farrah Carlton, Greg S. Hotchkiss, Michael J. Hotchkiss, Kenneth G. Hotchkiss, Tye H. Justice, Wesley L. Weatherred
Kari Fumerola, Daphne B. Clark, Gary D. Lindsey, Jennifer Lang Kelley, Trenae Donovan, Maryana Zhuk

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of August A.D. 2020 .

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas
County of Harris
ss:

On this 6th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public, State of Texas
Comm. Expires 03-30-2023
Notary ID 128571231

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7th day of December, 2021, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221098
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CHW Professional Consultants

Private Road Quantities and EOPCC

Project Name:	**QSR Alachua**
CHW Project No:	20-0017
Date:	10/15/2020

Item Number	Item	Qty	Unit	Unit Cost	Cost	Description
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				Subtotal	**$ 103,099**	
				Mobilization (7%)	$ 7,217	
				Contingency (10%)	$ 10,310	
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11/17/21

Daniel Young, PE FL. Reg.#70780 ***Date***

Daniel H.Young, P.E.
State of Florida, Professional Engineer, License No. 70780

This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated here. 11/17/2021

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CHW
Professional Consultants

Work Within US 441 Right-of-Way: QUANTITIES AND EOPCC

Project Name:	**QSR Alachua**
CHW Project No:	20-0017
Date:	10/15/2020

Item Number	Item	Qty	Unit	Unit Cost	Cost	Description
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14	Painted Pavement Mark, Standard, White, 18"	66	LF	$ 1.50	$ 99.00	*Gore Stripping*
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				Mobilization (7%)	$ 1,096	
				Contingency (10%)	$ 1,566	
				Total	**$ 18,325**	

CHW has no control over the cost of labor, materials, or equipment; the Contractor's method of determining prices; or competitive bidding or market conditions. Therefore, our statements of probable cost provided herein are made on the basis of exerpience and represent our best judgment as professional consultants familiar with the construction industry. The firms cannot and do not guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost. If the Owner wishes greater assurances as to the construction cost, we recommend the employment of an independent cost estimator.

11/17/21

Daniel Young, PE FL. Reg.#70780 ***Date***

Daniel H.Young, P.E.
State of Florida, Professional Engineer, License No. 70780

This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated here. 11/17/2021

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

City of Alachua

THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 12/13/2021
SUBJECT: Savannah Station Phase 2A, Unit 1 Infrastructure Acceptance and Return of Surety
PREPARED BY: Rodolfo Valladares, P.E.; Director of Public Services

RECOMMENDED ACTION:

(1) Accept the Savannah Station Phase 2A, Unit 1 water system, wastewater system, electric system, roadways, and stormwater conveyance system, and book the value on the City's asset lists; (2) Return the surety amount of $93,179.18 to Fletcher Development, Inc.

Summary

On December 9th, 2019, Fletcher Development, LLC. entered into a Subdividers Agreement with the City of Alachua which provides, among other things, the requirements for the construction of infrastructure for a project known as Savannah Station Phase 2A, Unit 1. This infrastructure was completed in accordance with the Subdividers Agreement and the City's Land Development Regulations on October 15th, 2020. The one-year maintenance period has expired and any items in need of repair have been completed by Fletcher Development, LLC.

The initial estimate for the value of the infrastructure was $931,791.84 as certified probable costs by CHW Professional Consultants.

City of Alachua Code of Ordinances 7.8.1(B), related to subdivisions, requires the express acceptance of maintenance of infrastructure to be effectuated by specific action of the City Commission. This item provides for such action.

The proposed infrastructure for the City to accept includes the Savannah Station Phase 2A, Unit 1 water system, wastewater system, electric system, roadways, and stormwater conveyance system. The City is not accepting the sidewalks (which are to be completed throughout the construction of homes and proposed for acceptance at a later date) or the stormwater management facilities which are to be privately maintained in perpetuity.

Pursuant to paragraph 9(b) of the Subdividers Agreement, Fletcher Development, LLC. provided the City $93,179.18 as the maintenance surety. Since the maintenance period has expired and all repairs have been completed, these funds are to be returned to Fletcher Development, LLC.

FINANCIAL IMPACT: No

BUDGETED: Yes

FUNDING SOURCE: Other

ATTACHMENTS:

Description

- Recorded Subdividers Agreement
- Certificate of Completion Letter
- Cost of Construction

SUBDIVIDERS AGREEMENT
FOR
SAVANNAH STATION PHASE 2A, UNIT 1

THIS SUBDIVIDERS AGREEMENT for Savannah Station Phase 2A, Unit 1 (the "Agreement") is made this 9th day of December, 2019.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3235366 25 PG(S)
1/6/2020 1:11 PM
BOOK 4744 PAGE 1712
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 929031
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.00
Intang. Tax: $0.00

BETWEEN

DEVELOPER: FLETCHER DEVELOPMENT, LLC
A Florida Corporation (the "Developer")
Whose address is: 4510 NW 6th Place
3d Floor
Gainesville, FL 32607

AND

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

RECITALS:

WHEREAS, the Developer is developing a residential subdivision in the City known as Savannah Station Phase 2A, Unit 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Savannah Station Phase 2A, Unit 1 as set forth in Plat Book 36 page 55 of the Public Records of Alachua County (the "Plat"), attached hereto as Exhibit "B";

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

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

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

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

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

1. **Recitals:** The above recitals are true and correct and are incorporated into this Agreement by reference.

2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.

3. **Construction:** The Developer shall construct, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the construction plans, prepared by the Developer's design engineer (the "Plans") which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs (the "Improvements"). Developer agrees to proceed with the construction of the Improvements for the Project in a reasonably diligent manner to assure completion on or before September 1, 2020.

4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer.

5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It is the Developer's sole responsibility to comply with these fire flow standards. Nothing in this Agreement, in the Plans, or the Certificate of Concurrency Compliance for the Project, attached hereto as Exhibit "C" in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.

6. **Conveyance:** The conveyance by the Developer to the City of all of the required public utility infrastructure improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks, and easements as reflected on the Plat which will be recorded for the Project (the "Improvements")] shall be conveyed to the City, however, the Improvements shall not be accepted by the City until the Improvements have been completed, approved by the City, a one year warranty period as described in Paragraph 11 below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements.

7. **Compliance:** The Developer warrants that it will construct all of the Improvements in accordance with the approved Plans and plat for the Project, City's LDRs, and all other local regulations and ordinances, laws, rules, and regulations.

8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within one (1) business day of the recording of the Plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat for the Project. The Developer shall pay all costs associated with the recording of this Agreement. The failure to record the Plat within 45 days of its approval by the Commission shall render the Plat null and void.

9. **Surety Devices:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, as follows:

   a. Upon the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide an irrevocable letter of credit which shall have an expiration date of November 1, 2020 to the City in the amount of $1,164,739.80 (125% of the $931,791.84 construction costs as set forth in the Certification in attached Exhibit "D") as the guarantee of the satisfactory construction of all of the Improvements required for the Project.
   b. Upon the Developer's completion of the Improvements and the City's approval (but not acceptance) of the completed Improvements, the compliance provisions in subparagraph a above, and the Developer providing an acceptable irrevocable letter of credit to the City for 10 percent of the certified value of the Improvements as the maintenance surety (approximately $93,179.18 as set forth in the Certification in attached Exhibit "D"), the City will return the original $1,164,739.80 irrevocable Letter of Credit to the Developer, less any drawdowns to the City to complete any Improvements.

10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, the Developer may commence construction of the Improvements. Construction shall be completed on or before September 1, 2020. During the construction period, the Project's Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:

    a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
    b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
    c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.

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

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

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

11. **No Final Inspections or Occupancy**: In the event the Developer conveys any interest, legal or equitable, to any property in the Project, notice is given that the City shall not conduct a final inspection on any house nor will the City provide permanent City utility services until the Improvements required in this Agreement have been approved in accordance with this Agreement. Developer agrees that there is no reasonable business backed expectation that any purchasers of lots or houses will be able to occupy or inhabit houses in the Project until this approval has occurred.

12. **Warranty Period:** The Developer warrants all Improvements for the Project for a period of one year from the City's approval, other than routine maintenance. Should the City, in the City's sole discretion, deem repairs are needed to the Improvements, the City shall provide notice to the Developer and the repairs shall be made within two weeks of written notice. In the event the Project's Engineer of Record determines that a requested repair will take more than two weeks to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one year warranty period. The warranty period shall be extended until the completion of all requested repairs. If the Developer does not complete the repairs within two weeks from the notice, it shall constitute a breach of this Agreement.

13. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the Improvements shall in no case bind the City to accept the Improvements for public maintenance or operation until the Public Services Director has approved the Improvements to be constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulation and the City Commission has accepted the Improvements. Within 60 days of the Public Services Director's approval, the City Commission will formally accept maintenance of the public Improvements, and shall return to Developer the balance of the maintenance irrevocable letter of credit for the Improvements. The maintenance of the stormwater management system shall be the responsibility of the Developer.

14. **Non-Interest Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest bearing bank account.

15. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".

16. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.

17. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

18. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

19. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.

20. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 23 below.

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

22. **Developer's Default:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on any irrevocable letter of credit provided by Developer hereunder, and have any other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.

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

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

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

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

Developer: Fletcher Development, LLC
4510 NW 6th Place
3d Floor
Gainesville, FL 32607

24. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.

25. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

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

27. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.

28. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.

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

30. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement.

31. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

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

33. **Time of Essence:** Time is of the essence in complying with the terms of this Agreement.

34. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.

35. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.

36. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

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

Attest:

Adam Boukari, City Manager/Clerk

CITY OF ALACHUA

By: _____
Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A was acknowledged before me this 9 day of December, 2019, by GIB COERPER, who is personally known to me or who produced DDA as identification.

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

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

SEAL

Approved as to form:

Marian B. Rush, City Attorney

Witnesses:

DEVELOPER: Fletcher Development, LLC

Rochelle George

Genevieve Blate

By: _____
George E. Fletcher, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A, Unit 1 was acknowledged before me this 6 day of December, 2019, by George Fletcher (type name of signator), who is personally known to me or who produced _____ as identification.

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

AMY GNANN
MY COMMISSION EXPIRES
MAY 5, 2023
#GG 328944
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1

LEGAL DESCRIPTION

17-0293.04

CHW
Professional Consultants

DATE: October 7, 2019
CLIENT: FLETCHER DEVELOPMENT
PROJECT NAME: SAVANNAH STATION PHASE 2 – REVISIONS TO PLAT
PROJECT NO: 17-0293.04
DESCRIPTION FOR: PHASE 2A, UNIT 1 (Part of TP 03980-002-001)

PARCEL A:

A PARCEL OF LAND, BEING SITUATED IN THE NORTH ONE-HALF (N 1/2) OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°53'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.62 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 41°53'43" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 656.87 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 48°06'17" EAST, A DISTANCE OF 290.00 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 395.00 FEET; THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 6.83 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 44.03 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 221.89 FEET TO THE NORTH BOUNDARY LINE OF AFOREMENTIONED SAVANNAH STATION PHASE ONE, A SUBDIVISION; THENCE NORTH 48°05'05" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 7.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°58'47" WEST, 24.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 58°14'05" AND AN ARC LENGTH OF 25.41 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°23'35" WEST, 111.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 105°04'05" AND AN ARC LENGTH OF 128.36 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°30'53" WEST, 19.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 46°49'53" AND AN ARC LENGTH OF 20.43 FEET TO END OF SAID CURVE; THENCE NORTH 48°06'05" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 183.12 FEET TO THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINING 4.57 ACRES, MORE OR LESS.

EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1

TOGETHER WITH:

PARCEL B:

COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°53'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.62 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 48°06'05" EAST, ALONG THE NORTH BOUNDARY LINE OF SAID SAVANNAH STATION PHASE ONE, A SUBDIVISION, A DISTANCE OF 183.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°30'53" EAST, 19.87 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 46°49'53" AND AN ARC LENGTH OF 20.43 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°23'35" EAST, 111.12 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 105°04'05" AND AN ARC LENGTH OF 128.36 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°58'47" EAST, 24.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 58°14'05" AND AN ARC LENGTH OF 25.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°05'05" EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 104.15 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°40'59" EAST, 32.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 12°31'21" AND AN ARC LENGTH OF 32.78 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°32'29" EAST, 22.67 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 53°54'43" AND AN ARC LENGTH OF 23.52 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°40'25" EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 59.88 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°20'40" EAST, 3.43 FEET; THENCE, DEPARTING SAID NORTH BOUNDARY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°57'49" AND AN ARC LENGTH OF 3.43 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°15'29" EAST, A DISTANCE OF 129.79 FEET; THENCE SOUTH 89°44'31" EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 00°15'29" WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 89°44'39" EAST, A DISTANCE OF 114.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°17'14" EAST, 35.34 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31" AND AN ARC LENGTH OF 39.24 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°48'00" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°42'46" EAST, 35.37 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°27'46" AND AN ARC LENGTH OF

EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1

39.30 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°44'31" EAST, A DISTANCE OF 170.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°17'14" EAST, 35.34 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31" AND AN ARC LENGTH OF 39.24 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°41'02" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°18'58" WEST, A DISTANCE OF 21.39 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°34'44" EAST, 21.84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°47'25" AND AN ARC LENGTH OF 22.60 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°05'33" EAST, 14.07 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°45'47" AND AN ARC LENGTH OF 14.09 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°40'36" EAST, A DISTANCE OF 158.84 FEET; THENCE SOUTH 81°11'45" EAST, A DISTANCE OF 15.16 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3312, PAGE 1317 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°30'54" WEST, ALONG THE WEST BOUNDARY LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 89.50 FEET TO THE NORTHEAST CORNER OF LOT 89, OF AFOREMENTIONED SAVANNAH STATION PHASE ONE, A SUBDIVISION; THENCE, DEPARTING SAID WEST BOUNDARY LINE, NORTH 89°30'38" WEST, ALONG AFOREMENTIONED NORTH BOUNDARY LINE OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, A DISTANCE OF 205.10 FEET; THENCE SOUTH 00°27'03" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 45.01 FEET; THENCE NORTH 89°34'37" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 726.71 FEET; THENCE NORTH 00°28'06" EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 3.89 ACRES, MORE OR LESS.

SAID PARCELS OF LANDS COMBINED CONTAINING A NET ACREAGE OF 8.46 ACRES, MORE OR LESS.

SAVANNAH STATION - PHASE 2A, UNIT 1

LOCATED IN THE NORTH ONE-HALF (N 1/2) OF
SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2019117369, 3 PG(S)
January 08, 2020 11:52:09 AM
ELECTRONICALLY RECORDED BY Clerk1
J.K. "Jess" Irby, Esq.
CLERK OF COURTS, ALACHUA COUNTY, FLORIDA

[redacted]

CHW Professional Consultants
1801 Research Drive
Alachua, Florida 32615
(352) 331 1976
www.CHW-INC.com
LIC. NUMBER FLORIDA CA 5075

PLAT BOOK 36, PAGE 55
SHEET ONE OF THREE

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF NORTH 41°52'47" EAST FOR THE SOUTHEASTERLY R/W LINE OF COUNTY ROAD NO. 235.

2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT IS WITHIN THE TOLERANCE OF A 1:5000 CLOSURE.

3. THE BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). BENCHMARK USED WAS A NATIONAL GEODETIC SURVEY BENCHMARK NUMBER PETS, WITH A PUBLISHED ELEVATION OF 165.50 FEET (NAVD 88).

4. BUILDING SETBACKS (UNLESS SHOWN OTHERWISE)
- FRONT = 15'
- REAR = 5'
- SIDE = 5'
- SIDE STREET = 15'

5. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS RATE MAP IS PRESENTED FROM F.I.R.M. MAP NUMBER 12001C 0120 D, EFFECTIVE JUNE 16, 2006.

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

7. THE COMMON AREAS, OPEN SPACE, AND STORM WATER MANAGEMENT AREAS SHOWN HEREON, WILL BE CONVEYED TO THE SAVANNAH STATION OWNER'S ASSOCIATION AND ARE IDENTIFIED FOR MAINTENANCE IN THE HOMEOWNERS ASSOCIATION DOCUMENTS.

8. LOT CORNERS AND PERMANENT CONTROL POINTS (P.C.P.) WILL BE SET PER 177.091 (6) AND (8) FLORIDA STATUTES.

9. ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.

10. THE BASIC BUFFER SHOWN HEREON IS AS PER THE CITY OF ALACHUA'S LAND DEVELOPMENT REGULATIONS SECTION 6.2.2(E)(3)(a), TABLE 6.2-2.

11. PROPERTY IS AFFECTED BY EASEMENT(S) CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 4385, PAGE 1346, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SHOWN GRAPHICALLY HEREON.

DESCRIPTION:

PARCEL A:

A PARCEL OF LAND, BEING SITUATED IN THE NORTH ONE-HALF (N 1/2) OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 60 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°52'47" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.80 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 41 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ALONG THE NORTHERLY BOUNDARY LINE OF SAID SAVANNAH STATION PHASE ONE; (1) THENCE SOUTH 48°07'13" EAST, A DISTANCE OF 290.00 FEET; (2) THENCE SOUTH 41°52'47" WEST, A DISTANCE OF 395.00 FEET; (3) THENCE SOUTH 48°07'13" EAST, A DISTANCE OF 8.93 FEET; (4) THENCE SOUTH 41°52'47" WEST, A DISTANCE OF 44.00 FEET; (5) THENCE SOUTH 48°07'13" EAST, A DISTANCE OF 44.00 FEET; (6) THENCE SOUTH 41°52'47" WEST, A DISTANCE OF 223.68 FEET TO THE NORTH BOUNDARY LINE OF AFOREMENTIONED SAVANNAH STATION PHASE ONE, A SUBDIVISION; (7) THENCE NORTH 48°07'13" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 7.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY; HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°07'13" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY; HAVING A RADIUS OF 182.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°52'47" EAST, 257.43 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 285.77 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY; HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°07'13" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 4.37 ACRES, MORE OR LESS.

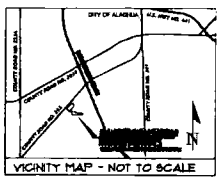
TOGETHER WITH:

PARCEL B:

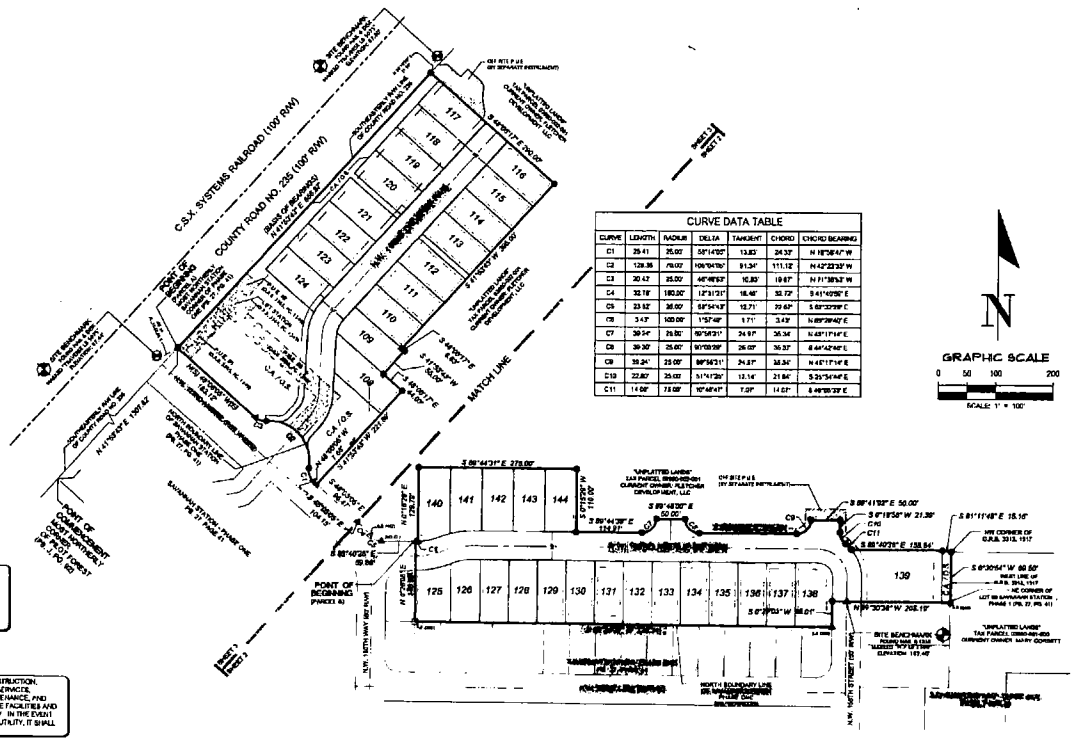
COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 60 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°52'47" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.80 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGE 41 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ALONG THE NORTHERLY BOUNDARY LINE OF SAID SAVANNAH STATION PHASE ONE; (1) THENCE SOUTH 48°07'13" EAST, 19.87 FEET; THENCE SOUTH 41°52'47" WEST, A DISTANCE OF 395.00 FEET; THENCE SOUTH 48°07'13" EAST, A DISTANCE OF 8.93 FEET; THENCE SOUTH 41°52'47" WEST, A DISTANCE OF 44.00 FEET; THENCE SOUTH 48°07'13" EAST, A DISTANCE OF 44.00 FEET; THENCE SOUTH 41°52'47" WEST, A DISTANCE OF 223.68 FEET TO THE NORTH BOUNDARY LINE OF AFOREMENTIONED SAVANNAH STATION PHASE ONE, A SUBDIVISION; THENCE NORTH 48°07'13" WEST, ALONG SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 25.41 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY; HAVING A RADIUS OF 182.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°52'47" EAST, 111.72 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 29.45 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY; HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°52'47" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 3.88 ACRES, MORE OR LESS.

SAID PARCEL B OF LANDS CONSIST OF CONTAINING A NET ACREAGE OF 3.88 ACRES, MORE OR LESS.



VICINITY MAP - NOT TO SCALE



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	29.41	25.00	58°14'05"	15.83	24.33'	N 18°38'47" W
C2	128.36	75.00	109°26'59"	91.34'	111.12'	N 42°23'33" W
C3	30.42	25.00	48°46'53"	16.89'	19.87'	N 71°39'53" W
C4	32.18'	180.00'	10°13'21"	16.46'	32.12'	S 41°45'56" E
C5	23.52'	36.00'	68°54'43"	13.71'	22.62'	S 68°32'59" E
C6	3.43'	100.00'	1°57'48"	1.71'	3.43'	N 89°39'40" E
C7	39.54'	25.00'	90°36'31"	24.97'	35.54'	N 48°11'16" E
C8	39.30'	25.00'	90°00'00"	25.00'	35.37'	S 44°52'46" E
C9	39.24'	25.00'	89°56'31"	24.97'	35.34'	N 45°11'16" E
C10	22.80'	25.00'	51°41'29"	12.14'	21.84'	S 23°34'46" E
C11	14.66'	75.00'	10°46'41"	7.37'	14.63'	S 49°39'33" E

LEGEND

- ● = PLAT BEG-N MARK
- ● = FOUND 5/8" STEEL ROD AND CAP MARKED (MARKED AS NOTED)
- □ = FOUND 4"x4" CONCRETE MONUMENT (MARKED AS NOTED)
- ○ = FOUND NAIL AND DISK (MARKED AS NOTED)
- ⊙ = FOUND 3/4" IRON PIPE (NO IDENTIFICATION)
- ● = SET 5/8" STEEL REBAR & CAP MARKED "PRM LB 6913"
- ▲ = SET NAIL AND DISK STAMPED "PRM 6913"

P.U.E. = PUBLIC UTILITIES EASEMENT
B.S.L. = BUILDING SETBACK LINE
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
L.F. = LINEAR FEET
S.R. = STATE ROAD
PRM = PERMANENT REFERENCE MONUMENT
R/W = RIGHT OF WAY
EL = ELEVATION
NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
C.A. = COMMON AREA
O.S. = OPEN SPACE
NO. = NUMBER

FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA F.I.R.M. PANEL NO. 120 OF 840, COMMUNITY PANEL NO. 12001C 0120 D", EFFECTIVE DATE: JUNE 16, 2006.

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

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

OWNER'S CERTIFICATION AND DEDICATION

KOLB-CHW DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE LANDS DESCRIBED HEREIN, AND HAS CAUSED THE LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "SAVANNAH STATION - PHASE 2A, UNIT 1" AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHT-OF-WAYS AS SHOWN HEREON, AND DOES HEREBY DEDICATE THE USE OF DRAINAGE EASEMENTS TO THE PUBLIC FOR THE RIGHT TO DISCHARGE STORM WATER. MAINTENANCE OF THE STORMWATER INFRASTRUCTURE SHALL BE THE RESPONSIBILITY OF THE SAVANNAH STATION PROPERTY OWNER'S ASSOCIATION, A FLORIDA CORPORATION, AND DOES HEREBY DELEGATE TO THE PUBLIC FOREVER THE PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON SHALL BE MADE ACCESSIBLE TO PUBLIC SERVICE VEHICLES.

Rachelle L. Kreage
Witness
Kelly J. Bishop
Witness

Blake J. Fletcher
BLAKE FLETCHER
PRESIDENT OF KOLB-CHW DEVELOPMENT, LLC
60 SW 99TH PLACE
GAINESVILLE, FLORIDA 32607

ACKNOWLEDGEMENT (STATE OF FLORIDA, COUNTY OF ALACHUA)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, Blake Fletcher WHO IS KNOWN TO ME TO BE THE PERSON HE SEEN DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 25th DAY OF Nov A.D. 2019

Kelly J. Bishop
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES: 2/4/23
COMMISSION NO.: GG 226733

KELLY JONES BISHOP
Notary Public - State of Florida
Commission # GG 226733
My Comm. Expires Feb 4, 2023
Bonded through National Notary Assn.

MORTGAGEE'S APPROVAL

DIMPLE LISA CHITLOOR, HOLDER OF A MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4876, PAGE 1892, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATED: 11/25/19
WITNESS: Kelly J. Bishop
WITNESS: [redacted]
MORTGAGEE: David Batchelor
BY: DAVID M. BATCHELOR
TITLE: VP - Commercial Lending

ACKNOWLEDGEMENT (STATE OF FLORIDA, COUNTY OF ALACHUA)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, David Batchelor WHO IS KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 25th DAY OF Nov A.D. 2019

Kelly J. Bishop
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES: 2/4/23
COMMISSION NO.: GG 226733

KELLY JONES BISHOP
Notary Public - State of Florida
Commission # GG 226733
My Comm. Expires Feb 4, 2023
Bonded through National Notary Assn.

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

THIS IS TO CERTIFY THAT ON 12-9-19 THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

MAYOR
ATTEST:
CITY CLERK
PLATS FOR RECORD ON

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

12-9-19
EXAMINED ON
AND APPROVED AS TO FORM, LEGAL FORM AND SUFFICIENCY BY
Marian B. Rush
CITY ATTORNEY

CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT

11-27-2019
EXAMINED ON
AND APPROVED BY
COUNTY HEALTH DEPARTMENT
For water & sewer utilities only

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS 3rd DAY OF January A.D. 2020

J.K. "Jess" Irby, Esq.
CLERK OF THE COURT
BY
Kenneth Sullivan
DEPUTY CLERK
DATE 1/3/2020

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR & MAPPER

IT IS HEREBY CERTIFIED, THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PROVISIONS OF CHAPTER 177, PART I, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF SAID CHAPTER. ALSO THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF LOCAL ORDINANCES AND REGULATIONS, HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE VERIFICATION OF ANY POINTS OR MEASUREMENTS.

Thor V. Wright
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER LS 7210
DATE

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "SAVANNAH STATION - PHASE 2A, UNIT 1" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE CHARGE, COMPLETION AND PERFORMED ON AND THAT THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART I, PLATTING OF THE FLORIDA STATUTES.

11/22/2019
DATE

MARK H. NORAM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6761
CHW, INC. LB NO. 5263
1801 RESEARCH DRIVE
ALACHUA, FL 32615

MARK H. NORAM
LICENSED
PROFESSIONAL
SURVEYOR
6761
STATE OF
Florida

EXHIBIT "B" - SAVANNAH STATION PHASE 2A, UNIT 1

3235366 Page 13 of 25

SAVANNAH STATION - PHASE 2A, UNIT 1

LOCATED IN THE NORTH ONE-HALF (N 1/2) OF
SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1984 FLORIDA CA-5075

PLAT BOOK 36, PAGE 56
SHEET TWO OF THREE

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF NORTH 41°33'43" EAST FOR THE SOUTHEASTERLY R/W LINE OF COUNTY ROAD NO. 235
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT IS WITHIN THE TOLERANCE OF A 1:5000 CLOSURE.
3. THE BENCH-MARK ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) BENCH-MARK USED WAS A NATIONAL GEODETIC SURVEY BENCHMARK NUMBER HT5161, WITH A PUBLISHED ELEVATION OF 190.03 FEET (NAVD 88).
4. BUILDING SETBACKS (UNLESS SHOWN OTHERWISE)
   FRONT= 10'
   REAR = 5'
   SIDE = 5'
   SIDE (STREET) = 5'
5. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS INTERPOLATED FROM F.I.R.M. MAP NUMBER 12001C0120 D (12.D.), EFFECTIVE JUNE 16, 2006
6. ALL PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES
7. THE COMMON AREAS, OPEN SPACE, AND STORM WATER MANAGEMENT AREAS SHOWN HEREON, WILL BE CONVEYED TO THE SAVANNAH STATION OWNER'S ASSOCIATION AND ARE IDENTIFIED FOR MAINTENANCE IN THE HOMEOWNERS ASSOCIATION DOCUMENTS.
8. LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091 (8) AND (9) FLORIDA STATUTES.
9. ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.
10. THE BASE SUFFER SHOWN HEREON IS AS PER THE CITY OF ALACHUA LDR AND DEVELOPMENT REGULATIONS SECTION 6.2.2(D)(b)1, TABLE 6.2.2
11. PROPERTY IS AFFECTED BY EASEMENTS CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3395, PAGE 1248, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. (SHOWN GRAPHICALLY HEREON)

LEGEND

- ⊕ = PLAT BENCHMARK
- ● = FOUND 5/8" STEEL ROD AND CAP MARKED (NAMED AS NOTED)
- □ = FOUND 4"X4" CONCRETE MONUMENT (NAMED AS NOTED)
- △ = FOUND NAIL AND DISK (NAMED AS NOTED)
- ○ = FOUND 3/4" IRON PIPE, (NO IDENTIFICATION)
- ◉ = SET 5/8" STEEL REBAR & CAP MARKED "PRM LB 8075"
- ▲ = SET NAIL AND DISK, STAMPED "PRM NAIL"

P.U.E. = PUBLIC UTILITIES EASEMENT
B.S.L. = BUILDING SETBACK LINE
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
( ) = MEAS. DIST.
S.R. = STATE ROAD
PRM = PERMANENT REFERENCE MONUMENT
R/W = RIGHT OF WAY
ID. = IDENTIFICATION
NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
C.A. = COMMON AREA
O.S. = OPEN SPACE
NO. = NUMBER
D.E. = DRAINAGE EASEMENT

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	37.78'	150.00'	17°31'21"	19.46'	37.72'	N 41°48'56" W
C5	23.57'	15.00'	53°34'43"	12.71'	22.62'	N 62°30'05" W
C6	3.43'	125.00'	1°57'46"	1.71'	3.43'	N 88°28'40" E
C7	38.24'	25.00'	88°66'31"	24.07'	36.34'	N 46°17'14" E
C8	39.30'	25.00'	89°63'29"	25.03'	35.37'	S 44°42'46" E
C9	39.24'	25.00'	89°54'31"	24.97'	35.34'	N 45°17'14" E
C10	22.99'	25.00'	51°41'26"	12.14'	21.84'	S 26°34'44" E
C11	14.09'	75.00'	10°45'43"	7.07'	14.07'	S 46°56'33" E
C12	78.59'	50.00'	90°00'29"	50.00'	70.73'	N 44°42'46" W
C13	50.15'	125.00'	22°59'16"	25.47'	49.81'	S 78°46'54" W
C14	50.26'	125.00'	23°04'36"	25.53'	50.02'	S 78°48.48" W
C15	36.81'	100.00'	21°06'27"	18.62'	36.60'	S 77°49'02" W
C16	38.76'	150.00'	15°11'48"	20.01'	38.67'	S 82°38'36" W
C17	63.72'	75.00'	41°01'38"	26.26'	62.56'	N 20°11'13" W
C18	39.37'	25.00'	90°03'29"	25.02'	35.37'	S 44°42'46" E
C19	37.69'	100.00'	21°42'28"	19.11'	37.66'	S 78°29'11" W
C20	2.23'	100.00'	1°16'46"	1.12'	2.23'	N 67°54'42" E
C21	69.48'	150.00'	23°06'08"	35.09'	68.97'	N 78°49'22" E
C36	43.24'	100.00'	23°59'16"	20.29'	38.97'	S 78°47'57" W
C37	80.16'	150.00'	22°59'10"	30.50'	68.77'	S 78°48'54" W
C38	67.76'	75.00'	51°47'25"	36.41'	65.51'	N 25°34'44" W
C39	43.12'	100.00'	22°89'10"	20.33'	36.84'	S 78°48'54" W
C40	39.36'	150.00'	07°47'22"	19.21'	39.34'	S 71°10'00" W

LINE DATA TABLE

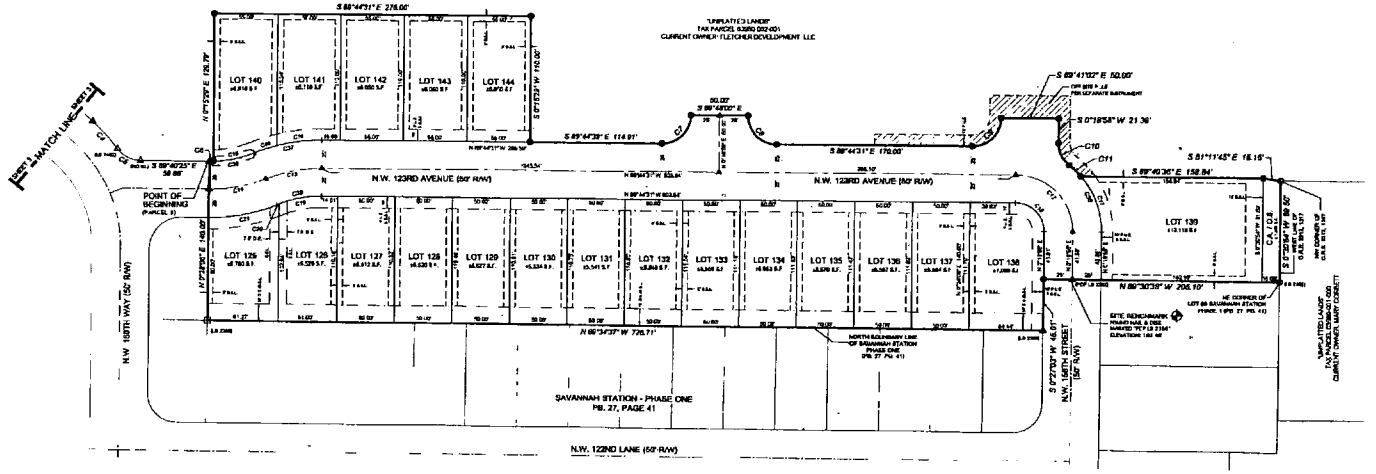
LINE	DIRECTION	LENGTH
L1	N 41°48'49" E	29.14'
L2	N 41°43'43" E	18.09'
L3	S 41°43'48" W	18.09'

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

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

FLOOD ZONE:
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FEMA'S FIRM PANEL NO 120 OF 840, COMMUNITY PANEL NO. "12000B 0120 D" EFFECTIVE DATE: JUNE 16, 2006.

GRAPHIC SCALE
0 25 50 100
SCALE: 1" = 50'



SAVANNAH STATION - PHASE 2A, UNIT 1

LOCATED IN THE NORTH ONE-HALF (N 1/2) OF
SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW Professional Consultants
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Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1968 FLORIDA CA-5075

PLAT BOOK 36, PAGE 57
SHEET THREE OF THREE

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF NORTH 41°53'42" EAST FOR THE SOUTHEASTERLY R/W LINE OF COUNTY ROAD NO. 235.

2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT IS WITHIN THE TOLERANCE OF A 1:5000 CLOSURE.

3. THE BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). BENCHMARK USED WAS A NATIONAL GEODETIC SURVEY BENCHMARK NUMBER E516, WITH A PUBLISHED ELEVATION OF 160.20 FEET (NAVD 88).

4. BUILDING SETBACKS (UNLESS SHOWN OTHERWISE)
FRONT = 10'
REAR = 5'
SIDE = 5'
SIDE (STREET) = 8'

5. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS INTERPOLATED FROM F.I.R.M. MAP NUMBER 12001C0120 D (12001C0120D), EFFECTIVE JUNE 16, 2006.

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

7. THE COMMON AREAS, OPEN SPACE, AND STORM WATER MANAGEMENT AREAS SHOWN HEREON, WILL BE CONVEYED TO THE SAVANNAH STATION OWNER'S ASSOCIATION AND ARE IDENTIFIED FOR MAINTENANCE IN THE HOMEOWNERS ASSOCIATION DOCUMENTS.

8. LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091 (8) AND (9) FLORIDA STATUTES.

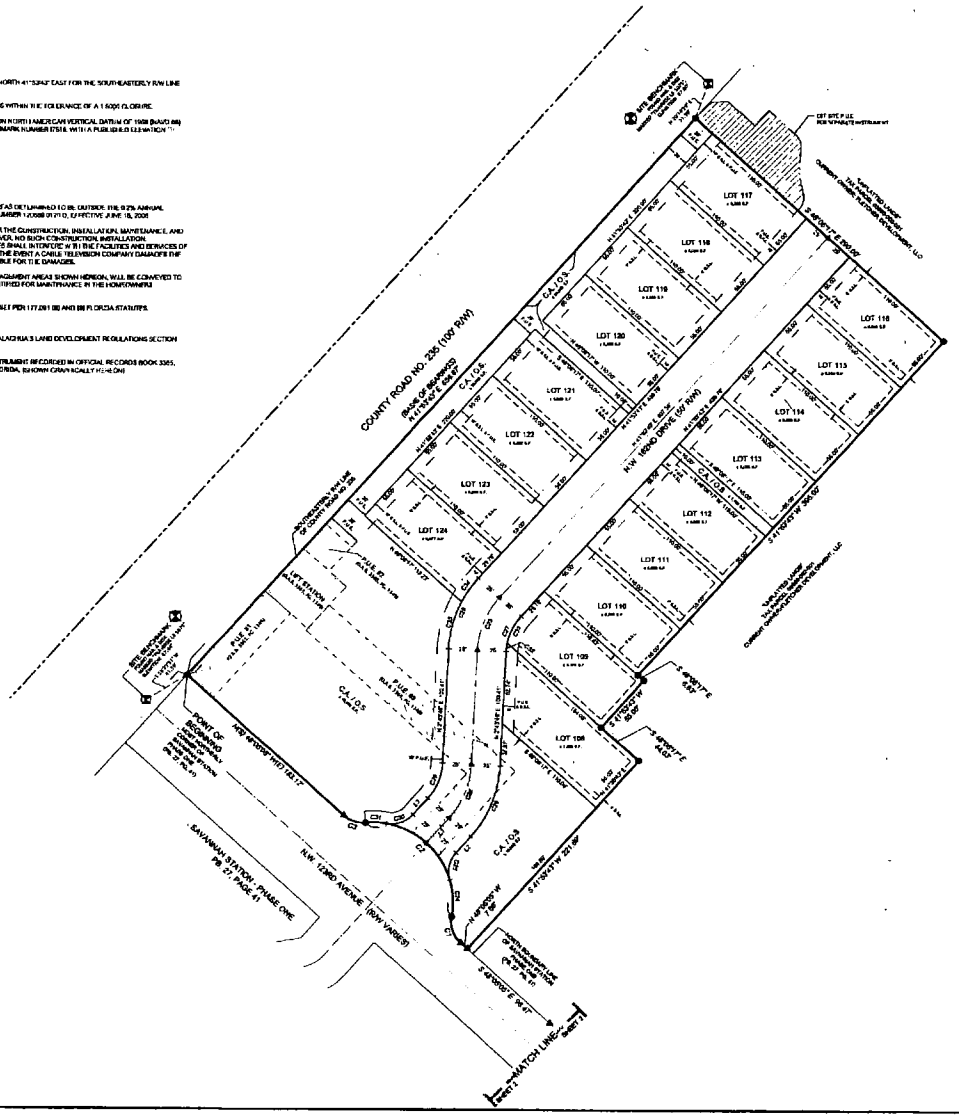
9. ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.

10. THE BASIC BUFFER SHOWN HEREON IS AS PER THE CITY OF ALACHUA'S LAND DEVELOPMENT REGULATIONS SECTION 6.2.2(D)(3)(c), TABLE 6.2.2.

11. PROPERTY IS AFFECTED BY EASEMENT(S) CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3365, PAGE 1349, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. (SHOWN GRAPHICALLY HEREON)

LEGEND

- ⊕ = PLAT BENCHMARK
- ● = SET 5/8" STEEL REBAR & CAP MARKED "PRM LB 6578"
- ▲ = NAIL AND DISK STAMPED "PRM LB 6578"
- P.U.E. = PUBLIC UTILITY EASEMENT
- B.S.L. = BUILDING SETBACK LINE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- & = MORE OR LESS
- S.R. = STATE ROAD
- PRM = PERMANENT REFERENCE MONUMENT
- R/W = RIGHT OF WAY
- ID. = IDENTIFICATION
- NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
- C.A. = CONSERVATION AREA
- O.S. = OPEN SPACE
- NO. = NUMBER



FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FIRM PANEL NO. 120 OF 445, COMMUNITY PANEL NO. 12001C0120D EFFECTIVE DATE: JUNE 16, 2006

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

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

GRAPHIC SCALE
0 25 50 100
SCALE: 1" = 50'

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 41°43'48" E	29.14'
L2	N 41°43'48" E	16.56'
L3	S 41°43'48" W	16.56'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	25.41'	25.00'	58°14'06"	13.93'	24.33'	N 15°56'47" W
C2	128.36'	75.00'	109°24'09"	91.34'	111.12'	N 43°23'36" W
C3	39.42'	25.00'	90°18'57"	10.63'	19.87'	N 71°35'53" W
C33	51.05'	75.00'	39°00'09"	26.58'	50.07'	N 22°13'48" E
C21	51.27'	75.00'	39°09'54"	26.66'	50.27'	N 22°18'48" E
C24	53.58'	70.00'	43°51'41"	18.28'	52.27'	N 9°11'09" W
C25	25.41'	25.00'	58°14'06"	13.93'	24.33'	N 12°36'32" E
C26	66.87'	100.00'	38°19'09"	34.44'	65.62'	N 23°13'48" E
C27	54.19'	50.00'	31°00'54"	17.79'	33.52'	N 22°18'48" E
C28	66.36'	100.00'	38°00'54"	34.57'	67.62'	S 22°18'48" W
C29	34.23'	50.00'	39°00'09"	17.71'	33.38'	S 22°13'48" W
C30	25.41'	25.00'	58°14'06"	13.93'	24.33'	S 70°51'27" W
C31	19.32'	75.00'	14°45'48"	9.19'	19.18'	N 87°28'36" W
C32	7.74'	50.00'	8°52'06"	3.88'	7.74'	N 7°18'55" E
C33	29.43'	50.00'	30°13'26"	13.64'	29.13'	N 26°45'00" E
C34	25.49'	100.00'	14°36'06"	12.80'	25.43'	S 34°35'30" W
C35	42.86'	100.00'	24°33'27"	21.78'	42.53'	S 15°09'33" W

Save saved: Plat Save Set: 12/4/19 5:28pm Plotted: 12/5/19 9:41am Xrefs: ... Plot Name: Lab (ANSI B (11.00in x 17.00in) Plot By: Kelly Kelly

EXHIBIT "C" - SAVANNAH STATION PHASE 2A, UNIT 1

CERTIFICATE OF CONCURRENCY COMPLIANCE FOR SAVANNAH STATION PHASE 2A, UNIT 1

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to Fletcher Development , LLC, a Florida Corporation ("Developer") by City of Alachua, Florida ("City") this 9th day of December, 2019.

RECITALS

WHEREAS, the developer is developing a residential subdivision in the CITY known as Savannah Station Phase 2A, Unit 1 (the "Project"), legally described in attached Exhibit "A";

WHEREAS, the DEVELOPER has secured a Subdivider's Agreement for Savannah Station Phase 2A, Unit 1 from the City for the Project (herein "Subdividers Agreement") as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of a certificates of concurrency compliance by the City as to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, or recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have one or more of the following land development permits in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Planned Development – Residential ("PD-R");

WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision contemplating construction of 37 residential units;

WHEREAS, the Project is now ready to proceed to Final Plat for Phase 2A, Unit 1 the 37 units;

WHEREAS, the Developer intends to immediately initiate construction on Savannah Station Phase 2A, Unit 1;

WHEREAS, the Developer of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer of the Project further agrees to submit payment for water

connection fees for the Project as determined by the City's Capital Facilities charges exist prior to the final inspection of each residential unit; and

WHEREAS, the City has determined that adequate water and wastewater capacity exists to serve Savannah Station Phase 2A, Unit 1.

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

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

WHEREAS, the Developer acknowledges that this Certificate constitutes a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer has no claim for monetary damages against the City in the event of any dispute regarding this Agreement, Developer's sole remedy for any dispute in any way relating to this Certificate is an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed to as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING RECITALS, findings of fact and conclusion of law, the City issues this Certificate of Concurrency subject to the following conditions of issuance:

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

2. The City will reserve 9,250 gallons per day (37 lots x 250 gallons per day) of wastewater capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 1. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdivider's Agreement, on file with the City.

3. The City will reserve 10,175 gallons per day (37 lots x 275 gallons per day) of water capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 1 as defined by applicable development permits including but not limited to, construction plans and Subdividers Agreement, on file with the City.

4. The City will reserve the following trips of traffic capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 1 as defined by applicable development permits, including construction plans and Subdividers Agreement, on file with the City: 349 Average Annual Daily Trips ("AADT") and 36 Peak Hour Trips along CR 235 (from South City Limits to CR 241); 17 AADT and 2 Peak Hour Trips

along CR 2054 West (West of SR235) .

5. The City will reserve 0.48 acres (2.6 persons per household x 37 units x 5 acres per 1,000 persons) of recreation capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 1 as defined by applicable development permits, including but not limited to the construction plans and Subdividers Agreement, on file with the City.

6. The City will reserve 70 tons per year (0.73 tons per capita per year x 2.6 persons per household x 37 units) of solid waste capacity for the 37 units proposed in Savannah Station Phase 2A, Unit 1 as defined by applicable development permits on file, including but not limited to, construction plans and Subdividers Agreement, on file with the City.

7. The City will reserve five (5) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, two (2) student stations in the Alachua SCSA for middle schools, and three (3) student stations in the Alachua SCSA for high schools, Savannah Station Phase 2A, Unit 1.

8. This Certificate shall remain in effect for a period of one year from the date of the approval of the Subdividers Agreement between the parties hereto ("Subdividers Agreement") by the City Commission of the City of Alachua.

9. It is the intent of the City and Developer that this Certificate be incorporated into and considered a part of the Subdivider's Agreement executed by the Developer and City for the Project dated the 9th day of December, 2019. Failure to comply with the term of that Subdivider's Agreement shall result in the termination of the reservations in this Certificate.

10. This Certificate shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this 9th day of December , 2019, and is subject to the terms and findings as stated herein.

Attest:

Adam Boukari, City Manager/Clerk/
Land Development Administrator

CITY OF ALACHUA

By: _____
The Hon. Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING Certificate of Concurrency Compliance for Savannah Station Phase 2A-1 was acknowledged before me this 9 day of December, 2019, by Gib Coerper, who is personally known to me or who produced _____ as identification.

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

SEAL

LEANNE WILLIAMS
Commission # GG 191428
Expires July 1, 2022
Bonded Thru Budget Notary Services

Approved as to form:

Marian B. Rush, City Attorney

SIGNATURES CONTINUED ON NEXT PAGE

Witnesses:

Rochelle L. George Rochelle George

Genevieve Blake

DEVELOPER: Fletcher Development, LLC

By: _____
George Fletcher, President

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING Certificate of Concurrency Compliance for Savannah Station Phase 2A-1 was acknowledged before me this 5 day of December, 2019, by George Fletcher, who is personally known to me or who produced _____ as identification.

Amy Gnann

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

AMY GNANN
MY COMMISSION EXPIRES
MAY 5, 2023
#GG 328944
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1 CERTIFICATE OF CONCURRENCY

LEGAL DESCRIPTION

17-0293.04

CHW
Professional Consultants

DATE: October 7, 2019
CLIENT: FLETCHER DEVELOPMENT
PROJECT NAME: SAVANNAH STATION PHASE 2 – REVISIONS TO PLAT
PROJECT NO: 17-0293.04
DESCRIPTION FOR: PHASE 2A, UNIT 1 (Part of TP 03980-002-001)

PARCEL A:

A PARCEL OF LAND, BEING SITUATED IN THE NORTH ONE-HALF (N 1/2) OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°53'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.62 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 41°53'43" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 656.87 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 48°06'17" EAST, A DISTANCE OF 290.00 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 395.00 FEET; THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 6.83 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 48°06'17" EAST, A DISTANCE OF 44.03 FEET; THENCE SOUTH 41°53'43" WEST, A DISTANCE OF 221.89 FEET TO THE NORTH BOUNDARY LINE OF AFOREMENTIONED SAVANNAH STATION PHASE ONE, A SUBDIVISION; THENCE NORTH 48°05'05" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 7.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°58'47" WEST, 24.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 58°14'05" AND AN ARC LENGTH OF 25.41 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°23'35" WEST, 111.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 105°04'05" AND AN ARC LENGTH OF 128.36 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°30'53" WEST, 19.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 46°49'53" AND AN ARC LENGTH OF 20.43 FEET TO END OF SAID CURVE; THENCE NORTH 48°06'05" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 183.12 FEET TO THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINING 4.57 ACRES, MORE OR LESS.

EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1 CERTIFICATE OF CONCURRENCY

TOGETHER WITH:

PARCEL B:

COMMENCE AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING AND BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE NORTH 41°53'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,307.62 FEET TO THE MOST NORTHERLY CORNER OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "27", PAGE 41 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 48°06'05" EAST, ALONG THE NORTH BOUNDARY LINE OF SAID SAVANNAH STATION PHASE ONE, A SUBDIVISION, A DISTANCE OF 183.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°30'53" EAST, 19.87 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 46°49'53" AND AN ARC LENGTH OF 20.43 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°23'35" EAST, 111.12 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 105°04'05" AND AN ARC LENGTH OF 128.36 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°58'47" EAST, 24.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 58°14'05" AND AN ARC LENGTH OF 25.41 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°05'05" EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 104.15 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°40'59" EAST, 32.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 12°31'21" AND AN ARC LENGTH OF 32.78 FEET TO A POINT OF REVERSE CURVATURE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°32'29" EAST, 22.67 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 53°54'43" AND AN ARC LENGTH OF 23.52 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°40'25" EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 59.88 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°20'40" EAST, 3.43 FEET; THENCE, DEPARTING SAID NORTH BOUNDARY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°57'49" AND AN ARC LENGTH OF 3.43 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°15'29" EAST, A DISTANCE OF 129.79 FEET; THENCE SOUTH 89°44'31" EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 00°15'29" WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 89°44'39" EAST, A DISTANCE OF 114.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°17'14" EAST, 35.34 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31" AND AN ARC LENGTH OF 39.24 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°48'00" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°42'46" EAST, 35.37 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°27'46" AND AN ARC LENGTH OF

EXHIBIT "A" - SAVANNAH STATION PHASE 2A, UNIT 1 CERTIFICATE OF CONCURRENCY

39.30 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°44'31" EAST, A DISTANCE OF 170.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°17'14" EAST, 35.34 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°56'31" AND AN ARC LENGTH OF 39.24 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°41'02" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°18'58" WEST, A DISTANCE OF 21.39 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°34'44" EAST, 21.84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°47'25" AND AN ARC LENGTH OF 22.60 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°05'33" EAST, 14.07 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°45'47" AND AN ARC LENGTH OF 14.09 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°40'36" EAST, A DISTANCE OF 158.84 FEET; THENCE SOUTH 81°11'45" EAST, A DISTANCE OF 15.16 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3312, PAGE 1317 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°30'54" WEST, ALONG THE WEST BOUNDARY LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 89.50 FEET TO THE NORTHEAST CORNER OF LOT 89, OF AFOREMENTIONED SAVANNAH STATION PHASE ONE, A SUBDIVISION; THENCE, DEPARTING SAID WEST BOUNDARY LINE, NORTH 89°30'38" WEST, ALONG AFOREMENTIONED NORTH BOUNDARY LINE OF SAVANNAH STATION PHASE ONE, A SUBDIVISION, A DISTANCE OF 205.10 FEET; THENCE SOUTH 00°27'03" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 45.01 FEET; THENCE NORTH 89°34'37" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 726.71 FEET; THENCE NORTH 00°28'06" EAST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 3.89 ACRES, MORE OR LESS.

SAID PARCELS OF LANDS COMBINED CONTAINING A NET ACREAGE OF 8.46 ACRES, MORE OR LESS.

EXHIBIT "D" - SAVANNAH STATION PHASE 2A, UNIT 1

CHW
Professional Consultants

Project Name: Savannah Station Phase 2A-1
CHW Project No: 17-0293
Date: 11/21/2019

Phase 2A-1

Item No.	Item	Qty	Unit	Unit Cost	Cost
DEMOLITION/EARTHWORK					
1	Clearing and Grubbing	8.45	AC	$ 2,500.00	$ 21,125.80
2	Excavation	14,431	CY	$ 4.50	$ 64,939.50
3	Fill	5,271	CY	$ 4.50	$ 23,719.50
4	Sod (within ROW and common areas)	96,230	SF	$ 0.35	$ 33,680.50
5	Seed (within lots)	217,199	SF	$ 0.10	$ 21,719.90
6	Silt Fence	3,512	LF	$ 2.50	$ 8,780.00
7	Tree Barricade	387	LF	$ 4.00	$ 1,548.00
				Earthwork Subtotal	**$ 175,513.20**
ROADWAY					
8	Asphaltic Concrete, 1.5" SP 9.5	343	TN	$ 95.00	$ 32,585.00
9	6" Limerock Base (Optional Base Group 4)	4,154	SY	$ 11.00	$ 45,694.00
10	12" Type B Stabilized Subgrade	5,596	SY	$ 4.50	$ 25,182.00
11	Concrete Sidewalks, 4"	12,978	SF	$ 5.00	$ 64,890.00
12	Type 'F' Curb and Gutter	2,954	LF	$ 28.00	$ 82,712.00
13	Striping and Signage	1	LS	$ 5,000.00	$ 5,000.00
14	Detectable Warnings	70	SF	$ 28.00	$ 1,960.00
				Roadway Subtotal	**$ 258,023.00**
SANITARY SEWER					
15	8" PVC Wastewater Main	1,278	LF	$ 27.00	$ 34,506.00
16	Sanitary Sewer Laterals 4" PVC w/ CO	1,291	LF	$ 16.00	$ 20,656.00
17	Sanitary Manhole	8	EA	$ 4,150.00	$ 33,200.00
				Sanitary Sewer Subtotal	**$ 88,362.00**
WATER SERVICE					
18	Single Water Service (2" PVC), Short	3	EA	$ 658.00	$ 1,974.00
19	Single Water Service (2" PVC), Long	2	EA	$ 933.00	$ 1,866.00
20	Double Water Service (2" PVC), Short	10	EA	$ 786.00	$ 7,860.00
21	Double Water Service (2" PVC), Long	6	EA	$ 1,463.00	$ 8,778.00
22	4" PVC Water Service Sleeve	272	LF	$ 25.00	$ 6,800.00
23	Fire Hydrant Assembly	3	EA	$ 4,500.00	$ 13,500.00
24	8" PVC Watermain	1,424	LF	$ 20.00	$ 28,480.00
25	8" DIP Watermain	162	LF	$ 34.00	$ 5,508.00
26	3" Blow-Off Assembly	3	EA	$ 2,500.00	$ 7,500.00
27	8" Gate Valve	4	EA	$ 2,000.00	$ 8,000.00

EXHIBIT "D" - SAVANNAH STATION PHASE 2A, UNIT 1

CHW
Professional Consultants

Project Name: Savannah Station Phase 2A-1
CHW Project No: 17-0293
Date: 11/21/2019

				Water Service Subtotal	**$**	**90,266.00**
DRAINAGE						
28	Storm Water Pipe (15" RCP)	797	LF	$ 22.00	$	17,534.00
29	Storm Water Pipe (18" RCP)	461	LF	$ 27.00	$	12,447.00
30	Storm Water Pipe (24" RCP)	447	LF	$ 45.00	$	20,115.00
31	Type '5' Curb Inlet	6	EA	$ 5,000.00	$	30,000.00
32	Type '6' Curb Inlet	4	EA	$ 6,000.00	$	24,000.00
33	Type 'C' Inlet	2	EA	$ 4,000.00	$	8,000.00
34	Storm Manhole	3	EA	$ 3,600.00	$	10,800.00
35	Modify Existing Drainage Structure	2	EA	$ 2,000.00	$	4,000.00
				Drainage Subtotal	**$**	**126,896.00**
ELECTRIC						
36	Primary Electric Conduit (2")	1,649	LF	$ 7.00	$	11,543.00
37	Secondary Electric Conduit (1.5")	279	LF	$ 6.00	$	1,674.00
38	Secondary Electric Conduit (2.5")	2,127	LF	$ 8.00	$	17,016.00
39	Electric Connection Fee	36	EA	$ 200.00	$	7,200.00
				Electric Subtotal	**$**	**37,433.00**
				Subtotal	**$**	**776,493.20**
				Mobilization (10%)	**$**	**77,649.32**
				Contingency (10%)	**$**	**77,649.32**
				TOTAL	**$**	**931,791.84**

The Engineer's probable estimate of cost provided in this document is specifically intended to represent a rough order of magnitude, including all component information for line items aspects of the work, estimated quantities, and applied unit rates. The Engineer's probable estimate of cost is not intended for publication for the use of bidders whatsoever, unless represented as an FDOT Pay Item table on the plans for projects administered accordance with FDOT Standards. For bidding scenarios, the prospective bidders should be advised that they are solely responsible for: identifying and including relevant project scope, calculation of quantities/durations for takeoffs, and determining the appropriate competitive market cost for the work. Additionally, CHW has no control over the cost of labor, materials, equipment, market conditions, or the Contractor's method of determining prices. Therefore, our statements of probable cost provided herein are made on the basis of best judgment as professional consultants familiar with the construction industry. CHW, nor its subconsultants, can offer guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost.

Daniel H.Young, P.E.
State of Florida, Professional Engineer, License No. 70780

This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated here. 12/03/2019

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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

City of Alachua

ADAM BOUKARI
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DEPARTMENT

October 15, 2020

Mr. Blake Fletcher
4510 NW 6th Place
Gainesville, FL 32607

RE: CERTIFICATION OF COMPLETION OF SAVANNAH STATION PHASE 2A, UNIT 1 INFRASTRUCTURE IMPROVEMENTS

Dear Mr. Blake Fletcher:

In accordance with the Subdividers Agreement for Savannah Station Phase 2A, Unit 1, Section 10 Inspections, this correspondence certifies the Improvements have been completed in accordance with the requirements of the Land Development Regulations. Fletcher Development, LLC. has demonstrated the repairs outlined in the enclosed *Savannah Station Final Completion Inspection Punch List* – which details identified defects, deficiencies and required repairs – have been completed, other than sidewalks, which are subject to a proposed amendment to the Subdivider's Agreement.

Therefore, per Section 9(b) of the Agreement, Fletcher Development, LLC. is required to make a cash deposit of 10 percent of the certified value of the Improvements as the maintenance surety. Such surety deposit value is $93,179.18 (value may be revised as per the proposed amendment to the Subdivider's Agreement scheduled to be heard before the City Commission). Please remit the surety, preferred by hand delivery to:

City of Alachua
Attn: Adam Boukari
15100 NW. 142nd Terrace
Alachua, FL 32615

The one (1) year maintenance period, as descried in Section 12 of the Agreement, shall commence October 15, 2020. Consistent with the Agreement, it is the responsibility of Fletcher Development, LLC. to make any repairs of the Improvements, as deemed necessary by the City, during the maintenance period. After the maintenance period, Fletcher Development, LLC. shall submit a final certification to the City requesting acceptance of the Improvements by the City Commission. Upon the City Commission acceptance, the surety instrument will be released by the City.

Thank you for your attention in this matter and please contact me should you have any questions.

Sincerely,

Rodolfo Valladares, P.E.
Public Services Director

City of Alachua

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

DATE: **September 8, 2020**

FROM: **Harry Dillard**
Public Services Project Manager

RE: **Savannah Station Final Completion Inspection Punch List**

In accordance with the Subdividers Agreement for Savannah Station Phase 2A, Unit 1, on Tuesday, August 25th, the City performed inspection walkthrough of Savannah Station Phase 2A. The intent if this punch list is to identify items that do not conform to the contract provisions.

NO.	COMMENTS	
1.	General Note: • Engineer to provide confirming statement of required FDEP water and wastewater permits. • Developer to field coordinate wastewater cleanouts with City Project Manager to ensure that they do not conflict with the driveway. • Install sidewalks in accordance with contract documents. **[APPROVED]**	
2.	Roadway • Lot 124: repair chips in F-curb from MH#2 to north end of sidewalk. • Lot 123: repair chips in F-curb in front of clean-out. • Lot 121: repair chips in F-curb in front of house and curb inlet. • Lot 117: repair chips in curb inlet. • Lift Station (LS)-23: repair cracking/crazing at entrance by traffic circle. • Corner of 162nd Drive and 123Rd Ave: both sides of road, install detectable warning device as shown on plans. • Crossings between Lots 120 and 121: install detectable warning device as shown on plans. • Review plans - install detectable warning device at all other locations as shown on plans. • Lot 143 – repair crack in curb. • Lots 25 & 26: clean storm drain. • Lots 25 & 26: repair crack in storm drain.	

NO.	COMMENTS	
	• Lot 127: repair crack in curb. • Lot 145: repair curb near fire hydrant at south end of road. • Repair curb at end of road – SW end. **[APPROVED]**	
3.	Stormwater • Stormwater Manhole, S-11: remove and repour surrounding concrete. • Remove sediment in flow line within S-11. • Northside of 162nd Drive adjacent to 123rd Ave: repair broken curbing. • Contractor to ensure adequate stormwater drainage. Contractor to consider proper maintenance (i.e. scraping out) of existing phase 1 stormwater basin as it is backing up phase 2 stormwater. **[APPROVED]**	
4.	Water • Lower blow-off assembly to grade as shown on plans. • Lots 126-127: straighten hydrant valve box. • Lot 127: repair cleanout. • Lot 131: replace broken cleanout cap. • Lot 134: replace missing cleanout cap. • Lot 135: replace broken cleanout cap, which is in the sewer line. • Lot 136: raise meter box. • Lot 172: lower blow-off . • Lot 172: lower sewer clean out to grade. • Lot 145: provide confirming statement for orientation of fire hydrant. • Lot 143: repair clean-out which is bent. • Tracer wire next to hydrant is above grade. Bury tracer wire, but do not cut it. • Lot 138: lower valves, which are too shallow. • Lot 126-127: straighten fire hydrant, which is leaning. **[APPROVED]**	

NO.	COMMENTS	
5.	Wastewater • Manhole 16: Clean inverts. • Manhole 15: Clean inverts. • Manhole 14: Clean inverts and remove sewer plugs. **[APPROVED]**	
6.	Electric • Conduit incorrectly located within secondary enclosures at the following: o Lots 121 and 124. o Between lots 115 & 116. o Between lots 113 & 114. o At lot 112. o Between lots 110 & 111. o Between lots 108 & 109. • Replace pedestal between lots 110 & 111 due to bolts being unable to secure lid. • Lot 124: move pedestal. • Lot 121: move pedestal. • Lots 115 & 116: move pedestal. • Lots 113 & 114: move pedestal. • Lot 112: move pedestal. • Lots 110 & 111: move pedestal and replace broken bolts. • Lots 108 & 109: move pedestal. • Lot 140, west of TX at lot 143: secondary UJB too low and is full of dirt. Repair. • Shift secondary transformer at east end. • Shift/reposition TX pads/conduit. • Shift UJB southside/lot 130. **[APPROVED]**	
	END OF COMMENTS	

Professional Consultants

Project Name: Savannah Station Phase 2A-1
CHW Project No: 17-0293
Date: 12/07/21

Phase 2A-1

Item No.	Item	Qty	Unit	Unit Cost	Cost
DEMOLITION/EARTHWORK					
1	Clearing and Grubbing	8.45	AC	$ 2,500.00	$ 21,125.80
2	Excavation	14,431	CY	$ 4.50	$ 64,939.50
3	Fill	5,271	CY	$ 4.50	$ 23,719.50
4	Sod (within ROW and common areas)	96,230	SF	$ 0.35	$ 33,680.50
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				Earthwork Subtotal	**$ 175,513.20**
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8	Asphaltic Concrete, 1.5" SP 9.5	343	TN	$ 95.00	$ 32,585.00
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10	12" Type B Stabilized Subgrade	5,596	SY	$ 4.50	$ 25,182.00
11	Concrete Sidewalks, 4"	12,978	SF	$ 5.00	$ 64,890.00
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				Roadway Subtotal	**$ 258,023.00**
SANITARY SEWER					
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16	Sanitary Sewer Laterals 4" PVC w/ CO	1,291	LF	$ 16.00	$ 20,656.00
17	Sanitary Manhole	8	EA	$ 4,150.00	$ 33,200.00
				Sanitary Sewer Subtotal	**$ 88,362.00**
WATER SERVICE					
18	Single Water Service (2" PVC), Short	3	EA	$ 658.00	$ 1,974.00
19	Single Water Service (2" PVC), Long	2	EA	$ 933.00	$ 1,866.00
20	Double Water Service (2" PVC), Short	10	EA	$ 786.00	$ 7,860.00
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22	4" PVC Water Service Sleeve	272	LF	$ 25.00	$ 6,800.00
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24	8" PVC Watermain	1,424	LF	$ 20.00	$ 28,480.00
25	8" DIP Watermain	162	LF	$ 34.00	$ 5,508.00
26	3" Blow-Off Assembly	3	EA	$ 2,500.00	$ 7,500.00
27	8" Gate Valve	4	EA	$ 2,000.00	$ 8,000.00

CHW
Professional Consultants

Project Name: **Savannah Station Phase 2A-1**
CHW Project No: 17-0293
Date: 12/07/21

				Water Service Subtotal	**$ 90,266.00**
DRAINAGE					
28	Storm Water Pipe (15" RCP)	797	LF	$ 22.00	$ 17,534.00
29	Storm Water Pipe (18" RCP)	461	LF	$ 27.00	$ 12,447.00
30	Storm Water Pipe (24" RCP)	447	LF	$ 45.00	$ 20,115.00
31	Type '5' Curb Inlet	6	EA	$ 5,000.00	$ 30,000.00
32	Type '6' Curb Inlet	4	EA	$ 6,000.00	$ 24,000.00
33	Type 'C' Inlet	2	EA	$ 4,000.00	$ 8,000.00
34	Storm Manhole	3	EA	$ 3,600.00	$ 10,800.00
35	Modify Existing Drainage Structure	2	EA	$ 2,000.00	$ 4,000.00
				Drainage Subtotal	**$ 126,896.00**
ELECTRIC					
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37	Secondary Electric Conduit (1.5")	279	LF	$ 6.00	$ 1,674.00
38	Secondary Electric Conduit (2.5")	2,127	LF	$ 8.00	$ 17,016.00
39	Electric Connection Fee	36	EA	$ 200.00	$ 7,200.00
				Electric Subtotal	**$ 37,433.00**
				Subtotal	**$ 776,493.20**
				Mobilization (10%)	**$ 77,649.32**
				Contingency (10%)	**$ 77,649.32**
				TOTAL	**$ 931,791.84**

Daniel H.Young, P.E.
State of Florida, Professional Engineer, License No. 70780

This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated here. 12/07/2021

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

City of ALACHUA
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 12/13/2021
SUBJECT: November 15, 2021 City Commission Meeting Minutes
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Approve the minutes.

Summary

November 15, 2021 City Commission Meeting Minutes.

ATTACHMENTS:

Description

- Minutes

Regular City Commission Meeting
Minutes
November 15, 2021

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

The City Commission will conduct a

Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: November 15, 2021

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Logan Peters. STAFF ATTENDING: Robert Bonetti, Vicki Floyd, Adam Hall, Donna Myers, Jessy Sandusky, Chad Scott, Justin Tabor, Rodolfo Valadares, LeAnne Williams, Cap Wilson, Kathy Winburn.

CITY COMMISSION MEETING

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

CALL TO ORDER

Led by Mayor Gib Coerper.

INVOCATION

Led by Pastor Eddie Sermons.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

City Attorney Marian Rush requested Items D and G be reversed for consistency.

Commissioner Robert Wilford moved to approve the agenda as amended; seconded by Commissioner Dayna Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Vice Mayor Shirley Green Brown moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Wilford.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Alachua Elementary Artwork Certificate Presentation

Deputy City Clerk LeAnne Williams introduced the item.

Mayor Coerper and Ann Robles presented the students with certificates.

Mayor Coerper thanked the parents for coming and keeping their children interested in art.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Mitch Glaeser informed the Commission of new businesses opening at San Felasco Tech City. He announced that Sunday, December 5, 2021, from 1-4 p.m. San Felasco Tech City would hold a Fall Festival. Some events would be: music, food trucks, hot cocoa, face painting, the Fire Department, K-9, a photo booth would be hosted by Fracture, hay rides and Santa and his elves would be there.

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

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

A. Alachua Crossings Minor Subdivision Final Plat: A request by Chad Colson of CHW,Inc., for a Final Plat for Alachua Crossings Minor Subdivision, which proposes the plat of a ±16.02 acre subject property into two lots, along with common areas and an easement for ingress/egress

(Parcel 05885-010-003) (Quasi-Judicial Hearing).

Having been sworn in, Principal Planner Adam Hall introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Miller asked if citizens' concerns were addressed and satisfied.

Principal Planner Hall stated they were. He said the citizens' wanted to make sure they weren't losing access to their property.

Mr. Coleson, CHW, stated he had nothing to add to the staff report.

Commissioner Miller moved to approve the Minor Subdivision / Final Plat for the replat of Alachua Crossings, authorize the Mayor to sign the Final Plat, and authorize the City Attorney to sign the Final Plat, approving their legal form and sufficiency; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B. Preliminary Plat – Convergence Research Park: A request by Robert Walpole, P.E., of Causseaux, Hewett, & Walpole, Inc., applicant and agent for the University of Florida Foundation, Inc., property owner, for consideration of the Preliminary Plat of Convergence Research Park, which proposes the subdivision of a ±109.0 acre subject property into a total of 273 lots, with associated common areas and right-of-way, generally located south of the San Felasco Parkway, east of County Road 241, and north of Shaw Farms of Alachua; Tax Parcel Number 03970-000-000 and a portion of Tax Parcel Number 03929-000-000 (Quasi-Judicial Hearing).

Mayor Coerper announced this item was being deferred. He asked Principal Planner Justin Tabor if the applicant was in agreement.

Principal Planner Tabor stated the applicant agreed with deferring the item to the November 29, 2021, meeting.

City Attorney Rush asked for a motion of the same.

Commissioner Wilford moved to defer Preliminary Plat – Convergence Research Park to a definite meeting of November 29, 2021; seconded by Commissioner Jennifer Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

V. AGENDA ITEMS

A. Amendment No 2 to Subdividers Agreement for Briarwood Phase 1

Principal Planner Hall introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Brown moved to approve the Second Amendment to the Subdividers Agreement for Briarwood Phase 1; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B. Phasing Schedule Adjustment for Tara Baywood Preliminary Plat: A request by Logan Peters, P.E., of JBPro, Inc., applicant and agent for Tara Baywood, property owner, for consideration of phasing schedule adjustment for the preliminary plat for the Tara Baywood Subdivision, which proposes the subdivision of a ±36.37 acre subject property into 211 lots. Tax Parcel Number 03067-063-000.

Principal Planner Hall introduced the item and provided the staff report.

Logan Peters, P.E., came forward to answer questions.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Miller clarified this was only to change the phases and nothing more.

Ms. Peters affirmed this understanding.

Vice Mayor Brown moved to approve the alternative phasing schedule for the Tara Baywood Preliminary Plat; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

C. Federal Fiscal Year (FFY) 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Florida JAG-Direct (JAGD) Grant Application

Administrative Services Manager Vicki Floyd introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Wilford moved to authorize the Mayor and Chief of Police to execute the Acceptance of Federal Funding Assistance, and direct staff to remit Acceptance of Federal

Funding Assistance to the Florida Department of Law Enforcement; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

D. Resolution 22-02: Amending the City of Alachua Fiscal Year 2020-2021 General Fund Budget; Authorizing the Transfer and Appropriation of $87,883 from the General Fund Contingency to the Alachua Police, Human Resources and the Recreation and Culture Department Budgets

City Attorney Rush read Resolution 22-02 by title only.

Finance and Administrative Services Director Robert Bonetti introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Blalock moved to adopt Resolution 22-02; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

E. Resolution 22-03: Amending the Fiscal Year 2021-2022 Budget for the receipt of unanticipated revenue; Increasing the Water Utility Enterprise Fund to appropriate revenues and expenses related to American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund Grant

City Attorney Rush read Resolution 22-03 by title only.

Finance and Administrative Services Director Bonetti introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Blalock moved to adopt Resolution 22-03; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

F. Resolution 22-04: Amending the Fiscal Year 2021-2022 Budget for the receipt of unanticipated revenue; Increasing the CRA Special Revenue Fund to appropriate revenues and expenses related to the Rural Business Services program of the United States Department of Agriculture Grant

City Attorney Rush read Resolution 22-04 by title only.

Finance and Administrative Services Director Bonetti introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Mayor Coerper stated he was glad to see this happening.

Commissioner Miller moved to adopt Resolution 22-04; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

G. Alachua Water Quality and Resiliency Improvement Project Grant

Public Services Director Rodolfo Valladares introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Miller thanked staff for going after grants for the City.

Commissioner Miller moved approve the Agreement between the City of Alachua and Florida Department of Environmental Protection and authorize and direct the City Manager to execute the contract and any other necessary documents; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

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

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

City Attorney Rush wished everyone a happy and safe Thanksgiving.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Blalock stated she was proud of the Springs Art Festival, which was well attended. She stated she served at Josh's Place. She announced Santa Fe High School Basketball starts November 16, 2021. She wished everyone a safe Thanksgiving.

Commissioner Miller announced:
· The Alachua Business League would have Novemberfest at Main Street Pie on November 22, 2021, 6:00 P.M.
· The Youth Advisory Council would have their next meeting on November 18, 2021, at 5:30 P.M.
She thanked Public Services and Waste Pro for cleaning up Main Street in preparation for Christmas decorating. She stated the Fall Festival was wonderful, but the clean-up was tremendous. She thanked staff for all of their hard work.

Commissioner Wilford thanked:
· Pastor Sermons for the invocation
· Those who attended the meeting and provided comments
· The Alachua Police Department for their continued vigilance in keeping the community safe
He congratulated:
· Madison Martin, Santa Fe High School Girls' Volleyball Team, who would be playing for the 4-A State Championship
· Connor Wetherington, Santa Fe High School, who had signed with the University of North Carolina-Charlotte Track and Field Team
He attended:
· Central Florida Community Action Agency meeting
· CDS Family & Behavioral Health Services Employee Appreciation Day
· Gallop-N-Gary's Veterans Day event
· Fall Festival on Main Street
He stated he would not attend the next meeting, as he would be out of town. He wished everyone a wonderful Thanksgiving.

Vice Mayor Brown thanked Pastor Sermons for the fervent prayer. She stated it was great to have the children from Alachua Elementary come and be recognized for their art pieces. She stated she attended a virtual Colonel Charles Young Veterans Day Ceremony. She expressed her sadness regarding the death of Mr. Stoney Shine at the Maude Lewis Park in Alachua, and stated her concerns. She thanked Chief Scott and his staff for their continued protection of the community. She announced the Youth Advisory Council would host another event for our seniors: Christmas Caroling and Bingo, December 4, 2021, from 1:00 to 3:00 P.M., at the Cleather H. Hathcock Center.

Mayor Coerper congratulated Santa Fe Volleyball team, as they were going to state. He stated the Fall Festival was wonderful, and he thanked the Alachua Business League for their work.

Commissioner Blalock requested prayer for Recreation and Culture Director Elliot Harris and his family.

ADJOURN

Commissioner Wilford moved to adjourn; seconded by Vice Mayor Brown.

CONSENT AGENDA

CONSENT AGENDA ITEMS

A. October 11, 2021 City Commission Meeting Minutes

B. October 25, 2021 City Commission Meeting Minutes

C. Public Services - Powerline Vegetation Maintenance and Tree Trimming Services

D. Public Services - Warehouse Inventory Purchase

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Mike DaRoza, City Manager/Clerk

_____
Gib Coerper, Mayor

City Commission Meeting Sign In
December 13, 2021

	Name *(Please Print)*
(Please Print) Cap Wilson Cox	*(Please Print)*
(Please Print) Aaron Hickman	*(Please Print)*
(Please Print) Terri Burley	*(Please Print)*
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