Regular City Commission Meeting
Agenda
March 11, 2024

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

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

Meeting Date: March 11, 2024

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

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

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. Kirkland Farms Phase 1 Final Plat: A request by Claudia Vega, P.E., of eda consultants, inc., applicant and agent, for Garden Street Communities Southeast, LLC, property owner, for consideration of the Final Plat for Kirkland Farms Phase 1, which proposes to subdivide a ±36.58 acre subject property into a total of 70 lots with associated common areas and road right-of-way; Consisting of Tax Parcel Numbers 03924-000-000, 03917-200-002, and a portion of 03865-000-000 (Quasi-Judicial Hearing).

V. AGENDA ITEMS

A. NEW City Street N from 441 to Parcel 05844-004-001

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

February 12, 2024, City Commission Meeting Minutes

February 26, 2024, City Commission Meeting Minutes

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 3/11/2024
SUBJECT: Kirkland Farms Phase 1 Final Plat: A request by Claudia Vega, P.E., of eda consultants, inc., applicant and agent, for Garden Street Communities Southeast, LLC, property owner, for consideration of the Final Plat for Kirkland Farms Phase 1, which proposes to subdivide a ±36.58 acre subject property into a total of 70 lots with associated common areas and road right-of-way; Consisting of Tax Parcel Numbers 03924-000-000, 03917-200-002, and a portion of 03865-000-000 (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 Phase 1 of Kirkland Farms ("Final Plat");
2. Approves the "Subdivides Agreement for Kirkland Farms Phase 1" ("Subdivides Agreement");
3. Authorizes the Mayor and City Attorney to sign the Final Plat and Subdivides Agreement;
4. Accepts the Common Law Performance Bond from Garden Street Communities Southeast, LLC in the amount of $5,803,126.51 as the surety instrument for infrastructure improvements, other than the house sidewalks; and
5. Accepts the Common Law Performance Bond from Common Law Performance Bond from Garden Street Communities Southeast, LLC in the amount of $205,560.00 as the surety instrument for the house sidewalks.

Summary

This application is a request by Claudia Vega, P.E, of eda consultants, inc., applicant and agent for Garden Street Communities Southeast, LLC, property owner, for consideration of the final plat of Phase 1 of Kirkland Farms subdivision, which proposes to subdivide a ±36.58-acre subject property into a total of 70 lots with associated common areas and road right-of-way.
The subject property consists of portions of Parcel Numbers 03924-000-000, 03917-

200-002, and a portion of 03865-000-000, and is located south of Peggy Road and Legacy Park, east of I-75, and north of the CSX rail line right-of-way.

The preliminary plat for the Kirkland Farms subdivision was approved by the City Commission on February 27, 2023. The Kirkland Farms subdivision is comprised of two (2) phases and will consist of lots ranging in size from ±6,000 square feet to ±9,335 square feet, with the majority of lots being ±6,000 square feet. The approved preliminary plat included 150 single-family residential lots. The subdivision includes common areas located along the eastern, southern, and western perimeters of the subject property. Stormwater for the proposed development will be conveyed to and treated within three (3) stormwater management facilities located in the common areas along the southern and western portions of the property. A pedestrian pathway will connect the internal sidewalk system to the public right-of-way of Peggy Road and will include a connection to the Hal Brady Recreation Complex. A 50' buffer is shown between the proposed lots and the eastern property line. 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 Planned Development – Residential zoning designation for the subject property was approved by the City Commission on September 26, 2022, through Ordinance 22-19.

On February 26, 2024, the City Commission voted to defer this item until the March 11, 2024, regular meeting to allow the applicant additional time to obtain required surety devices.

ATTACHMENTS:

Description

- Final Plat - Kirkland Farms Phase 1
- Staff Report and Staff Supporting Materials
- Application and Supporting Materials
- Subdividers Agreement for Kirkland Farms Phase 1
- Letter of Title Opinion
- Public Notice Materials for the 02/26/2024 City Commission Hearing

\\SERVER3\survey_Projects\2022\2022-0011 (Peggy Road)\DWG\2022-0011.S04_Plat-Ph1.dwg - Sheet 1

KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ____, PAGE ____

SHEET 1 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 10 & 11 OF J.C. SHEFFIELD SUBDIVISION, PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND A PORTION THEREOF BEING A REPLAT OF A LOTS 3 THROUGH 7, BLOCK 3 OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT AND IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22°57'58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18°36'05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23°00'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22°10'46" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58°40'47" EAST, A DISTANCE OF 2125.72 FEET; THENCE NORTH 02°55'51" WEST, A DISTANCE OF 185.08 FEET; THENCE NORTH 31°32'08" WEST, A DISTANCE OF 127.18 FEET; THENCE NORTH 58°27'52" EAST, A DISTANCE OF 59.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'18", A DISTANCE OF 1.97 FEET TO THE POINT OF TANGENCY (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 30°46'59" WEST, 1.97 FEET); THENCE NORTH 31°32'08" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 58°27'52" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 58°40'47" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 24.70 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 02°54'44" WEST, A DISTANCE OF 83.43 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5064, PAGE 307 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 02°54'44" WEST, A DISTANCE OF 30.34 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALACHUA COUNTY ROAD NO. 2054, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 240, PAGE 565 OF SAID PUBLIC RECORDS; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.39 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 31°21'30" EAST, A DISTANCE OF 26.53 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 02°55'51" EAST, ALONG THE EAST LINE OF SAID LANDS AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF A 40 FOOT WIDE RIGHT-OF-WAY LYING WEST OF BLOCKS 1 AND 4 OF ALACHUA REALTY CO SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 106, OF SAID PUBLIC RECORDS, A DISTANCE OF 948.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER ATLANTIC COAST LINE RAILROAD CO.) 100 FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE SOUTH 41°06'29" WEST, ALONG SAID NORTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1640.15 FEET TO A POINT ON SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT; THENCE NORTH 70°50'15" WEST, ALONG SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT, A DISTANCE OF 1214.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.58 ACRES, MORE OR LESS.

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (SEE NOTE 10) WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE C.S.X. TRANSPORTATION, INC. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD AIR LINE RAILROAD) AS BEING NORTH 58 DEGREES, 40 MINUTES, 47 SECONDS EAST.
2. THE ERROR OF CLOSURE OF THE BOUNDARY OF THE HEREON DESCRIBED PROPERTY DOES NOT EXCEED 1/10,000.
3. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. THE DISTANCES SHOWN HEREON ARE IN THE HORIZONTAL PLANE AND U.S. SURVEY FOOT.
5. IN THIS SURVEYOR'S OPINION, THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X (UNSHADED)" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN), AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12001C0120D, COMMUNITY NUMBER 120664, PANEL 0120D, WITH AN EFFECTIVE DATE OF JUNE 16, 2006.
6. TOTAL NUMBER OF RESIDENTIAL LOTS = 70
7. TOTAL ACREAGE OF SUBDIVISION = 36.58± ACRES
8. ELEVATIONS SHOWN HEREON WERE BASED ON AN ELEVATION OF 113.68 FEET (NAVD 88 DATUM) ON A FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT WITH BRASS DISK STAMPED "175 73 B3I".
9. PURSUANT TO CHAPTER 177.091(9) – MONUMENTS WILL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP; UNLESS A MONUMENT ALREADY EXISTS OR CANNOT BE SET DUE TO A PHYSICAL OBSTRUCTION.
10. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (SPC FL N) REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) (2011 ADJUSTMENT) [NAD83(2011)], USING THE U.S. SURVEY FOOT.
11. ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
12. BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM) UNLESS OTHERWISE NOTED:

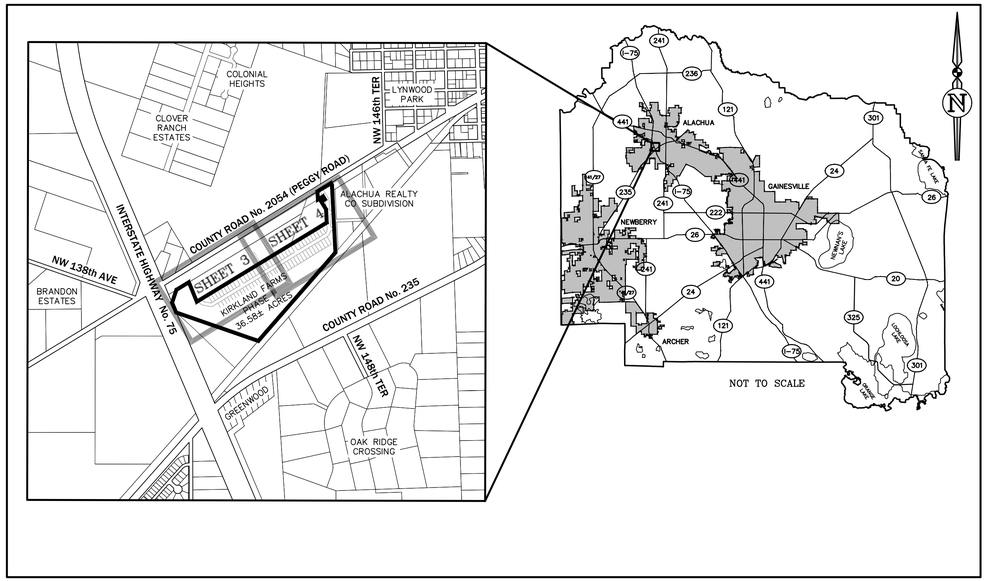
FRONT	20	FEET
REAR	15	FEET
SIDE (STREET)	10	FEET
SIDE (INTERIOR)	5	FEET

(APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES)

13. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF TREES PLANTED IN RIGHTS-OF-WAY AND COMMON AREAS IN CONFORMANCE WITH SECTION 7.8.1 OF THE CITY OF ALACHUA CODE OF ORDINANCES AND IN CONFORMANCE WITH THE SUBDIVIDERS AGREEMENT.
14. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF ALL COMPONENTS OF THE STORMWATER SYSTEM NOT WITHIN THE PUBLIC RIGHTS-OF-WAY.

PURPOSE OF COMMON AREAS

COMMON AREA No. 1	STORMWATER & DRAINAGE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT; PEDESTRIAN PATH
COMMON AREA No. 2	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 3	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 4	PUBLIC INGRESS & EGRESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 5	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 6	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 7	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 8	PEDESTRIAN PATH; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 9	PUBLIC INGRESS & EGRESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT



LOCATION AND KEY MAP

ALACHUA COUNTY, FLORIDA

LEGEND AND ABBREVIATIONS

PSM	PROFESSIONAL SURVEYOR AND MAPPER	IEE	INGRESS-EGRESS EASEMENT
LB	LICENSED BUSINESS	PC	POINT OF CURVATURE
R	RADIUS	PCP	PERMANENT CONTROL POINT
L	ARC LENGTH	POC	POINT OF COMMENCEMENT
D	DELTA (CENTRAL) ANGLE	POB	POINT OF BEGINNING
CB	CHORD BEARING	PRM	PERMANENT REFERENCE MONUMENT
CD	CHORD DISTANCE	PT	POINT OF TANGENCY
(R)	RADIAL	O.R.	OFFICIAL RECORDS BOOK
(NR)	NON-RADIAL	PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY	PDE	PRIVATE DRAINAGE EASEMENT
±	MORE OR LESS	SECTION 22-10-19	SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST
I.D.	IDENTIFICATION	FFE	MINIMUM REQUIRED FINISHED FLOOR ELEVATION
MAG	CHRISNIK'S BRAND	S.F.	SQUARE FEET
	N=231668.49 STATE PLANE COORDINATES	AC.	ACRES
	E=2636887.77 (NAD83 – FLORIDA NORTH ZONE)	BSL	BUILDING SETBACK LINE (TYPICAL)
CM	CONCRETE MONUMENT	GRU	GAINESVILLE REGIONAL UTILITIES
PB	PLAT BOOK	IR/C	IRON ROD WITH PLASTIC CAP

- ● PERMANENT REFERENCE MONUMENT (PRM) – 5/8" IR/C "PRM LB 2389" (SET)
- ○ PERMANENT REFERENCE MONUMENT (PRM) – MAG NAIL WITH BRASS DISK "PRM LB 2389" (SET)
- ■ PERMANENT REFERENCE MONUMENT (PRM) – 4"X4" CM – SIZE AND IDENTIFICATION AS NOTED (FOUND)
- ◉ PERMANENT CONTROL POINT (PCP) – MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
- ◎ PERMANENT REFERENCE MONUMENT (PRM) – IRON PIPE – SIZE AND IDENTIFICATION AS NOTED (FOUND)

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.

OWNER'S CERTIFICATION AND DEDICATION

GARDEN STREET COMMUNITIES SOUTHEAST, LLC DOES HEREBY CERTIFY THAT GARDEN STREET COMMUNITIES SOUTHEAST, LLC IS THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "KIRKLAND FARMS PHASE I", AND DOES HEREBY DEDICATE TO THE PUBLIC, FOREVER, THE STREETS, PUBLIC RIGHT-OF-WAYS, AND EASEMENTS AS SHOWN HEREON. MAINTENANCE OF STORMWATER FACILITIES AND PRIVATE DRAINAGE EASEMENTS WILL BE THE SOLE RESPONSIBILITY OF THE KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC. WITH THE RIGHT TO DISCHARGE STORMWATER RESERVED UNTO THE PUBLIC.

WILLIAM BRYAN ADAMS — WITNESS — WITNESS
MANAGER
GARDEN STREET COMMUNITIES SOUTHEAST, LLC

ACKNOWLEDGEMENT

STATE OF FLORIDA, COUNTY OF ESCAMBIA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, WILLIAM BRYAN ADAMS, AS MANAGER OF GARDEN STREET COMMUNITIES SOUTHEAST, LLC, AND DID ACKNOWLEDGE TO AND BEFORE ME BY MEANS OF PHYSICAL PRESENCE THAT HE EXECUTED THE ABOVE INSTRUMENT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS_____DAY OF_____A.D. 2024.

NOTARY PUBLIC, STATE OF FLORIDA — MY COMMISSION EXPIRES — TYPE OF IDENTIFICATION PRODUCED (IF NOT PERSONALLY KNOWN)

CONVEYANCE OF COMMON AREAS

GARDEN STREET COMMUNITIES SOUTHEAST, LLC DOES HEREBY CERTIFY THAT GARDEN STREET COMMUNITIES SOUTHEAST, LLC IS THE OWNER OF "KIRKLAND FARMS PHASE I", AS DESCRIBED HEREON, AND DOES HEREBY CONVEY TO KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC. THE COMMON AREAS SHOWN HEREON FOR USE AND MAINTENANCE. THE CITY OF ALACHUA PROVIDES NO LIABILITY INSURANCE FOR ANY COMMON AREA OR RECREATIONAL FACILITY.

WILLIAM BRYAN ADAMS — WITNESS — WITNESS
MANAGER
GARDEN STREET COMMUNITIES SOUTHEAST, LLC

ACKNOWLEDGEMENT

STATE OF FLORIDA, COUNTY OF ESCAMBIA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, WILLIAM BRYAN ADAMS, AS MANAGER OF GARDEN STREET COMMUNITIES SOUTHEAST, LLC, AND DID ACKNOWLEDGE TO AND BEFORE ME BY MEANS OF PHYSICAL PRESENCE THAT HE EXECUTED THE ABOVE INSTRUMENT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS_____DAY OF_____A.D. 2024.

NOTARY PUBLIC, STATE OF FLORIDA — MY COMMISSION EXPIRES — TYPE OF IDENTIFICATION PRODUCED (IF NOT PERSONALLY KNOWN)

CERTIFICATE AND SIGNATURE CITY OF ALACHUA REPRESENTATIVE

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

AUSTIN BLAZS, PSM — DATE
SURVEYOR & MAPPER FOR CITY OF ALACHUA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION No. 7401

CERTIFICATE OF APPROVAL FOR CITY OF ALACHUA

WE THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF CITY OF ALACHUA'S ORDINANCES AND REGULATIONS:

FORM AND LEGALITY — CITY ATTORNEY — DATE

CITY OF ALACHUA COMMISSION

THIS PLAT WAS APPROVED BY THE CITY OF ALACHUA COMMISSION ON _____ — MAYOR — DATE

ATTEST: CITY MANAGER — DATE

RECEIVED AND RECORDED ON THIS

DAY OF _____ A.D. 2024 CLERK _____ DEPUTY CLERK

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT OF "KIRKLAND FARMS PHASE I" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS UNDER THE RESPONSIBLE DIRECTION AND SUPERVISION OF ANOTHER PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY THE SAME LEGAL ENTITY; AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART I OF THE FLORIDA STATUTES.

EDA CONSULTANTS INC.
720 SW 2ND AVENUE, SOUTH TOWER, SUITE 300, GAINESVILLE, FLORIDA 32601
FLORIDA CORPORATE CERTIFICATE OF AUTHORIZATION NO. LB 2389
BY: JARED ROGERS – PROFESSIONAL SURVEYOR AND MAPPER; FLORIDA CERTIFICATE NO. 6687

eda consultants inc.
LB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL: (352) 373-3541
www.edafl.com mail@edafl.com

Plotted: Jan 24, 2024 – 15:53:49 – aloonie

KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ____, PAGE ____

SHEET 2 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 10 & 11 OF J.C. SHEFFIELD SUBDIVISION, PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND A PORTION THEREOF BEING A REPLAT OF A LOTS 3 THROUGH 7, BLOCK 3 OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

LEGEND AND ABBREVIATIONS

PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS
R RADIUS
L ARC LENGTH
D DELTA (CENTRAL) ANGLE
CB CHORD BEARING
CD CHORD DISTANCE
(R) RADIAL
(NR) NON-RADIAL
R/W RIGHT-OF-WAY
± MORE OR LESS
I.D. IDENTIFICATION
MAG CHRISNIK'S BRAND
N=231668.49 E=2636887.77 STATE PLANE COORDINATES (NAD83 - FLORIDA NORTH ZONE)
CM CONCRETE MONUMENT
PB PLAT BOOK
● PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IR/C "PRM LB 2389" (SET)
○ PERMANENT REFERENCE MONUMENT (PRM) - MAG NAIL WITH BRASS DISK "PRM LB 2389" (SET)
■ PERMANENT REFERENCE MONUMENT (PRM) - 4"X4" CM - SIZE AND IDENTIFICATION AS NOTED (FOUND)
◉ PERMANENT CONTROL POINT (PCP) - MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
✪ PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - SIZE AND IDENTIFICATION AS NOTED (FOUND)

IEE INGRESS-EGRESS EASEMENT
PC POINT OF CURVATURE
PCP PERMANENT CONTROL POINT
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
PRM PERMANENT REFERENCE MONUMENT
PT POINT OF TANGENCY
O.R. OFFICIAL RECORDS BOOK
PUE PUBLIC UTILITY EASEMENT
PDE PRIVATE DRAINAGE EASEMENT
SECTION 22-10-19 SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST
FFE MINIMUM REQUIRED FINISHED FLOOR ELEVATION
S.F. SQUARE FEET
AC. ACRES
BSL BUILDING SETBACK LINE (TYPICAL)
GRU GAINESVILLE REGIONAL UTILITIES
IR/C IRON ROD WITH PLASTIC CAP

E LINE OF LOT 12 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
W LINE OF LOT 11 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
S LINE OF LOT 10 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
N LINE OF LOT 1 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60

RAILROAD R/W LINE
200' C.S.X. TRANSPORTATION, INC. RAILROAD RIGHT-OF-WAY (FORMER SEABOARD AIR LINE RAILWAY CO.)

NOT INCLUDED
A PORTION OF LOT 12
J. C. SHEFFIELD
SUBDIVISION
PLAT BOOK "A", PAGE 60

N 58°40'47" E 203.28'
S 23°00'14" E 32.29'
N 18°36'05" E 190.63'
N 22°57'58" W 147.54'
S 22°10'40" E 261.37'

100' ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT O.R. 50, PAGE 27 AND O.R. 191, PAGE 49

COMMON AREA No. 1

POINT OF BEGINNING

INTERSTATE HIGHWAY No. 75
STATE ROAD No. 93
(300' R/W)

LIMITED ACCESS R/W LINE

UNPLATTED LANDS

312.58'

(4"x4", NO ID)

FRACTIONAL SECTION 21
FRACTIONAL SECTION 22

SOUTH LINE OF WILLIAM GARVIN GRANT

N 70°50'15" W 1214.61'
1051.93'

LOT 11 J. C. SHEFFIELD SUBDIVISION
PLAT BOOK "A", PAGE 60

SHEET 3 OF 4

15' TEMPORARY IEE & PUE O.R. _____ PAGE _____

MATCH LINE

N 58°40'47" E 2125.72'

1098.10'

70 69 68 67 66 65 64 63 62 61 60 59 58 57 56 55 54 53 52 51 50 49 48 47 46 45

N.W. 136th PLACE (50' PUBLIC R/W)

1027.62'

44 43 42 41 40 39 38 37 36

N.W. 138th LANE (50' PUBLIC R/W)

N.W. 150th CIRCLE (50' PUBLIC R/W)

COMMON AREA No. 8

COMMON AREA No. 7

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35

LOT 3, BLOCK 3

COMMON AREA No. 1

S 78°53'54" E 271.94'
S 78°53'54" E 408.73'

100' ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT O.R. 50, PAGE 27 AND O.R. 191, PAGE 49

EAST LINE W. WILLIAM GARVIN GRANT FRACTIONAL SECTION 22

LOT 6, BLOCK 3

LOT 4, BLOCK 3

"ALACHUA REALTY CO SUBDIVISION" PLAT BOOK "A", PAGE 106

LOT 5, BLOCK 3

LOT 7, BLOCK 3

COMMON AREA No. 1

S 79°10'57" E 419.91'
S 79°10'57" E 476.08'

S 41°06'29" W 1640.15'
1237.63'

100' C.S.X. TRANSPORTATION, INC. RAILROAD RIGHT-OF-WAY (FORMER ATLANTIC COAST LINE RAILROAD CO.)

RAILROAD R/W LINE

115.81'

286.70'

FOUND 3/4" IRON PIPE - NO CAP
SET 5/8" REBAR & CAP "PRM LB 2389" 5.00' NE & 5.00' W ALONG PLAT BOUNDARY LINES

SHEET 4 OF 4

UNPLATTED LANDS

10' PUE (O.R. _____ PAGE _____)

N 02°55'51" W 185.08'

S 02°55'51" E 948.12' (150' RIGHT-OF-WAY)

COMMON AREA No. 2

N.W. 150th CIRCLE (50' PUBLIC R/W)

LOT 3, BLOCK 1

"ALACHUA REALTY CO SUBDIVISION" PLAT BOOK "A", PAGE 106

BLOCK 4

"ALACHUA REALTY CO SUBDIVISION" PLAT BOOK "A", PAGE 106

FOUND 3/4" IRON PIPE WITH CAP "PLS 3456" SET 5/8" REBAR & CAP "PRM LB 2389" 5.00' N & 5.00' SW ALONG PLAT BOUNDARY LINES

PEGGY ROAD - NW 26 - COUNTY ROAD 2054
O.R. 240, PAGE 565

COMMON AREA No. 9

N 58°40'47" E 220.39'

N 02°54'44" W 30.34'

COMMON AREA No. 4

S 31°21'30" E 26.53'

UNPLATTED LANDS

N 02°54'44" W 83.43'

COMMON AREA No. 5

EAST LINE OF O.R. 4942, PAGE 1289

RAILROAD R/W LINE
SW CORNER OF O.R. 4942, PAGE 1289

L4 L3 L2 L1(NR) C22

N.W. 150th CIRCLE (50' PUBLIC R/W)

LIFT STATION PARCEL
NOT A PART OF THIS PLAT
DEEDED TO CITY OF ALACHUA
O.R. _____, PAGE _____

COMMON AREA No. 6

COMMON AREA No. 3

N 31°32'08" W 127.18'

LOT 2, BLOCK 1

eda consultants inc.
LB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL. (352) 373-3541
www.edafl.com mail@edafl.com

\\SERVER3\survey_Projects\2022\2022-0011 (Peggy Road)\DWG\2022-0011.S04_Plat-Ph1.dwg - Sheet 2
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KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ____, PAGE ____

SHEET 3 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 10 & 11 OF J.C. SHEFFIELD SUBDIVISION, PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND A PORTION THEREOF BEING A REPLAT OF A LOTS 3 THROUGH 7, BLOCK 3 OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM)
UNLESS OTHERWISE NOTED

FRONT	20 FEET
REAR	15 FEET
SIDE (STREET)	10 FEET
SIDE (INTERIOR)	5 FEET

APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES

RAILROAD R/W LINE

200' C.S.X. TRANSPORTATION, INC. RAILROAD RIGHT-OF-WAY
(FORMER SEABOARD AIR LINE RAILWAY CO.)

E LINE OF LOT 12 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
W LINE OF LOT 11 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60

S LINE OF LOT 10 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
N LINE OF LOT 11 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60

BENCHMARK
SET MAG SPIKE & DISK "LB 2389"
IN SOUTH SIDE OF 55" LIVE OAK
TOP OF SPIKE ELEVATION = 93.14'

N= 289,217.70'
E= 2,599,798.22'

N 58°40'47" E 203.28'
102.22' 101.06'

S 23°00'14" E
16.96'

S 23°00'14" E
32.29'

INTERSTATE HIGHWAY No. 75
STATE ROAD No. 93
(300' R/W)

NOT INCLUDED
A PORTION OF LOT 12
J. C. SHEFFIELD SUBDIVISION
PLAT BOOK "A", PAGE 60

N 18°36'05" E
190.65'

N 22°57'58" W
147.54'

POINT OF BEGINNING
N= 288,795.49'
E= 2,599,621.32'

COMMON AREA No. 1
21.95± Ac.

S 22°10'40" E 261.37'

S 22°10'40" E 356.98'

100' ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT O.R. 50, PAGE 77 AND O.R. 191, PAGE 49

REMAINDER OF
LOT 11 J. C. SHEFFIELD SUBDIVISION
PLAT BOOK "A", PAGE 60

MATCH LINE
SEE SHEET 4 OF 4

REMAINDER OF
LOT 11 J. C. SHEFFIELD SUBDIVISION
PLAT BOOK "A", PAGE 60

* RESIDENCE MUST FACE IN DIRECTION OF ARROW

15' TEMPORARY IEE & PUE O.R. _____ PAGE _____

N 31°19'13" W 4.06'

S 22°10'40" E 40.55'

N 80°29'10" W 84.94'

S 80°29'10" E 294.36'

S 78°53'54" E 87.63'

N 78°53'54" W 50.30'

N 70°30'15" W 1214.61'

LIMITED ACCESS R/W LINE

UNPLATTED LANDS

FRACTIONAL SECTION 21
FRACTIONAL SECTION 22

SOUTH LINE OF WILLIAM CARVIN GRANT

BENCHMARK
4"x4" CONCRETE MONUMENT
(NO IDENTIFICATION)
TOP OF MONUMENT ELEVATION = 81.72'
(4"x4", NO ID)

213.36'

100' ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT O.R. 50, PAGE 77 AND O.R. 191, PAGE 49

COMMON AREA No. 1
21.95± Ac.

N 58°40'47" E 2125.72'

S 58°40'47" W 570.00'

S 58°40'47" W 454.96'

S 58°40'47" W 810.00'

S 58°40'47" W 1848.01'

N 58°40'47" E 868.87'

494.97'

890.00'

N.W. 136th PLACE
(50' PUBLIC R/W)

N.W. 150th CIRCLE
(50' PUBLIC R/W)

10' PUE

25' BSL

15' BSL

20' BSL

Curve #	Delta	Radius	Arc	Chord	Tangent	Chord Bearing
C2	40°50'04"	40.00'	28.51'	27.91'	14.89'	S 79°05'49" W
C15	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 76°19'13" E
C16	90°00'00"	15.00'	23.56'	21.21'	15.00'	N 13°40'47" E
C17	40°50'04"	15.00'	10.69'	10.47'	5.58'	N 79°05'49" E
C18	40°50'04"	65.00'	46.33'	45.35'	24.20'	N 79°05'49" E
C19	49°09'56"	75.00'	64.36'	62.40'	34.31'	S 55°54'11" E
C20	49°09'56"	125.00'	107.26'	104.00'	57.18'	S 55°54'11" E

LEGEND AND ABBREVIATIONS

PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
R	RADIUS
L	ARC LENGTH
D	DELTA (CENTRAL) ANGLE
CB	CHORD BEARING
CD	CHORD DISTANCE
(R)	RADIAL
(NR)	NON-RADIAL
R/W	RIGHT-OF-WAY
±	MORE OR LESS
I.D.	IDENTIFICATION
MAG	CHRISNIK'S BRAND
N=231668.49	STATE PLANE COORDINATES
E=2636887.77	(NAD83 – FLORIDA NORTH ZONE)
CM	CONCRETE MONUMENT
PB	PLAT BOOK
●	PERMANENT REFERENCE MONUMENT (PRM) – 5/8" IR/C "PRM LB 2389" (SET)
○	PERMANENT REFERENCE MONUMENT (PRM) – MAG NAIL WITH BRASS DISK "PRM LB 2389" (SET)
■	PERMANENT REFERENCE MONUMENT (PRM) – 4"X4" CM – SIZE AND IDENTIFICATION AS NOTED (FOUND)
◉	PERMANENT CONTROL POINT (PCP) – MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
⊙	PERMANENT REFERENCE MONUMENT (PRM) – IRON PIPE – SIZE AND IDENTIFICATION AS NOTED (FOUND)
IEE	INGRESS-EGRESS EASEMENT
PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
O.R.	OFFICIAL RECORDS BOOK
PUE	PUBLIC UTILITY EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
SECTION 22-10-19	SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST
FFE	MINIMUM REQUIRED FINISHED FLOOR ELEVATION
S.F.	SQUARE FEET
AC.	ACRES
BSL	BUILDING SETBACK LINE (TYPICAL)
GRU	GAINESVILLE REGIONAL UTILITIES
IR/C	IRON ROD WITH PLASTIC CAP

1	6,090± S.F.	FFE = 79.10'	BSL
2	6,000± S.F.	FFE = 78.85'	BSL
3	6,000± S.F.	FFE = 78.65'	
4	6,000± S.F.	FFE = 78.40'	
5	6,000± S.F.	FFE = 78.20'	
6	6,000± S.F.	FFE = 77.85'	
7	6,000± S.F.	FFE = 77.40'	
8	6,000± S.F.	FFE = 76.90'	BSL
9	6,000± S.F.	FFE = 76.45'	
10	6,000± S.F.	FFE = 75.95'	
11	6,000± S.F.	FFE = 75.55'	
12	6,000± S.F.	FFE = 75.15'	BSL
13	6,000± S.F.	FFE = 75.15'	BSL
14	6,000± S.F.	FFE = 75.15'	
15	6,000± S.F.	FFE = 75.15'	
16	6,000± S.F.	FFE = 75.15'	
17	6,000± S.F.	FFE = 75.15'	BSL
18	6,000± S.F.	FFE = 75.15'	BSL
19	6,000± S.F.	FFE = 75.35'	
51	6,000± S.F.	FFE = 76.55'	BSL
52	6,000± S.F.	FFE = 76.35'	BSL
53	6,000± S.F.	FFE = 76.10'	BSL
54	6,000± S.F.	FFE = 75.85'	
55	6,000± S.F.	FFE = 75.65'	
56	6,000± S.F.	FFE = 75.65'	
57	6,000± S.F.	FFE = 76.00'	BSL
58	6,000± S.F.	FFE = 76.40'	
59	6,000± S.F.	FFE = 76.80'	BSL
60	7,152± S.F.	FFE = 77.30'	BSL
61	7,152± S.F.	FFE = 78.40'	BSL
62	6,000± S.F.	FFE = 78.85'	BSL
63	6,000± S.F.	FFE = 79.35'	BSL
64	6,000± S.F.	FFE = 79.65'	
65	6,000± S.F.	FFE = 79.75'	
66	6,000± S.F.	FFE = 80.00'	
67	6,000± S.F.	FFE = 80.20'	BSL
68	6,000± S.F.	FFE = 80.40'	BSL
69	6,000± S.F.	FFE = 80.60'	BSL
70	9,182± S.F.	FFE = 81.20'	BSL

COMMON AREA No. 8
2,400± S.F.

MATCH LINE
SEE SHEET 4 OF 4

EAST LINE OF WILLIAM CARVIN GRANT
FRACTIONAL SECTION 22

eda consultants inc.
LB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
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TEL: (352) 272-3541
www.edafl.com mail@edafl.com

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PLAT BOOK ____, PAGE ____

SHEET 4 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 10 & 11 OF J.C. SHEFFIELD SUBDIVISION, PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND A PORTION THEREOF BEING A REPLAT OF A LOTS 3 THROUGH 7, BLOCK 3 OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

Line Table		
Line #	Bearing	Distance
L1	N 58°27'52" E	59.97'
L2	N 31°32'08" W	48.03'
L3	S 58°27'52" W	60.00'
L4	S 58°40'47" W	24.70'

BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM)
UNLESS OTHERWISE NOTED

FRONT	20 FEET
REAR	15 FEET
SIDE (STREET)	10 FEET
SIDE (INTERIOR)	5 FEET

APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES

Curve Table						
Curve #	Delta	Radius	Arc	Chord	Tangent	Chord Bearing
C1	28°36'16"	100.00'	49.92'	49.41'	25.49'	S 17°14'00" E
C3	28°36'16"	125.00'	62.41'	61.76'	31.87'	N 17°14'00" W
C4	28°36'16"	75.00'	37.44'	37.06'	19.12'	N 17°14'00" W
C5	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 47°55'51" E
C6	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 42°04'09" W
C7	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 47°55'51" E
C8	73°23'54"	15.00'	19.22'	17.93'	11.18'	S 50°22'11" W
C9	40°34'11"	125.00'	88.51'	86.67'	46.20'	N 33°57'20" E
C10	4°26'22"	125.00'	9.69'	9.68'	4.84'	N 56°27'36" E
C11	44°35'09"	75.00'	58.36'	56.90'	30.75'	N 19°21'43" E
C12	17°01'29"	75.00'	22.29'	22.20'	11.23'	N 50°10'02" E
C13	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 76°19'13" E
C14	90°00'00"	15.00'	23.56'	21.21'	15.00'	N 13°40'47" E
C21	27°05'59"	75.00'	35.47'	35.14'	18.07'	N 16°28'51" W
C22	1°30'18"	75.00'	1.97'	1.97'	0.98'	N 30°46'59" W

LEGEND AND ABBREVIATIONS

PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS
R RADIUS
L ARC LENGTH
D DELTA (CENTRAL) ANGLE
CB CHORD BEARING
CD CHORD DISTANCE
(R) RADIAL
(NR) NON-RADIAL
R/W RIGHT-OF-WAY
± MORE OR LESS
I.D. IDENTIFICATION
MAG CHRISNIK'S BRAND
N=231668.49 STATE PLANE COORDINATES
E=2636887.77 (NAD83 - FLORIDA NORTH ZONE)
CM CONCRETE MONUMENT
PB PLAT BOOK
● PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IR/C "PRM LB 2389" (SET)
○ PERMANENT REFERENCE MONUMENT (PRM) - MAG NAIL WITH BRASS DISK "PRM LB 2389" (SET)
■ PERMANENT REFERENCE MONUMENT (PRM) - 4"X4" CM - SIZE AND IDENTIFICATION AS NOTED (FOUND)
◘ PERMANENT CONTROL POINT (PCP) - MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
◘ PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - SIZE AND IDENTIFICATION AS NOTED (FOUND)

IEE INGRESS-EGRESS EASEMENT
PC POINT OF CURVATURE
PCP PERMANENT CONTROL POINT
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
PRM PERMANENT REFERENCE MONUMENT
PT POINT OF TANGENCY
O.R. OFFICIAL RECORDS BOOK
PUE PUBLIC UTILITY EASEMENT
PDE PRIVATE DRAINAGE EASEMENT
SECTION 22-10-19 SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST
FFE MINIMUM REQUIRED FINISHED FLOOR ELEVATION
S.F. SQUARE FEET
AC. ACRES
BSL BUILDING SETBACK LINE (TYPICAL)
GRU GAINESVILLE REGIONAL UTILITIES
IR/C IRON ROD WITH PLASTIC CAP

COMMON AREA No. 1
21.95± Ac.

BENCHMARK
SET MAG SPIKE & DISK "LB 2389"
IN NW SIDE OF 45" LAUREL OAK
TOP OF SPIKE ELEVATION=79.17'

FOUND 3/4" IRON PIPE WITH CAP "PLS 3456"
SET 5/8" REBAR & CAP "PRM LB 2389" 5.00' N
& 5.00' SW ALONG PLAT BOUNDARY LINES

0 50' 100'
1"=50'

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City of Alachua

Planning & Community Development Department

Staff Report

City Commission Hearing Date: February 26, 2024
Quasi-Judicial Hearing

SUBJECT:	A request for consideration of the final plat of Phase 1 of Kirkland Farms which proposes to subdivide a ±36.58 acre subject property into a total of 70 single family lots with associated common areas and road right-of-way
APPLICANT/AGENT:	Claudia Vega, P.E., of eda consultants, inc.
PROPERTY OWNER:	Garden Street Communities Southeast, LLC.
LOCATION:	South of Peggy Road and Legacy Park, east of I-75, and north of the CSX rail line right-of-way
PARCEL ID NUMBERS:	03924-000-000, 03917-200-002 and a portion of 03865-000-000
FLUM DESIGNATION:	Moderate Density Residential
ZONING:	Planned Development – Residential (PD-R)
OVERLAY:	N/A
ACREAGE:	±36.58 acres
PROJECT PLANNER:	Adam Hall, AICP, Principal Planner
RECOMMENDATION:	Staff recommends that the City Commission: 1. Approve the Final Plat of Phase 1 of Kirkland Farms ("Final Plat"); 2. Approve the "Subdividers Agreement for Kirkland Farms Phase 1" ("Subdividers Agreement"); 3. Authorize the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; 4. Accept the Common Law Performance Bond from Garden Street Communities Southeast, LLC in the amount of $5,803,126.51 as the surety instrument for infrastructure improvements, other than the house sidewalks; and 5. Accept the Common Law Performance Bond from Common Law Performance Bond from Garden Street Communities Southeast, LLC LLC in the amount of $205,560.00 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 Phase 1 of Kirkland Farms ("Final Plat");*
2. *Approve sthe "Subdividers Agreement for Kirkland Farms Phase 1" ("Subdividers Agreement");*
3. *Authorizes the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement;*
4. *Accepts the Common Law Performance Bond from Garden Street Communities Southeast, LLC in the amount of $5,803,126.51 as the surety instrument for infrastructure improvements, other than the house sidewalks; and*
5. *Accepts the Common Law Performance Bond from Common Law Performance Bond from Garden Street Communities Southeast, LLC LLC in the amount of $205,560.00 as the surety instrument for the house sidewalks.*

SUMMARY

This application is a request by Claudia Vega, P.E, of eda consultants, inc., applicant and agent for Garden Street Communities Southeast, LLC, property owner, for consideration of the final plat of Phase 1 of Kirkland Farms subdivision, which proposes to subdivide a ±36.58 acre subject property into a total of 70 lots with associated common areas and road right-of-way.

The subject property consists of portions of Parcel Numbers 03924-000-000, 03917-200-002 and a portion of 03865-000-000, and is located south of Peggy Road and Legacy Park, east of I-75, and north of the CSX rail line right-of-way.

The preliminary plat for the Kirkland Farms subdivision was approved by the City Commission on February 27, 2023. The Kirkland Farms subdivision is comprised of two (2) phases, and will consist of lots ranging size from ±6,000 square feet to ±9,335 square feet, with the majority of lots being ±6,000 square feet. The approved preliminary plat included 150 single family residential lots. The subdivision includes common areas located along the eastern, southern, and western perimeters of the subject property. Stormwater for the proposed development will be conveyed to and treated within three (3) stormwater management facilities located in the common areas along the southern and western portions of the property. A pedestrian pathway will connect the internal sidewalk system to the public right-of-way of Peggy Road and will include a connection to the Hal Brady Recreation Complex. A 50' buffer is shown between the proposed lots and the eastern property line. 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 Planned Development – Residential zoning designation for the subject property was approved by the City Commission on September 26, 2022 through Ordinance 22-19.

Illustration 1. Sheet 1, Kirkland Farms Preliminary Plat

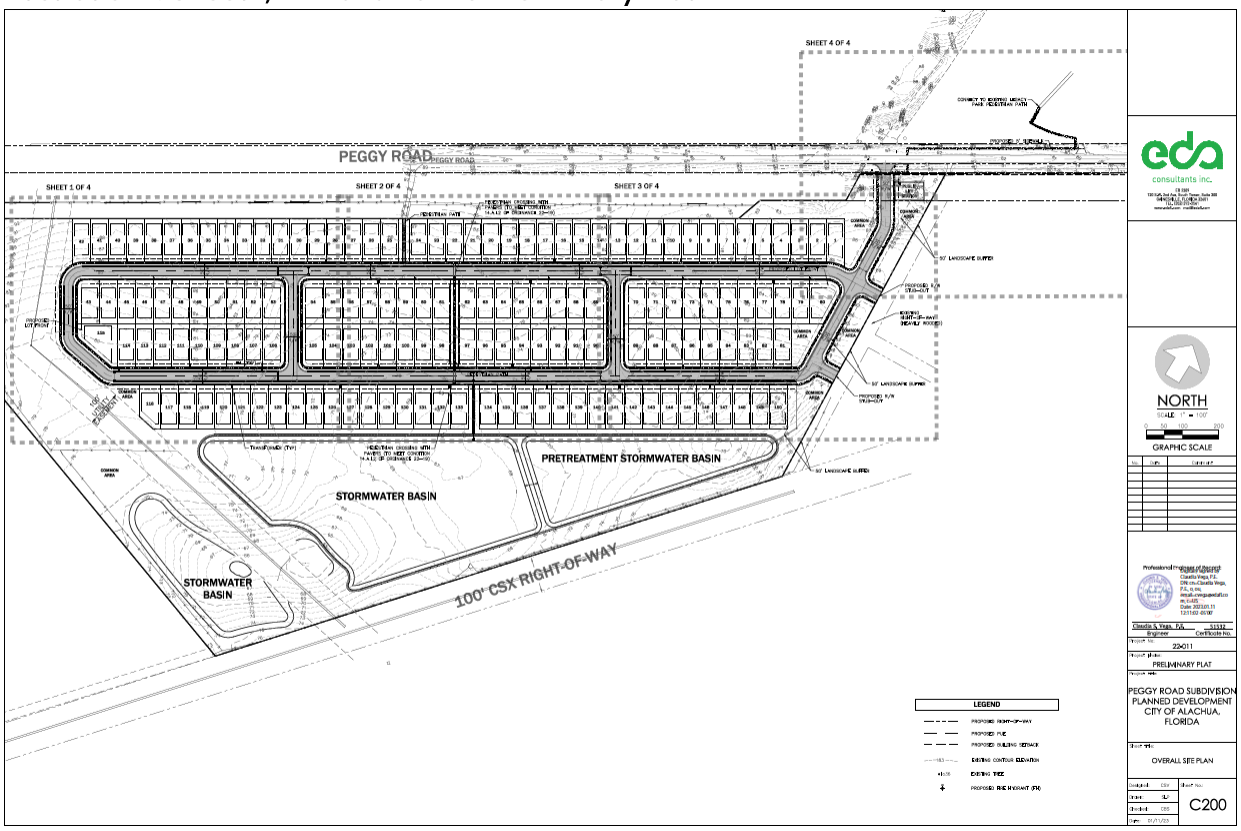
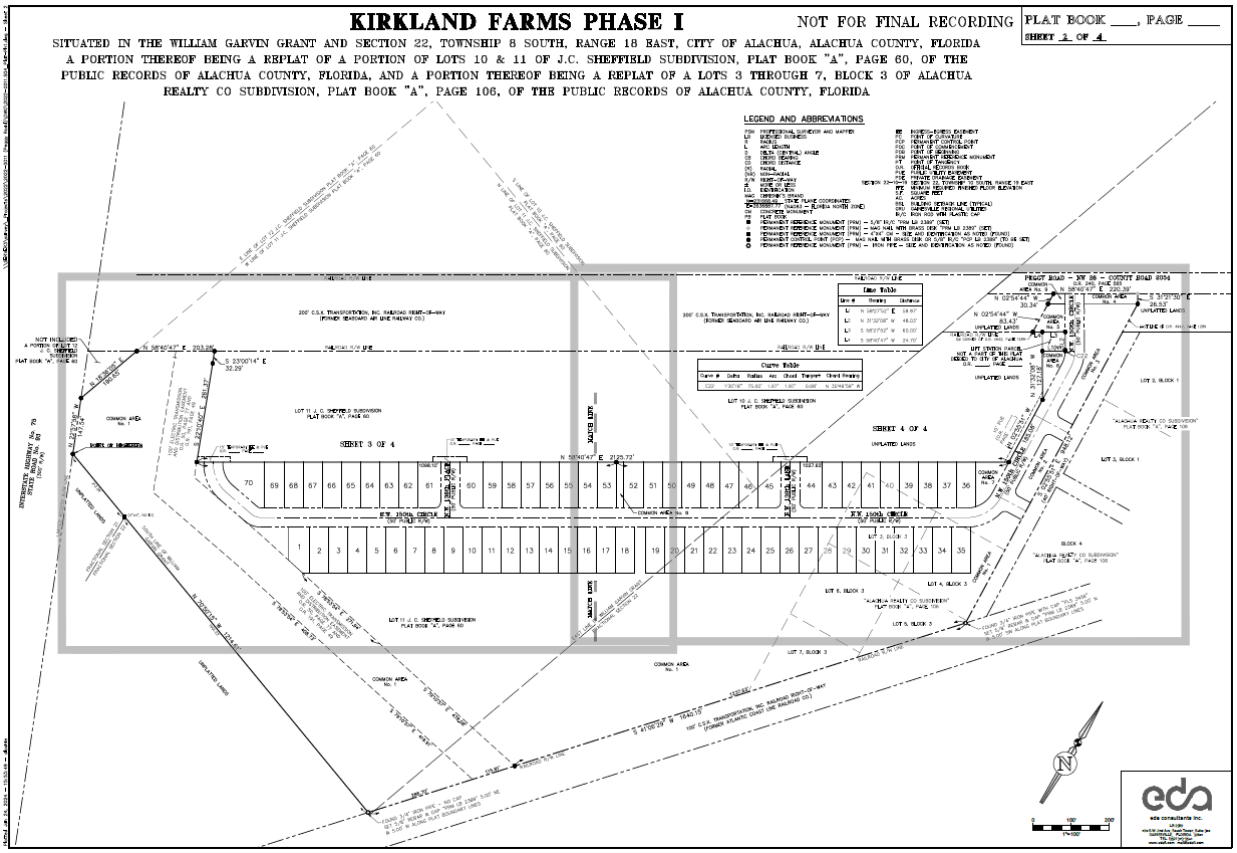


Illustration 2. Sheet 1, Kirkland Farms Phase 1 Final Plat



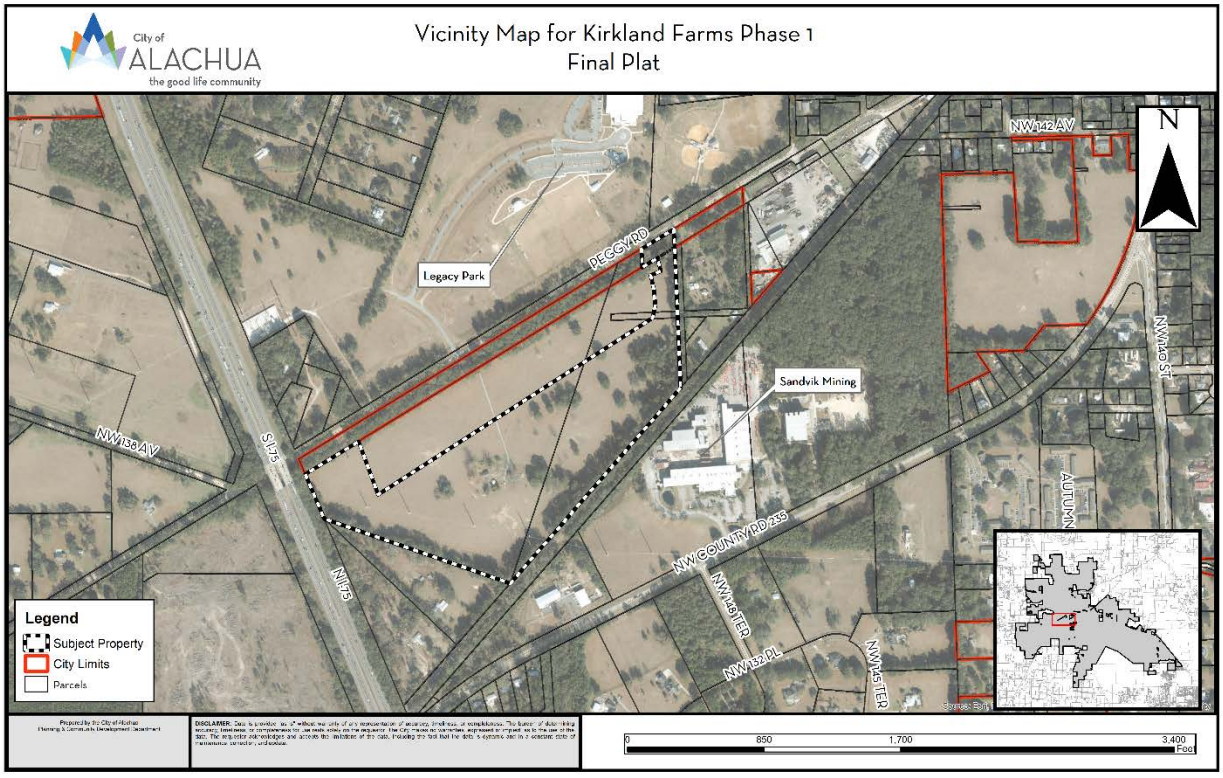
SURROUNDING USES

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 Rail Right-of-way Legacy Park	Recreation Rural/Agriculture	GF (Government Facilities) A (Agricultural) (Alachua County)
East	Residential	Moderate Density Residential	RSF-3 (Residential Single Family -3)
West	Residential/ Interstate Right-of-way	Agriculture	A(Agricultural)
South	Rail Right-of-Way Sandvik Mining	Industrial	IG (Industrial General) ILW (Light and Warehouse Industrial)

Map 1. Vicinity Map



CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

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

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

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

Future Land Use Element

Policy 1.2.a of the City of Alachua Comprehensive Plan Future Land Use Element (FLUE) establishes the Moderate Density Residential FLUM Designation, and states the following:

> *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 Policy 1.2.a: The proposed final plat is part of residential planned development (Peggy Road Planned Development), which is a permitted use within the Moderate Density Future Land Use Designation.

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

> **Objective 2.1:** Planned Development (PD) Standards
>
> In an effort to reduce the impacts of urban sprawl on the community and the region, the City of Alachua shall provide for a wide array of planned developments to encourage the creation of interrelated neighborhoods and districts to increase the quality of life for all residents of the City.
>
> Policy 2.1.a: Residential Planned Developments (PD): The City shall establish flexible development and use regulations for residential PDs for use within residential land use categories. Those regulations shall be developed to achieve the following:
>
> 1. High quality residential development through a mixture of housing types, prices and densities. The allowed uses within a residential PD are not subject to the permitted uses in the underlying land use category. Single-family homes, zero lot line homes, and townhomes are examples of the allowable housing types within residential PDs.
> 2. The opportunity to improve quality of life by placing activities necessary for daily living in close proximity to residences through the allowance of a limited amount of neighborhood commercial uses, and with special design criteria, community commercial uses, within the residential PD at appropriate densities and intensities.

3. A range of parks and open space, from playgrounds to community gardens to active recreation facilities within the neighborhood.
4. Streets and public spaces that are safe, comfortable, and designed to respect pedestrians, nonvehicular and vehicular modes of transportation.
5. Conservation of materials, financial resources and energy through efficient design of infrastructure.

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

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

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

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

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

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

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

properties required to complete the inventory shall be established in the City's Land Development Regulations.

Analysis of Consistency with Objective 5.1 and Policies 5.1.a – e: The subject property has historically been used for residential and minor agricultural operations. There are no known listed species, wetlands, special flood hazard areas, or other significant natural features. If any regulated plant or animal species is identified during development, the applicant must adhere to the applicable standards in the City of Alachua Comprehensive Plan and the Land Development Regulations.

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

Analysis of Consistency with Objective 5.2: The proposed final plat has been reviewed for its impacts to all public facilities monitored for concurrency, including parks and education facilities. A complete analysis of these impacts can be found in the "Public Facilities Impact" section of this Report.

GOAL 9: Water and Wastewater Service:

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

Policy 9.2: Any new residential subdivision within the corporate limits, where potable water service is available, as defined in Policy 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan, regardless of size, that is within either a Residential or Agriculture Future Land Use Map Designation shall connect to the City of Alachua's potable water system. Any new residential subdivision within the corporate limits, where wastewater service is available, as defined in Policy 1.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan, regardless of size, that is within a Residential Future Land Use Map Designation shall connect to the City of Alachua's wastewater system.

Analysis of Consistency with Goal 9 and Policy 9.2: Potable water is available to the site, as defined in Policy 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan.

<u>Housing Element</u>

Policy 1.1.a: The City shall encourage development of a variety of housing types including conventional single family homes, accessory dwelling units,

multi-family units, group homes, assisted living facilities, foster care facilities, mobile homes and manufactured housing, and shall ensure that appropriate land use designations and zoning districts exist to accommodate each type.

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

Recreation Element

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

Analysis of Consistency with Policy 1.2.b: An analysis of the impacts to recreation facilities has been provided within this report.

Transportation Element

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

Analysis of Consistency with Objective 1.1: An analysis of the impacts to transportation facilities has been provided within this report. There are no transportation facilities that would be deficient as a result of this application.

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

Analysis of Consistency with Policy 1.4.b: The construction plans that were administratively approved show a connection across Peggy Road to the Hal Brady Recreation complex.

Community Facilities Element

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

1. A gravity water main exists within 100 feet of the property line of any lot with a residential land use category or an existing single family residence and wastewater service is accessible through public utility

easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

2. Gravity wastewater main exists with 500 feet of the property line of any proposed residential subdivision consisting of 5 units or less and the gravity wastewater system is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.
3. A gravity wastewater main, wastewater pumping station, or force main exists within 2,640 feet of the property line of any proposed residential subdivision comprised of more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and the gravity wastewater system, wastewater pumping station, or force main is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

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

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

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

Analysis of Consistency with Objective 2.1.a: An analysis of the impacts to solid waste facilities has been provided within this report.

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

1. A water main exists within 100 feet of any lot within a residential land use category or an existing single family residence water service is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.
2. A water main exists within 500 feet of any proposed residential subdivision consisting of 5 units or less and water service is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.
3. A water main exists within 2,640 feet of any residential subdivision

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

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

Conservation and Open Space Element

OBJECTIVE 1.3: Listed Species

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

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

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

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

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

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

Analysis of Consistency with Objective 1.3 and Policies 1.3.a – e:

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

Objective 1.10: Wetlands

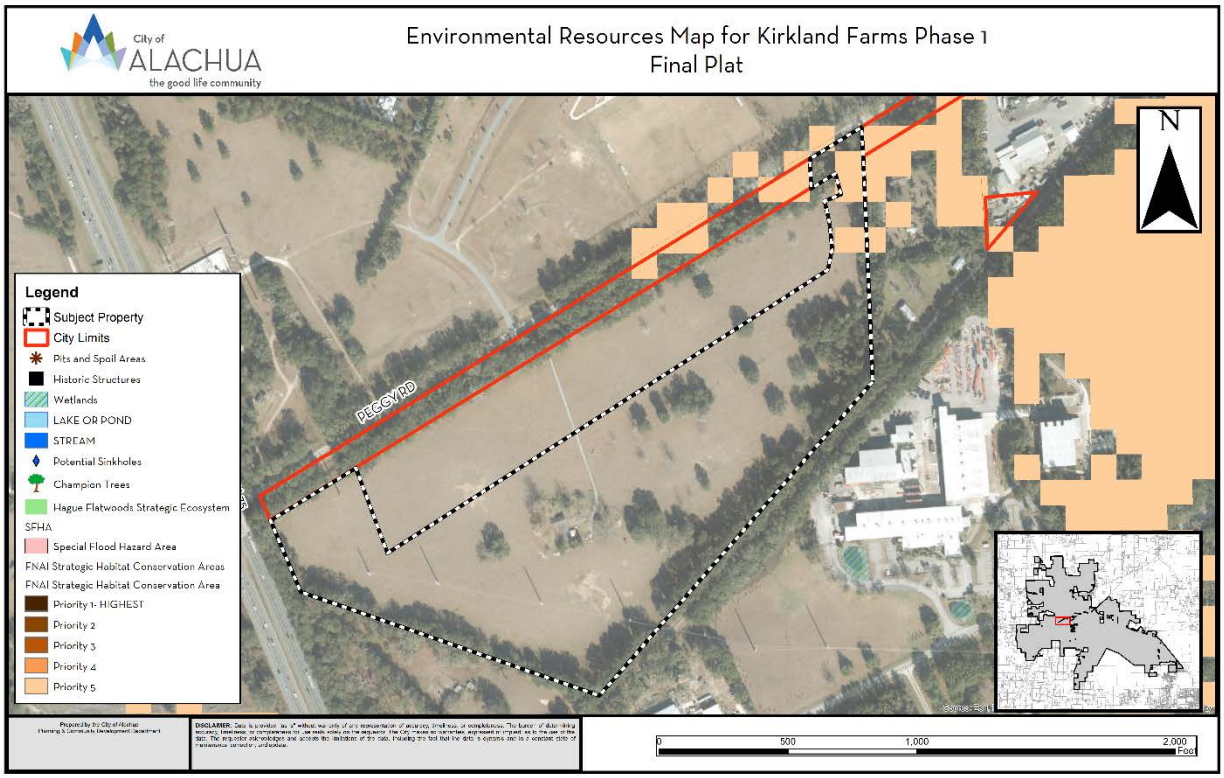
The City shall protect and preserve wetland values and functions from adverse, human caused, physical and hydrologic disturbances.

Analysis of Consistency with Objective 1.10:

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

ENVIRONMENTAL CONDITIONS & SITE SUITIBILITY ANALYSIS

Map 2. Environmental Conditions Map



Wetlands

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

Evaluation: Applicable standards in the City's Comprehensive Plan, Land Development Regulations, and Suwannee River Water Management District (SRWMD) regulations would apply to those areas identified as wetlands. There are no identifiable wetlands on the subject property, therefore, there are no issues related to wetland protection.

Strategic Ecosystems

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

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

Regulated Plant & Animal Species

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

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

Soil Survey

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

There are two (2) soil types found on the subject property:

Soil Type	Hydrologic Group	Drainage Class	Dwellings without basements	% of Subject Property (may not total to 100% due to rounding)
Fort Meade fine sand, 0 to 5 percent slopes	A	Well drained	Not limited	97.4
Arredondo fine sand, 5 to 8 percent slopes	A	Well drained	Not limited	2.6

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

Flood Potential

Panels 12001C0120D of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated June 16, 2006 indicates that the subject property contains areas with Flood Zone "X" designations (areas determined to be outside of the 500-year floodplain).

Evaluation: No portion of the subject property appears to be located within a special flood hazard area, therefore, no issues related to flood potential.

Karst-Sensitive Features

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

Evaluation: GIS data available from Alachua County does not indicate any karst sensitive areas on the subject property. If any environmentally sensitive lands are found prior to the development of the site, applicable protection standards must be followed for any development within those environmentally sensitive lands.

Wellfield Protection Zone

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

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

Historic Structures and Markers

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

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

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

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

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

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

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

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

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

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

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

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

Evaluation & Findings: An evaluation of the application's consistency with the City's Comprehensive Plan has been provided within this report. The application is consistent with all other relevant City ordinances and regulations.

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

Evaluation & Findings: A subdivider agreement has been prepared in accordance with Subsection 2.4.10(G)(4). The subdivider agreement (included within the supporting application materials attached as Exhibit "A" to this report) establishes the requirements for the construction of infrastructure, inspection of infrastructure during construction, and the maintenance guarantee for infrastructure improvements. The foregoing provisions within the subdivider agreement meet the requirements of Sections 2.4.10(G)(4) and 7.4 of the LDRs.

(vi) Include the following certificates, which shall be signed by the subdivider and the LDR Administrator:
a. Certificate of subdivider's surveyor;
b. Certificate of City's review surveyor;
c. Certificate of approval by County Health Department, if applicable;
d. Certificate of approval by the Attorney for the City;
e. Certificate of approval by the City Commission; and
f. Certificate of filing with the Alachua County Clerk of Court.

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

PUBLIC FACILITIES IMPACT

The analysis of each public facility provided below represents an analysis of the impacts which would be generated by the proposed development, which consists of 70 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.***

Traffic Impact

Table 3. Affected Comprehensive Plan Roadway Segments[1]

Segment Number[2,3]	Segment Description	Lanes	Functional Classification	Area Type	LOS
14	CR 2054 (From SR 235 to West City Limit)	2/U	Major Collector	Comm	D

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

Table 4. Potential Trip Generation

	Land Use	AADT (Enter/Exit)	AM Peak Hour (Enter/Exit)	PM Peak Hour (Enter/Exit)
Kirkland Farms Phase 1 Final Plat	Residential [1]	661 (708/708)	53 (14/39)	66 (42/24)
Potential Trips		**661 (330/330)**	**53 (14/39)**	**66 (42/24)**

1 ITE Code 210: AADDT= 9.43 trips/ unit = 70 x 9.43 (50% enter/ 50% exit); PM Peak = .94 trips/ unit = 70 x .94 (64% enter / 36% exit); AM Peak = .76 trips/ unit = 70 x .76 (26% enter/ 74 % exit)

Table 5. Potential Impact of Affected Comprehensive Plan Roadway Segments

Traffic System Category	14 CR 2054 (From SR 235 to West City Limit) [1]
Maximum Service Volume[2]	15,120
Existing Traffic[3]	2,498
Reserved Trips[4]	0
Available Capacity[4]	12,622
Potential Impact Generated by Proposed Final Plat[5]	661
Residual Capacity after Proposed Final Plat[6]	**11,961**
PM Peak Hour Traffic Analysis	**14 CR 2054 (From SR 235 to West City Limit) [1]**
Maximum Service Volume[2]	1,359
Existing Traffic[3]	237
Reserved Trips[4]	0
Available Capacity[4]	1,122
Potential Impact Generated by Proposed Final Plat[5]	66
Residual Capacity after Proposed Final Plat[6]	**1,056**

1 FDOT roadway segment number shown in parenthesis. For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.
2 AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook.
3 Florida Department of Transportation, District Two, Level of Service Reporting Tool , accessed April 14, 2022
4 Source: City of Alachua September 2022 Development Monitoring Report.
5 ITE Code 210: AADDT= 9.43 trips/ unit = 70 x 9.43 (50% enter/ 50% exit); PM Peak = .94 trips/ unit = 70 x .94 (64% enter / 36% exit); AM Peak = .76 trips/ unit = 70 x .76 (26% enter/ 74 % exit)
6 The application is for a Final Development Order. Concurrency will be reserved.

Evaluation: As shown in Table 5, affected segments 14 will not be deficient after the proposed final plat.

Potable Water Impacts

Table 6. Potable Water Impacts

System Category	Gallons Per Day
Current Permitted Capacity*	2,300,000
Less Actual Potable Water Flows*	1,390,833
Reserved Capacity*	406,441
Potential Potable Water Demand from Proposed Amendment **	19,250
Residual Capacity	**483,476**
Percentage of Permitted Design Capacity Utilized	**78.98%**

Sources:
** City of Alachua December 2023 Development Monitoring Report*
***City of Alachua Comprehensive Plan Potable Water Level of Service of 275 gallons/du/ day x 70 units*

Evaluation: The proposed final plat would increase the maximum potential demand from the development of the subject property by 19,250 gallons per day at build out. This analysis is based on the practicable development potential of 70 residential dwellings that would be permitted by the proposed final plat. It is anticipated that the proposed development will not adversely affect the Level of Service ("LOS") for potable water facilities, and the impacts are therefore acceptable.

Sanitary Sewer Impacts

Table 7. Sanitary Sewer Impacts

System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity*	1,500,000
Less Actual Treatment Plant Flows*	719,250
Reserved Capacity*	379,660
Projected Potential Wastewater Demand from Proposed Amendment **	17,500
Residual Capacity	**383,590**
Percentage of Permitted Design Capacity Utilized	**74.43%**

Sources:
** City of Alachua December 2023 Development Monitoring Report*
***City of Alachua Comprehensive Plan Potable Water Level of Service of 250 gallons/du/ day x 70 units*

Evaluation: The proposed final plat would increase the maximum potential demand from the development of the subject property by 17,500 gallons per day. This analysis is based on the practicable development potential of 70 residential dwellings that would be permitted by the proposed final plat. It is anticipated that the proposed development will not adversely affect the Level of Service ("LOS") for sanitary sewer facilities, and the impacts are therefore acceptable.

Recreational Impacts

Table 8a. Recreational Impacts

System Category	Acreage
Existing City of Alachua Recreation Acreage[1]	135.48
Acreage Required to Serve Existing Population[2]	54.22
Reserved Capacity[1]	11.29
Potential Demand Generated by Development[3]	0.88
Residual Recreational Capacity After Impacts	**69.09**

Sources:
1 *City of Alachua December 2023 Development Monitoring Report.*
2 *Bureau of Economic & Business Research, University of Florida, Estimates of Population (2021); Policy 1.2.b, Recreation Element; Policy 1.2.b, Recreation Element (Formula: 10,756 persons / [5 acres/1,000 persons])*
3 *US Census Bureau; Policy 1.2.b, Recreation Element (Formula: 2.55 persons per dwelling x 70 dwellings / [5 acres/1,000 persons])*

Table 8b. Improved Passive Park Space Analysis

Minimum Improved Passive Park Space Required to Serve Existing Population & Reserved Capacity[1]	13.10 acres
Acreage Required to Serve Demand Generated by Development[2]	0.18 acres
Total Area Required to Serve Existing Population, Reserved Capacity, & Demand Generated by Development	13.28 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]	**38.14 %**

1 *Source: City of Alachua December 2023 Development Monitoring Report.*
2 *Formula: Recreation Demand Generated by Development (0.88 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 final plat would increase the maximum potential demand from the development of the subject property by 0.88 recreational acres, and for improved passive park space by .18 acres. Concurrency and impacts to the City's recreation system will be reevaluated at the final plat review stage. It is anticipated that the proposed development will not adversely affect the Level of Service ("LOS") of recreational facilities; therefore, the impacts are acceptable.

Solid Waste Impacts

Table 9. Solid Waste Impacts

System Category	Lbs Per Day	Tons Per Year
Existing Demand[1]	43,376.00	7,916.12
Reserved Capacity[2]	47,870.93	8,736.44
Projected Solid Waste Demand from Application[3]	700	127.75
New River Solid Waste Facility Capacity[4]	**50 years**	

Sources:
1 *University of Florida, Bureau of Economic & Business Research, Estimates of Population by County and City in Florida, April 1, 2022; Policy 2.1.a, CFNGAR Element (Formula: 10,756 persons x 0.73 tons per year)*
2 *City of Alachua December 2023 Development Monitoring Report*
3 *Policy 2.1.a, CFNGAR Element (Formula: 2.5 person/ DU x 70 dwellings x.73 tons/yr per capita)*
4 *New River Solid Waste Facility, April 2022*

Evaluation: The proposed final plat would increase the maximum potential demand from the development of the subject property by 127.75 tons per year. Concurrency and impacts to the solid waste system will be

reevaluated at the final plat review stage. It is anticipated that the proposed amendment will not adversely affect the Level of Service ("LOS") of solid waste facilities; therefore, the impacts are acceptable.

Public School Impact

The School Board of Alachua County (SBAC) issued a School Capacity Review determination for the proposed amendment on December 13, 2023. Final determination is required prior to issuance of any final development order in accordance with the City's Comprehensive Plan, specifically Policies 1.1.b, 1.1.c, 1.1.e, and 1.1.f of the Public School Facilities Element. At this time, it is anticipated that the proposed plat will result in a demand of 18 total student stations (8 for elementary, 4 for middle, and 6 for high school).

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

EXHIBIT "A"

TO KIRKLAND FARMS PHASE 1
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

January 23, 2024

Sent by electronic mail to ssutton@edafl.com

Stephanie Sutton
Director of Operations
eda consultants, inc.
720 SW 2nd Ave, South Tower, Ste 300
Gainesville, FL 32601

RE: Project Assistance Team (PAT) Summary: Kirkland Farms Phase 1 Final Plat

Dear Mrs Sutton:

On January 10, 2024, the City of Alachua received your revised application for Final Plat of Phase 1 for the Kirkland Farms subdivision, which was previously known as the Peggy Road Planned Development Subdivision. The application proposes the subdivision of a ±36.65-acre subject property into 70 single family lots with associated open space and right-of-way. The Preliminary Plat for this project was approved by the City of Alachua City Commission on February 27, 2023.

The application has been reviewed by the City's Project Assistance Team (PAT). Upon review of the application and materials, the following insufficiencies must be addressed. A meeting to review these comments can be scheduled upon request.

Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **5:00 PM** on **Monday, January 29, 2024**. A total of four (4) copies of the application package and a digital copy of all materials in PDF format on a CD or sent by emailing a Cloud / FTP link must be provided by this date.

Please address the following:

6. *Public Services / Fire Rescue / Engineering Review Comments*
   a. The applicant must address all comments provided by the Public Services Department in a memo dated January 22, 2024 (attached).

If you have any questions regarding the information above, please contact me at 386-418-6100 x 1603 or via e-mail at ahall@cityofalachua.com. We look forward to receiving your revised application.

Sincerely,

Adam Hall, AICP
Principal Planner

Attachments

c: Mike DaRoza, City Manager *(by electronic mail)*
Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Carson Crockett, AICP Candidate, Planner *(by electronic mail)*
Project File

City of
ALACHUA
the good life community

City of Alachua

MIKE DAROZA
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

INTER-OFFICE COMMUNICATION

DATE: **Jan 22, 2024**

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

FROM: **Rodolfo Valladares, P.E.**
Public Services Director
Tom Ridgik, P.E.
Engineering Supervisor
TR 1/22/2024

RE: **Kirkland Farms Phase 1 Final Plat**

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

NO.	COMMENTS
1.	**Comments on Jan Submittal** **PUE FOR OFFSITE PUBLIC INFRASTRUCTURE** Identify the location of all off-site PUEs. Provide a block to insert recording information for off-site PUEs on the plat as follows: "Off-Site PUE as Recorded in Official Records Book ____ Page _____." Specifically, on Plat Sheet 2, show the offsite public force main and the Public Utility Easement (PUE) around it. If not possible to show completely, then show at least a portion of the force main and PUE. If needed, reference and prepare another sheet that shows the Offsite PUE in more detail. Please **resubmit** this and **submit** applicable sheets, as required. **Submit** legal descriptions and sketches of the offsite infrastructure and PUE(s). The preparation of the legal descriptions and sketches shall be coordinated with and approved by the City's Compliance & Risk Management Department.

NO.	COMMENTS
2	**Comments on Jan Submittal** The lift station parcel that will be deeded to the City is noted on Plat Sheet 2. **Submit** legal descriptions and sketches of the lift station parcel. The preparation of the deed to transfer the lift station parcel shall be coordinated with and approved by the City's Compliance & Risk Management Department.
	END OF COMMENTS

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

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

December 21, 2023

Sent by electronic mail to ssutton@edafl.com

Stephanie Sutton
Director of Operations
eda consultants, inc.
720 SW 2nd Ave, South Tower, Ste 300
Gainesville, FL 32601

RE: Project Assistance Team (PAT) Summary: Kirkland Farms Phase 1 Final Plat

Dear Mrs Sutton:

On December 4, 2023, the City of Alachua received your application for Final Plat of Phase 1 for the Kirkland Farms subdivision, which was previously known as the Peggy Road Planned Development Subdivision. The application proposes the subdivision of a ±36.65-acre subject property into 70 single family lots with associated open space and right-of-way. The Preliminary Plat for this project was approved by the City of Alachua City Commission on February 27, 2023.

The application has been reviewed by the City's Project Assistance Team (PAT). Upon review of the application and materials, the following insufficiencies must be addressed. A meeting to review these comments can be scheduled upon request.

Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **5:00 PM** on **Wednesday, January 10, 2024**. A total of four (4) copies of the application package and a digital copy of all materials in PDF format on a CD or sent by emailing a Cloud / FTP link must be provided by this date.

Please address the following:

1. *Concurrency Analysis*
   a. Solid Waste generation and recreation analyses use different persons per dwelling unit rates. Revise for consistency.

2. *Article 7, Subdivision Standards*
   a. A note must be added to the plat that the HOA shall be responsible for maintenance of trees planted in rights-of-way and common areas in conformance with Subdividers Agreement and Section 7.8.1.
   b. Confirm that the placement of monuments is included in the 'surveying' line of cost estimates (or elsewhere within cost estimates).

3. *Land Rights*
   a. Off-Site PUEs must be noted on the plat. Add a line for the OR book and page number to be written on to the plat for each off-Site PUE.
   b. Temporary turnaround easements must be noted on plat. Add a line for the OR book and page number to be written on the plat for each off-site easement.
   c. Legal description for lift station tract to be deeded to City must be provided.
   d. Off-site PUE needed for 10' west of Road B and south of lift station.
   e. Western radius of Road D may require PUE for access and repair of stormwater facilities.

4. *Draft Covenants, Conditions, & Restrictions (CCRs)*
   a. Per Section 7.7.2 (C) a statement must be included that the City provides no liability insurance for common areas or recreational facilities.

5. *Miscellaneous*
   a. Authorized agent form must be revised. Currently, only Claudia Vega, P.E., is listed as authorized agent, but Final Plat application was not submitted by her.
   b. Revise years in signature blocks to '2024'.

6. *Public Services / Fire Rescue / Engineering Review Comments*
   a. The applicant must address all comments provided by the Public Services Department.
   b. The applicant must address all comments provided by Austin Blazs, PSM, of CHW, Inc. in a letter dated December 14, 2023.

If you have any questions regarding the information above, please contact me at 386-418-6100 x 1603 or via e-mail at ahall@cityofalachua.com. We look forward to receiving your revised application.

Sincerely,

Adam Hall, AICP
Principal Planner

Attachments

c: Mike DaRoza, City Manager *(by electronic mail)*
Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Carson Crockett, AICP Candidate, Planner *(by electronic mail)*
Project File

City of ALACHUA
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City of Alachua

MIKE DAROZA
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

INTER-OFFICE COMMUNICATION

DATE: **Dec 19, 2023**

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

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

TR 12/19/2023

RE: **Kirkland Farms Phase 1 Final Plat**

Public Services has reviewed the subject project (Dec 04 Submittal) and offer the following comments. Review was specific to the Public Services Utilities.

NO.	COMMENTS
1.	**Comment on Dec 04th Submittal** Plat Book, Sheet 1: **Please add the following General Note:** "14. THE HOMEOWNER'S ASSOCIATION (HOA) SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF ALL COMPONENTS OF THE STORMWATER SYSTEM NOT IN THE RIGHT-OF-WAY. " Please **Revise & Resubmit.**
2.	**Comment on Dec 04th Submittal** Plat Book, Sheet 4, others as applicable: Submit legal descriptions and sketches of the lift station parcel. The preparation of the deed to transfer the lift station parcel shall be coordinated with and approved by the City's Compliance & Risk Management Department. Please call out on this plat sheet that the Lift Station and parcel shall be deeded to the City.

NO.	COMMENTS
	Please **Revise & Resubmit.**
END OF COMMENTS	

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

Date: December 14, 2023
Re: Plat Review for Kirkland Farms Phase 1
For: Alachua County

Plat Review Comments per Section 177, Part 1, and Alachua County requirements:

Boundary Survey:

1. No comments.

Plat:

1. Obtain street names from Property Appraiser's office.

Austin Blazs, PSM 7401

City of Alachua

PUBLIC SCHOOL STUDENT GENERATION CALCULATION FORM

PROJECT # | **APPLICATION DATE** 11/30/23

NAME & DESCRIPTION OF PROJECT Kirkland Farms Subdivision aka Peggy Road Subdivision

Phase 1 Final Plat Application

PROJECT ADDRESS (Contact 911 Addressing @ 352.338.7361)

15151 Peggy Road, Alachua, FL 32615

Tax Parcel Numbers

03924-000-000, 03917-200-002 & a portion of 03865-000-000

Acreage 36.65 (+/-)

DEVELOPMENT DATA (check all that apply)

- [x] Single Family — Number of Units: 70
- [ ] Multi Family — Number of Units:
- [ ] Exempt (See exemptions on page 2)

Level of Review

- [ ] Pre-Application Conference
- [ ] Preliminary
- [x] Final
- [ ] Revised
- [ ] Staff Administrative Review

A determination that there is adequate school capacity for a specific project will satisfy requirements for review for school concurrency for the periods of time consistent with the Interlocal Agreement and specified in local government land development regulations; an agreement by the School Board with the developer and local government is required to extend the period for approvals for phased projects beyond the generally applicable time period

EXPLANATION OF STUDENT GENERATION CALCULATION

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

SCHOOL CONCURRENCY SERVICE AREAS (SCSA) FOR PROJECT LOCATION

Based on the project location, please identify the corresponding School Concurrency Service Areas for each school type. Maps of the SCSAs may be viewed on the Alachua County Public Schools website.

SCHOOL CONCURRENCY SERVICE AREAS (SCSA)

Elementary Northwest Alachua | **Middle** Mebane | **High** Santa Fe

SINGLE FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY	70	**units X 0.12 Elementary School Multiplier**	8	**Student Stations**
MIDDLE	70	**units X 0.06 Middle School Multiplier**	4	**Student Stations**
HIGH	70	**units X 0.09 High School Multiplier**	6	**Student Stations**

MULTI FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY		**units X 0.06 Elementary School Multiplier**		**Student Stations**
MIDDLE		**units X 0.03 Middle School Multiplier**		**Student Stations**
HIGH		**units X 0.03 High School Multiplier**		**Student Stations**

Source: School Board of Alachua County 2015 Student Generation Multiplier Analysis

EXEMPT DEVELOPMENTS (click all that apply)

☐ *Existing legal lots eligible for a building permit*

☐ *Development that includes residential uses that has received final development plan approval prior to the effective date for public school concurrency, or has received development plan approval prior to June 24, 2008, provided the development approval has not expired*

☐ *Amendments to final development orders for residential development approved prior to the effective date for public school concurrency, and which do not increase the number of students generated by the development*

☐ *Age-restricted developments that prohibit permanent occupancy by persons of school age, provided this condition is satisfied in accordance with the standards of the Public School Facilities Element or the ILA*

☐ *Group quarters that do not generate public school students, as described in the ILA*

AUTHORIZED AGENT

Name: Stephanie Sutton
Mailing Address: 720 SW 2nd Ave, South Tower
Suite 300, Gainesville, FL 32601
Phone: 352-373-3541
Email: ssutton@edafl.com

PROPERTY OWNER

Name: Garden Street Communities Southeast LLC
Mailing Address 100 W. Garden Street, 2nd Floor
Pensacola, FL 32502
Phone: 850-261-4684
Email jfifer@gardenstreetcommunities.com

CERTIFICATION

PROJECT NAME : Kirkland Farms **PROJECT #:**

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

☑ **Approved** based upon the following findings (see 09.14.2022 Capacity Table)

Elementary SCSA Northwest Alachua — Capacity Required 8

- ☑ Capacity Available — Available Capacity 302
- ☐ Capacity Available in 3 yrs — Available Capacity
- ☐ Capacity Available in Adjacent SCSA — Available Capacity

Middle SCSA Mebane — Capacity Required 4

- ☑ Capacity Available — Available Capacity 455
- ☐ Capacity Available in 3 yrs — Available Capacity
- ☐ Capacity Available in Adjacent SCSA — Available Capacity

High SCSA Santa Fe — 6

- ☑ Capacity Available — Available Capacity 131
- ☐ Capacity Available in 3 yrs — Available Capacity
- ☐ Capacity Available in Adjacent SCSA — Available Capacity

☐ **Denial** for reasons stated

Approved by

School Board Staff Certification

Suzanne M. Wynn
Community Planning Director
Alachua County Public Schools
352.955.7400 x 1445

Date: 12.13.2023

City of Alachua Staff

A complete application for the development project was accepted on

Date: 12/07/23

Signed: Adam Hall Digitally signed by Adam Hall DN: cn=Adam Hall, o=City of Alachua, ou=Planning and Community Development, email=ahall@cityofalachua.com, c=US Date: 2023.12.13 13:46:37 -05'00'

Printed Name: Adam Hall

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

December 7, 2023

Sent by electronic mail to ssutton@edafl.com

Stephanie Sutton
Director of Operations
eda consultants, inc.
720 SW 2nd Ave, South Tower, Ste 300
Gainesville, FL 32601

RE: Completeness Review: Kirkland Farms Phase 1 Final Plat (fka Peggy Road Planned Development Subdivision)

Dear Mrs Sutton:

On December 4, 2023, the City of Alachua received your application for Final Plat of Phase 1 for the Kirkland Farms subdivision, which was previously known as the Peggy Road Planned Development Subdivision. The application proposes the subdivision of a ±36.65-acre subject property into 70 single family lots with associated open space and right-of-way. The Preliminary Plat for this project was approved by the City of Alachua City Commission on February 27, 2023.

According to Section 2.2.6 of the Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning Department has reviewed the aforementioned application for completeness and finds that the application is complete.

An in-depth review of the content of the application will be performed, and the findings of the in-depth review will be discussed at a Project Assistance Team (PAT) Meeting, which is scheduled for December 21, 2023 at 10:00 AM.

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

Sincerely,

Adam Hall, AICP
Principal Planner

c:

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

Letter of Transmittal

Date:	January 29, 2024	**To:**	City of Alachua
Attn:	Adam Hall		15100 NW 142nd Terrace
Re:	Kirkland Farms Subdivision aka Peggy Rd Final Plat Ph1 Resubmittal		Alachua FL 386-418-6100 ext. 1603

We hereby transmit the following items:

Copies	No.	Description
4	1	Comment Response Letter
4	2	Plat
4	3	Boundary Survey
4	4	Plat Application
4	5	Title Work
4	6	Phase 1 Site Cost Estimate
4	7	Phase 1 Sidewalk Cost Estimate
4	8	Concurrency Impact Analysis
4	9	Comprehensive Plan Consistency
4	10	Legal Description
4	11	Student Generation Form
4	12	Mailing List
4	13	Proof of Ownership
4	14	Proof of Taxes
4	15	Traffic Study
4	16	Environmental Assessment
4	17	WMD Permit
4	18	PRM Certificate
4	19	Lift Station Legal
4	20	Lift Station Sketch
4	21	PUE #4 Legal
4	22	PUE #1 - #3 Sketch
4	23	PUE #4 Sketch
4	24	PUE & Egress #1 Legal Description
4	25	PUE & Egress #2 Legal Description
4	26	PUE & Egress #2 Legal Description
4	27	HOA CCR's

Please don't hesitate to contact me if you have any questions or need any additional information.

Signed **Claudia Vega, P.E.**

January 26, 2024

Adam Hall
Principal Planner
City of Alachua
Planning and Community Development

Re: Project Assistance Team (PAT) Comments for Kirkland Farms (fka Peggy Road Planned Development Subdivision) Phase 1 Final Plat

Dear Mr. Hall,

The applicant's responses to the Project Assistance Team (PAT) comments issued on 1/23/2024 are below.

6. Public Services / Fire Rescue / Engineering Review Comments
a. The applicant must address all comments provided by the Public Services Department in a memo dated January 22, 2024.

1. PUE FOR OFFSITE PUBLIC INFRASTRUCTURE
Identify the location of all off-site PUEs. Provide a block to insert recording information for off-site PUEs on the plat as follows:
"Off-site PUE as Recorded in Official Records Book _____ Page _____."
Specifically, on Plat Sheet 2, show the offsite public force main and the Public Utility Easement (PUE) around it. If not possible to show completely, then show at least a portion of the force main and PUE. If needed, reference and prepare another sheet that shows the Offsite PUE in more detail.
Please resubmit this and submit applicable sheets, as required.
Submit legal descriptions and sketches of the offsite infrastructure and PUE(s). The preparation of the legal descriptions and sketches shall be coordinated with and approved by the City's Compliance & Risk Management Department.
Response: Page 2 of the plat has been revised a requested. Legal descriptions and sketches have been sent to Compliance & Risk Management to coordinate the necessary legal documents.
An offsite PUE is not necessary for the portion of the force main on City of Alachua property across the street from the project, since the City owns the property.

2. The lift station parcel that will be deeded to the City is noted on Plat Sheet 2
Submit legal descriptions and sketches of the lift station parcel. The preparation of the deed to transfer the lift station parcel shall be coordinated with and approved by the City's Compliance & Risk Management Department.

Response: Legal description and sketch of the lift station parcel has been provided to Compliance & Risk Management as requested.

\\SERVER3\surveys_Projects\2022\2022-0011 (Peggy Road)\DWG\2022-0011.S04_Plat-Ph1.dwg - Sheet 1

KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ____, PAGE ____

SHEET 1 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 10 & 11 OF J.C. SHEFFIELD SUBDIVISION, PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND A PORTION THEREOF BEING A REPLAT OF A LOTS 3 THROUGH 7, BLOCK 3 OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT AND IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22°57'58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18°36'05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23°00'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22°10'46" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58°40'47" EAST, A DISTANCE OF 2125.72 FEET; THENCE NORTH 02°55'51" WEST, A DISTANCE OF 185.08 FEET; THENCE NORTH 31°32'08" WEST, A DISTANCE OF 127.18 FEET; THENCE NORTH 58°27'52" EAST, A DISTANCE OF 59.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'18", A DISTANCE OF 1.97 FEET TO THE POINT OF TANGENCY (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 30°46'59" WEST, 1.97 FEET); THENCE NORTH 31°32'08" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 58°27'52" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 58°40'47" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 24.70 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 02°54'44" WEST, A DISTANCE OF 83.43 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5064, PAGE 307 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 02°54'44" WEST, A DISTANCE OF 30.34 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALACHUA COUNTY ROAD NO. 2054, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 240, PAGE 565 OF SAID PUBLIC RECORDS; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.39 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 31°21'30" EAST, A DISTANCE OF 26.53 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 02°55'51" EAST, ALONG THE EAST LINE OF SAID LANDS AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF A 40 FOOT WIDE RIGHT-OF-WAY LYING WEST OF BLOCKS 1 AND 4 OF ALACHUA REALTY CO SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 106, OF SAID PUBLIC RECORDS, A DISTANCE OF 948.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER ATLANTIC COAST LINE RAILROAD CO.) 100 FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE SOUTH 41°06'29" WEST, ALONG SAID NORTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1640.15 FEET TO A POINT ON SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT; THENCE NORTH 70°50'15" WEST, ALONG SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT, A DISTANCE OF 1214.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.58 ACRES, MORE OR LESS.

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (SEE NOTE 10) WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE C.S.X. TRANSPORTATION, INC. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD AIR LINE RAILROAD) AS BEING NORTH 58 DEGREES, 40 MINUTES, 47 SECONDS EAST.
2. THE ERROR OF CLOSURE OF THE BOUNDARY OF THE HEREON DESCRIBED PROPERTY DOES NOT EXCEED 1/10,000.
3. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. THE DISTANCES SHOWN HEREON ARE IN THE HORIZONTAL PLANE AND U.S. SURVEY FOOT.
5. IN THIS SURVEYOR'S OPINION, THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X (UNSHADED)" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN), AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12001C0120D, COMMUNITY NUMBER 120664, PANEL 0120D, WITH AN EFFECTIVE DATE OF JUNE 16, 2006.
6. TOTAL NUMBER OF RESIDENTIAL LOTS = 70
7. TOTAL ACREAGE OF SUBDIVISION = 36.58± ACRES
8. ELEVATIONS SHOWN HEREON WERE BASED ON AN ELEVATION OF 113.68 FEET (NAVD 88 DATUM) ON A FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT WITH BRASS DISK STAMPED "175 73 B3I".
9. PURSUANT TO CHAPTER 177.091(9) – MONUMENTS WILL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP; UNLESS A MONUMENT ALREADY EXISTS OR CANNOT BE SET DUE TO A PHYSICAL OBSTRUCTION.
10. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (SPC FL N) REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) (2011 ADJUSTMENT) [NAD83(2011)], USING THE U.S. SURVEY FOOT.
11. ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
12. BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM) UNLESS OTHERWISE NOTED:

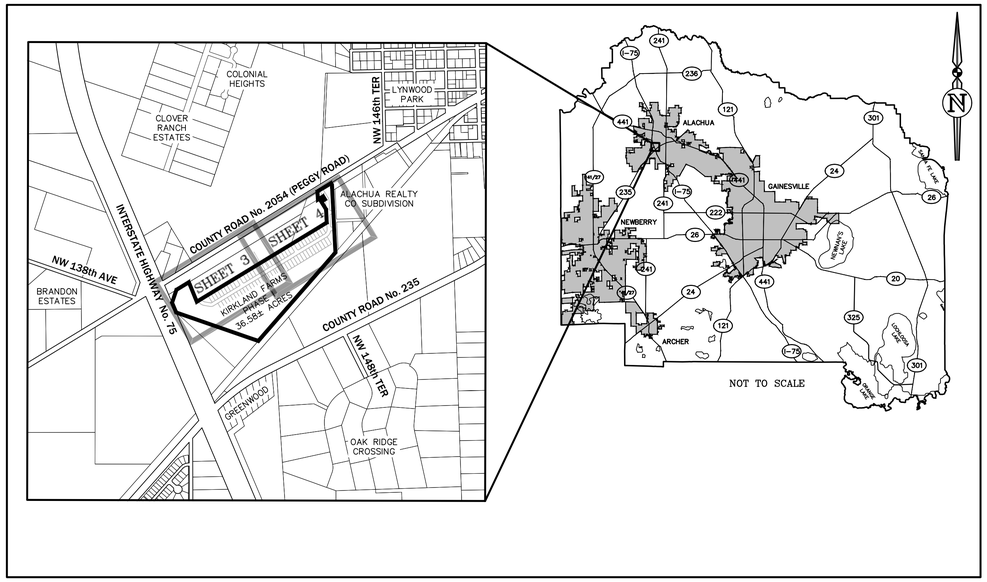
FRONT	20	FEET
REAR	15	FEET
SIDE (STREET)	10	FEET
SIDE (INTERIOR)	5	FEET

(APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES)

13. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF TREES PLANTED IN RIGHTS-OF-WAY AND COMMON AREAS IN CONFORMANCE WITH SECTION 7.8.1 OF THE CITY OF ALACHUA CODE OF ORDINANCES AND IN CONFORMANCE WITH THE SUBDIVIDERS AGREEMENT.
14. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF ALL COMPONENTS OF THE STORMWATER SYSTEM NOT WITHIN THE PUBLIC RIGHTS-OF-WAY.

PURPOSE OF COMMON AREAS

COMMON AREA No. 1	STORMWATER & DRAINAGE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT; PEDESTRIAN PATH
COMMON AREA No. 2	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 3	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 4	PUBLIC INGRESS & EGRESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 5	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 6	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 7	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 8	PEDESTRIAN PATH; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 9	PUBLIC INGRESS & EGRESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT



LOCATION AND KEY MAP

ALACHUA COUNTY, FLORIDA

LEGEND AND ABBREVIATIONS

PSM	PROFESSIONAL SURVEYOR AND MAPPER	IEE	INGRESS-EGRESS EASEMENT
LB	LICENSED BUSINESS	PC	POINT OF CURVATURE
R	RADIUS	PCP	PERMANENT CONTROL POINT
L	ARC LENGTH	POC	POINT OF COMMENCEMENT
D	DELTA (CENTRAL) ANGLE	POB	POINT OF BEGINNING
CB	CHORD BEARING	PRM	PERMANENT REFERENCE MONUMENT
CD	CHORD DISTANCE	PT	POINT OF TANGENCY
(R)	RADIAL	O.R.	OFFICIAL RECORDS BOOK
(NR)	NON-RADIAL	PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY	PDE	PRIVATE DRAINAGE EASEMENT
±	MORE OR LESS	SECTION 22-10-19	SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST
I.D.	IDENTIFICATION	FFE	MINIMUM REQUIRED FINISHED FLOOR ELEVATION
MAG	CHRISNIK'S BRAND	S.F.	SQUARE FEET
N=231668.49	STATE PLANE COORDINATES	AC.	ACRES
E=2636887.77	(NAD83 – FLORIDA NORTH ZONE)	BSL	BUILDING SETBACK LINE (TYPICAL)
CM	CONCRETE MONUMENT	GRU	GAINESVILLE REGIONAL UTILITIES
PB	PLAT BOOK	IR/C	IRON ROD WITH PLASTIC CAP

- ● PERMANENT REFERENCE MONUMENT (PRM) – 5/8" IR/C "PRM LB 2389" (SET)
- ○ PERMANENT REFERENCE MONUMENT (PRM) – MAG NAIL WITH BRASS DISK "PRM LB 2389" (SET)
- ■ PERMANENT REFERENCE MONUMENT (PRM) – 4"X4" CM – SIZE AND IDENTIFICATION AS NOTED (FOUND)
- ◉ PERMANENT CONTROL POINT (PCP) – MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
- ◎ PERMANENT REFERENCE MONUMENT (PRM) – IRON PIPE – SIZE AND IDENTIFICATION AS NOTED (FOUND)

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.

OWNER'S CERTIFICATION AND DEDICATION

GARDEN STREET COMMUNITIES SOUTHEAST, LLC DOES HEREBY CERTIFY THAT GARDEN STREET COMMUNITIES SOUTHEAST, LLC IS THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "KIRKLAND FARMS PHASE I", AND DOES HEREBY DEDICATE TO THE PUBLIC, FOREVER, THE STREETS, PUBLIC RIGHT-OF-WAYS, AND EASEMENTS AS SHOWN HEREON. MAINTENANCE OF STORMWATER FACILITIES AND PRIVATE DRAINAGE EASEMENTS WILL BE THE SOLE RESPONSIBILITY OF THE KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC. WITH THE RIGHT TO DISCHARGE STORMWATER RESERVED UNTO THE PUBLIC.

WILLIAM BRYAN ADAMS
MANAGER
GARDEN STREET COMMUNITIES SOUTHEAST, LLC

WITNESS

WITNESS

ACKNOWLEDGEMENT

STATE OF FLORIDA, COUNTY OF ESCAMBIA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, WILLIAM BRYAN ADAMS, AS MANAGER OF GARDEN STREET COMMUNITIES SOUTHEAST, LLC, AND DID ACKNOWLEDGE TO AND BEFORE ME BY MEANS OF PHYSICAL PRESENCE THAT HE EXECUTED THE ABOVE INSTRUMENT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS_____DAY OF_____A.D. 2024.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES

TYPE OF IDENTIFICATION PRODUCED
(IF NOT PERSONALLY KNOWN)

CONVEYANCE OF COMMON AREAS

GARDEN STREET COMMUNITIES SOUTHEAST, LLC DOES HEREBY CERTIFY THAT GARDEN STREET COMMUNITIES SOUTHEAST, LLC IS THE OWNER OF "KIRKLAND FARMS PHASE I", AS DESCRIBED HEREON, AND DOES HEREBY CONVEY TO KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC. THE COMMON AREAS SHOWN HEREON FOR USE AND MAINTENANCE. THE CITY OF ALACHUA PROVIDES NO LIABILITY INSURANCE FOR ANY COMMON AREA OR RECREATIONAL FACILITY.

WILLIAM BRYAN ADAMS
MANAGER
GARDEN STREET COMMUNITIES SOUTHEAST, LLC

WITNESS

WITNESS

ACKNOWLEDGEMENT

STATE OF FLORIDA, COUNTY OF ESCAMBIA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, WILLIAM BRYAN ADAMS, AS MANAGER OF GARDEN STREET COMMUNITIES SOUTHEAST, LLC, AND DID ACKNOWLEDGE TO AND BEFORE ME BY MEANS OF PHYSICAL PRESENCE THAT HE EXECUTED THE ABOVE INSTRUMENT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS_____DAY OF_____A.D. 2024.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES

TYPE OF IDENTIFICATION PRODUCED
(IF NOT PERSONALLY KNOWN)

CERTIFICATE AND SIGNATURE CITY OF ALACHUA REPRESENTATIVE

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

AUSTIN BLAZS, PSM
SURVEYOR & MAPPER FOR CITY OF ALACHUA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION No. 7401

DATE

CERTIFICATE OF APPROVAL FOR CITY OF ALACHUA

WE THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF CITY OF ALACHUA'S ORDINANCES AND REGULATIONS:

FORM AND LEGALITY

CITY ATTORNEY

DATE

CITY OF ALACHUA COMMISSION

THIS PLAT WAS APPROVED BY THE CITY OF
ALACHUA COMMISSION ON _____

MAYOR

DATE

ATTEST: CITY MANAGER

DATE

RECEIVED AND RECORDED ON THIS

DAY OF

A.D. 2024 CLERK

DEPUTY CLERK

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT OF "KIRKLAND FARMS PHASE I" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS UNDER THE RESPONSIBLE DIRECTION AND SUPERVISION OF ANOTHER PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY THE SAME LEGAL ENTITY; AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART I OF THE FLORIDA STATUTES.

EDA CONSULTANTS INC.
720 SW 2ND AVENUE, SOUTH TOWER, SUITE 300, GAINESVILLE, FLORIDA 32601
FLORIDA CORPORATE CERTIFICATE OF AUTHORIZATION NO. LB 2389
BY: JARED ROGERS – PROFESSIONAL SURVEYOR AND MAPPER; FLORIDA CERTIFICATE NO. 6687

eda consultants inc.
LB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL: (352) 373-3541
www.edafl.com mail@edafl.com

Plotted: Jan 24, 2024 – 15:53:49 – aloonie

KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ____, PAGE ____

SHEET 2 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 10 & 11 OF J.C. SHEFFIELD SUBDIVISION, PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND A PORTION THEREOF BEING A REPLAT OF A LOTS 3 THROUGH 7, BLOCK 3 OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

LEGEND AND ABBREVIATIONS

PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS
R RADIUS
L ARC LENGTH
D DELTA (CENTRAL) ANGLE
CB CHORD BEARING
CD CHORD DISTANCE
(R) RADIAL
(NR) NON-RADIAL
R/W RIGHT-OF-WAY
± MORE OR LESS
I.D. IDENTIFICATION
MAG CHRISNIK'S BRAND
N=231668.49 / E=2636887.77 STATE PLANE COORDINATES (NAD83 - FLORIDA NORTH ZONE)
CM CONCRETE MONUMENT
PB PLAT BOOK
● PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IR/C "PRM LB 2389" (SET)
○ PERMANENT REFERENCE MONUMENT (PRM) - MAG NAIL WITH BRASS DISK "PRM LB 2389" (SET)
■ PERMANENT REFERENCE MONUMENT (PRM) - 4"X4" CM - SIZE AND IDENTIFICATION AS NOTED (FOUND)
◉ PERMANENT CONTROL POINT (PCP) - MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
✪ PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - SIZE AND IDENTIFICATION AS NOTED (FOUND)

IEE INGRESS-EGRESS EASEMENT
PC POINT OF CURVATURE
PCP PERMANENT CONTROL POINT
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
PRM PERMANENT REFERENCE MONUMENT
PT POINT OF TANGENCY
O.R. OFFICIAL RECORDS BOOK
PUE PUBLIC UTILITY EASEMENT
PDE PRIVATE DRAINAGE EASEMENT
SECTION 22-10-19 SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST
FFE MINIMUM REQUIRED FINISHED FLOOR ELEVATION
S.F. SQUARE FEET
AC. ACRES
BSL BUILDING SETBACK LINE (TYPICAL)
GRU GAINESVILLE REGIONAL UTILITIES
IR/C IRON ROD WITH PLASTIC CAP

E LINE OF LOT 12 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
W LINE OF LOT 11 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
S LINE OF LOT 10 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
N LINE OF LOT 1 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60

RAILROAD R/W LINE
200' C.S.X. TRANSPORTATION, INC. RAILROAD RIGHT-OF-WAY (FORMER SEABOARD AIR LINE RAILWAY CO.)

NOT INCLUDED
A PORTION OF LOT 12
J. C. SHEFFIELD
SUBDIVISION
PLAT BOOK "A", PAGE 60

N 58°40'47" E 203.28'
S 23°00'14" E 32.29'
N 18°36'05" E 190.63'
N 22°57'58" W 147.54'
POINT OF BEGINNING
S 22°10'40" E 261.37'

100' ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT O.R. 50, PAGE 27 AND O.R. 191, PAGE 49

COMMON AREA No. 1

INTERSTATE HIGHWAY No. 75
STATE ROAD No. 93
(300' R/W)
LIMITED ACCESS R/W LINE

UNPLATTED LANDS
312.58'
(4"x4", NO ID)
FRACTIONAL SECTION 21
FRACTIONAL SECTION 22
SOUTH LINE OF WILLIAM GARVIN GRANT

N 70°50'15" W 1214.61'
(601.93')

S 78°53'54" E 271.94'
S 78°53'54" E 408.73'
100' ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT O.R. 50, PAGE 27 AND O.R. 191, PAGE 49

LOT 11 J. C. SHEFFIELD SUBDIVISION
PLAT BOOK "A", PAGE 60

SHEET 3 OF 4

15' TEMPORARY IEE & PUE O.R. _____ PAGE _____

MATCH LINE

N 58°40'47" E 2125.72'

1098.10'

70 69 68 67 66 65 64 63 62 61 60 59 58 57 56 55 54 53 52 51 50 49 48 47 46 45

N.W. 136th PLACE (50' PUBLIC R/W)

1027.62'

44 43 42 41 40 39 38 37 36

N.W. 138th LANE (50' PUBLIC R/W)

N.W. 150th CIRCLE (50' PUBLIC R/W)

COMMON AREA No. 8

COMMON AREA No. 7

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35

LOT 3, BLOCK 3

COMMON AREA No. 1

LOT 4, BLOCK 3

LOT 6, BLOCK 3

LOT 5, BLOCK 3

LOT 7, BLOCK 3

"ALACHUA REALTY CO SUBDIVISION"
PLAT BOOK "A", PAGE 106

BLOCK 4

EAST LINE, WILLIAM GARVIN GRANT FRACTIONAL SECTION 22

S 79°10'57" E 419.91'
S 79°10'57" E 476.08'

115.61'
286.70'
FOUND 3/4" IRON PIPE - NO CAP
SET 5/8" REBAR & CAP "PRM LB 2389" 5.00' NE
& 5.00' W ALONG PLAT BOUNDARY LINES

S 41°06'29" W 1640.15'
1237.63'
100' C.S.X. TRANSPORTATION, INC. RAILROAD RIGHT-OF-WAY
(FORMER ATLANTIC COAST LINE RAILROAD CO.)

RAILROAD R/W LINE

LOT 10 J. C. SHEFFIELD SUBDIVISION
PLAT BOOK "A", PAGE 60

SHEET 4 OF 4

UNPLATTED LANDS

10' PUE (O.R. _____ PAGE _____)

N 02°55'51" W 185.08'

S 02°55'51" E 948.12'
(60' RIGHT-OF-WAY)

N.W. 150th CIRCLE (50' PUBLIC R/W)

COMMON AREA No. 2

COMMON AREA No. 3

LOT 2, BLOCK 1

LOT 3, BLOCK 1

"ALACHUA REALTY CO SUBDIVISION"
PLAT BOOK "A", PAGE 106

FOUND 3/4" IRON PIPE WITH CAP "PLS 3456"
SET 5/8" REBAR & CAP "PRM LB 2389" 5.00' N
& 5.00' SW ALONG PLAT BOUNDARY LINES

PEGGY ROAD - NW 26 - COUNTY ROAD 2054
O.R. 240, PAGE 565

COMMON AREA No. 9
N 58°40'47" E 220.39'
N 02°54'44" W 30.34'
COMMON AREA No. 4
S 31°21'30" E 26.53'
UNPLATTED LANDS
N 02°54'44" W 83.43'
COMMON AREA No. 5
EAST LINE OF O.R. 4942, PAGE 1289
UNPLATTED LANDS
RAILROAD R/W LINE
SW CORNER OF O.R. 4942, PAGE 1289
L4 L3 L2 L1(NR)
N.W. 150th CIRCLE (50' PUBLIC R/W)
LIFT STATION PARCEL
NOT A PART OF THIS PLAT
DEEDED TO CITY OF ALACHUA
O.R. _____, PAGE _____
COMMON AREA No. 6
C22
UNPLATTED LANDS
N 31°32'08" W 127.18'

Line Table		
Line #	Bearing	Distance
L1	N 58°27'52" E	59.97'
L2	N 31°32'08" W	48.03'
L3	S 58°27'52" W	60.00'
L4	S 58°40'47" W	24.70'

Curve Table						
Curve #	Delta	Radius	Arc	Chord	Tangent	Chord Bearing
C22	1°30'18"	75.00'	1.97'	1.97'	0.98'	N 30°46'59" W

0 100' 200'
1"=100'

eda consultants inc.
LB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL. (352) 373-3541
www.edafl.com mail@edafl.com

\\SERVER3\survey_Projects\2022\2022-0011 (Peggy Road)\DWG\2022-0011.S04_Plat-Ph1.dwg - Sheet 2
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KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ____, PAGE ____

SHEET 3 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 10 & 11 OF J.C. SHEFFIELD SUBDIVISION, PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND A PORTION THEREOF BEING A REPLAT OF A LOTS 3 THROUGH 7, BLOCK 3 OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM)
UNLESS OTHERWISE NOTED

FRONT	20 FEET
REAR	15 FEET
SIDE (STREET)	10 FEET
SIDE (INTERIOR)	5 FEET

APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES

RAILROAD R/W LINE

200' C.S.X. TRANSPORTATION, INC. RAILROAD RIGHT-OF-WAY
(FORMER SEABOARD AIR LINE RAILWAY CO.)

E LINE OF LOT 12 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
W LINE OF LOT 11 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60

S LINE OF LOT 10 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
N LINE OF LOT 11 J.C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60

BENCHMARK
SET MAG SPIKE & DISK "LB 2389"
IN SOUTH SIDE OF 55" LIVE OAK
TOP OF SPIKE ELEVATION = 93.14'

N= 289,217.70'
E= 2,599,798.22'

N 58°40'47" E 203.28'
102.22' 101.06'

S 23°00'14" E 16.96'

S 23°00'14" E 32.29'

INTERSTATE HIGHWAY No. 75
STATE ROAD No. 93
(300' R/W)

NOT INCLUDED
A PORTION OF LOT 12
J. C. SHEFFIELD SUBDIVISION
PLAT BOOK "A", PAGE 60

N 18°36'05" E 190.65'

N 22°57'58" W 147.54'

POINT OF BEGINNING
N= 288,795.49'
E= 2,599,621.32'

COMMON AREA No. 1
21.95± Ac.

S 22°10'40" E 356.98'

100' ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT O.R. 50, PAGE 77 AND O.R. 191, PAGE 49

S 22°10'40" E 261.37'

REMAINDER OF
LOT 11 J. C. SHEFFIELD SUBDIVISION
PLAT BOOK "A", PAGE 60

N 31°19'13" W 4.06'
15' TEMPORARY IEE & PUE O.R. ____ PAGE ____
N 31°19'13" W 4.06'
N 31°19'13" W 4.06'

* RESIDENCE MUST FACE IN DIRECTION OF ARROW

S 22°10'40" E 40.55'
18.10'
25.00' 25.00'
20'
110.00' 5' BSL
FFE = 81.20'
70
9,182± S.F.
20' BSL
15' BSL
Δ=49°07'56"
R=50.00'
L=42.87'
CB=S53°54'10"W
C19
C20
C17
9.96'
N 80°29'10" W 84.94'
S 80°29'10" E 65.47'
S 80°29'10" E 294.36'
10' PUE
25'
C2
C18
68.47'
S 78°53'54" E 87.63'
N 78°53'54" W 50.30'
18.87'
71.68'
56.00'

BENCHMARK
4"x4" CONCRETE MONUMENT
(NO IDENTIFICATION)
TOP OF MONUMENT ELEVATION = 81.72'
(4"x4", NO ID)

LIMITED ACCESS R/W LINE
213.36'
UNPLATTED LANDS
FRACTIONAL SECTION 21
FRACTIONAL SECTION 22
SOUTH LINE OF WILLIAM GARVIN GRANT
UNPLATTED LANDS
N 70°50'15" W 1214.61'
1001.23'

100' ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT O.R. 50, PAGE 77 AND O.R. 191, PAGE 49

COMMON AREA No. 1
21.95± Ac.

Curve Table						
Curve #	Delta	Radius	Arc	Chord	Tangent	Chord Bearing
C2	40°50'04"	40.00'	28.51'	27.91'	14.89'	S 79°05'49" W
C15	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 76°19'13" E
C16	90°00'00"	15.00'	23.56'	21.21'	15.00'	N 13°40'47" E
C17	40°50'04"	15.00'	10.69'	10.47'	5.58'	N 79°05'49" E
C18	40°50'04"	65.00'	46.33'	45.35'	24.20'	N 79°05'49" E
C19	49°09'56"	75.00'	64.36'	62.40'	34.31'	S 55°54'11" E
C20	49°09'56"	125.00'	107.26'	104.00'	57.18'	S 55°54'11" E

LEGEND AND ABBREVIATIONS

PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
R	RADIUS
L	ARC LENGTH
D	DELTA (CENTRAL) ANGLE
CB	CHORD BEARING
CD	CHORD DISTANCE
(R)	RADIAL
(NR)	NON-RADIAL
R/W	RIGHT-OF-WAY
±	MORE OR LESS
I.D.	IDENTIFICATION
MAG	CHRISNIK'S BRAND
N=231668.49	STATE PLANE COORDINATES
E=2636887.77	(NAD83 – FLORIDA NORTH ZONE)
CM	CONCRETE MONUMENT
PB	PLAT BOOK
●	PERMANENT REFERENCE MONUMENT (PRM) – 5/8" IR/C "PRM LB 2389" (SET)
○	PERMANENT REFERENCE MONUMENT (PRM) – MAG NAIL WITH BRASS DISK "PRM LB 2389" (SET)
■	PERMANENT REFERENCE MONUMENT (PRM) – 4"X4" CM – SIZE AND IDENTIFICATION AS NOTED (FOUND)
◉	PERMANENT CONTROL POINT (PCP) – MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
◎	PERMANENT REFERENCE MONUMENT (PRM) – IRON PIPE – SIZE AND IDENTIFICATION AS NOTED (FOUND)
IEE	INGRESS-EGRESS EASEMENT
PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
O.R.	OFFICIAL RECORDS BOOK
PUE	PUBLIC UTILITY EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
SECTION 22-10-19	SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST
FFE	MINIMUM REQUIRED FINISHED FLOOR ELEVATION
S.F.	SQUARE FEET
AC.	ACRES
BSL	BUILDING SETBACK LINE (TYPICAL)
GRU	GAINESVILLE REGIONAL UTILITIES
IR/C	IRON ROD WITH PLASTIC CAP

15' TEMPORARY IEE & PUE
O.R. ____ PAGE ____

N 58°40'47" E 2125.72'

| | | | | | |

KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ____, PAGE ____

SHEET 4 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 10 & 11 OF J.C. SHEFFIELD SUBDIVISION, PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND A PORTION THEREOF BEING A REPLAT OF A LOTS 3 THROUGH 7, BLOCK 3 OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

Line Table		
Line #	Bearing	Distance
L1	N 58°27'52" E	59.97'
L2	N 31°32'08" W	48.03'
L3	S 58°27'52" W	60.00'
L4	S 58°40'47" W	24.70'

BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM)
UNLESS OTHERWISE NOTED

FRONT	20 FEET
REAR	15 FEET
SIDE (STREET)	10 FEET
SIDE (INTERIOR)	5 FEET

APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES

Curve Table						
Curve #	Delta	Radius	Arc	Chord	Tangent	Chord Bearing
C1	28°36'16"	100.00'	49.92'	49.41'	25.49'	S 17°14'00" E
C3	28°36'16"	125.00'	62.41'	61.76'	31.87'	N 17°14'00" W
C4	28°36'16"	75.00'	37.44'	37.06'	19.12'	N 17°14'00" W
C5	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 47°55'51" E
C6	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 42°04'09" W
C7	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 47°55'51" E
C8	73°23'54"	15.00'	19.22'	17.93'	11.18'	S 50°22'11" W
C9	40°34'11"	125.00'	88.51'	86.67'	46.20'	N 33°57'20" E
C10	4°26'22"	125.00'	9.69'	9.68'	4.84'	N 56°27'36" E
C11	44°35'09"	75.00'	58.36'	56.90'	30.75'	N 19°21'43" E
C12	17°01'29"	75.00'	22.29'	22.20'	11.23'	N 50°10'02" E
C13	90°00'00"	15.00'	23.56'	21.21'	15.00'	S 76°19'13" E
C14	90°00'00"	15.00'	23.56'	21.21'	15.00'	N 13°40'47" E
C21	27°05'59"	75.00'	35.47'	35.14'	18.07'	N 16°28'51" W
C22	1°30'18"	75.00'	1.97'	1.97'	0.98'	N 30°46'59" W

LEGEND AND ABBREVIATIONS

PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
R	RADIUS
L	ARC LENGTH
D	DELTA (CENTRAL) ANGLE
CB	CHORD BEARING
CD	CHORD DISTANCE
(R)	RADIAL
(NR)	NON-RADIAL
R/W	RIGHT-OF-WAY
±	MORE OR LESS
I.D.	IDENTIFICATION
MAG	CHRISNIK'S BRAND
N=231668.49	STATE PLANE COORDINATES
E=2636887.77	(NAD83 – FLORIDA NORTH ZONE)
CM	CONCRETE MONUMENT
PB	PLAT BOOK
●	PERMANENT REFERENCE MONUMENT (PRM) – 5/8" IR/C "PRM LB 2389" (SET)
O	PERMANENT REFERENCE MONUMENT (PRM) – MAG NAIL WITH BRASS DISK "PRM LB 2389" (SET)
■	PERMANENT REFERENCE MONUMENT (PRM) – 4"X4" CM – SIZE AND IDENTIFICATION AS NOTED (FOUND)
◉	PERMANENT CONTROL POINT (PCP) – MAG NAIL WITH BRASS DISK OR 5/8" IR/C "PCP LB 2389" (TO BE SET)
○	PERMANENT REFERENCE MONUMENT (PRM) – IRON PIPE – SIZE AND IDENTIFICATION AS NOTED (FOUND)
IEE	INGRESS-EGRESS EASEMENT
PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
O.R.	OFFICIAL RECORDS BOOK
PUE	PUBLIC UTILITY EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
SECTION 22-10-19	SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST
FFE	MINIMUM REQUIRED FINISHED FLOOR ELEVATION
S.F.	SQUARE FEET
AC.	ACRES
BSL	BUILDING SETBACK LINE (TYPICAL)
GRU	GAINESVILLE REGIONAL UTILITIES
IR/C	IRON ROD WITH PLASTIC CAP

COMMON AREA No. 1
21.95± Ac.

\\SERVER3\survey_Projects\2022\2022-011 (Peggy Road)\DWG\2022-011.S04_Plat-Ph1.dwg - Sheet 4
Plotted: Jan 24, 2024 - 15:53:49 - aloonie

SEE SHEET 3 OF 4 MATCH LINE
SEE SHEET 3 OF 4 MATCH LINE

eda consultants inc.
LB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL: (352) 373-3541
www.edafl.com mail@edafl.com

BOUNDARY SURVEY

IN

THE WILLIAM GARVIN GRANT AND A PART OF LOT 1 OF SECTION 22 TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

FOR

GARDEN STREET COMMUNITIES SOUTHEAST, LLC

NOTES:

1) BEARINGS AS SHOWN HEREON WERE PROJECTED FROM A BEARING OF N 58°40'47" E ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE C.S.X. TRANSPORTATION, INC. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD AIR LINE RAILROAD).

2) BEARINGS AND DISTANCES SHOWN IN PARENTHESES () REFER TO RECORDED PLAT OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106.

3) DISTANCES SHOWN HEREON ARE EXPRESSED IN U.S. SURVEY FEET AND WERE MEASURED ON A HORIZONTAL PLANE.

4) THE HORIZONTAL AND/OR VERTICAL SURVEY MEASUREMENTS WITH WHICH THE SURVEY DATA, THE MAPPED FEATURES, AND THIS SURVEY PRODUCT ARE BASED UPON IS ACCURATE TO AN APPROPRIATE DEGREE IN THE OPINION OF THIS SURVEYOR BASED UPON THE TYPE & EXPECTED USE OF THIS SURVEY, APPLICABLE SURVEYING STANDARDS, AND NORMAL STANDARD OF CARE. THE HORIZONTAL AND/OR VERTICAL ACCURACY WAS VERIFIED BY CLOSED TRAVERSES/LOOPS, INDEPENDENT CHECKS, AND REDUNDANT MEASUREMENTS.

5) NO UNDERGROUND UTILITIES HAVE BEEN FIELD LOCATED.

6) THERE MAY BE RESTRICTIONS OTHER THAN THOSE SHOWN HEREON WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

7) THE SURVEYED PROPERTY IS PHYSICALLY ACCESSED FROM COUNTY ROAD NO. 2054 ACROSS THE C.S.X. TRANSPORTATION, INC. 200' RAILROAD RIGHT-OF-WAY. COUNTY ROAD 2054 IS A COUNTY MAINTAINED ROAD. THE COUNTY MAINTAINED ROAD NO. 2054 LIES PARTIALLY WITHIN THE 200' RAILROAD RIGHT OF WAY. THIS SURVEYOR HAS NO KNOWLEDGE IF THERE IS LEGAL INGRESS AND EGRESS ACROSS SAID RAILROAD RIGHT OF WAY.

8) THE SURVEYED PROPERTY IS SUBJECT TO A 100 FOOT WIDE RIGHT OF WAY FOR ELECTRIC DISTRIBUTION AS PER BOOK 50, PAGE 77 AND BOOK 191, PAGE 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. PLOTTED AND SHOWN HEREON.

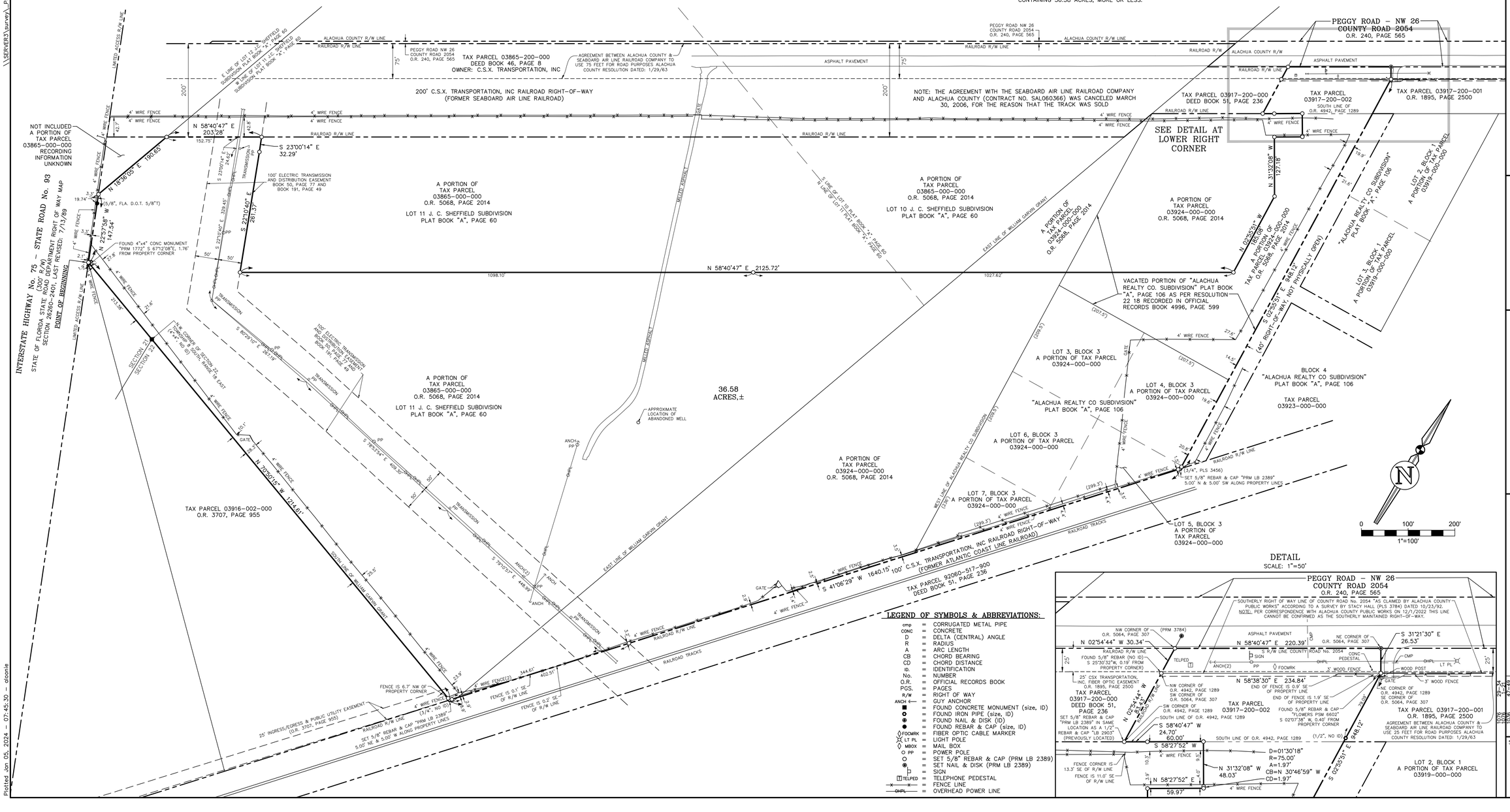
9) THE PROPERTY SURVEYED IS SUBJECT TO THE PLANNED DEVELOPMENT REGULATORY AGREEMENT RECORDED IN O.R. BOOK 5044, PAGE 256 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT AND IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22°57'58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18°36'05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23°00'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22°10'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58°40'47" EAST, A DISTANCE OF 2125.72 FEET; THENCE NORTH 02°55'51" WEST, A DISTANCE OF 185.08 FEET; THENCE NORTH 31°32'08" WEST, A DISTANCE OF 127.18 FEET; THENCE NORTH 58°27'52" EAST, A DISTANCE OF 59.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'18", A DISTANCE OF 1.97 FEET TO THE POINT OF TANGENCY (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 30°46'59" WEST, 1.97 FEET); THENCE NORTH 31°32'08" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 58°27'52" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 58°40'47" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 24.70 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 02°54'44" WEST, A DISTANCE OF 83.43 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5064, PAGE 307 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 02°54'44" WEST, A DISTANCE OF 30.34 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALACHUA COUNTY ROAD NO. 2054, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 240, PAGE 565 OF SAID PUBLIC RECORDS; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.39 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 31°21'30" EAST, A DISTANCE OF 26.53 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 02°55'51" EAST, ALONG THE EAST LINE OF SAID LANDS AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF A 40 FOOT WIDE RIGHT-OF-WAY LYING WEST OF BLOCKS 1 AND 4 OF ALACHUA REALTY CO SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 106, OF SAID PUBLIC RECORDS, A DISTANCE OF 948.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER ATLANTIC COAST LINE RAILROAD CO.) 100 FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE SOUTH 41°06'29" WEST, ALONG SAID NORTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1640.15 FEET TO A POINT ON SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT; THENCE NORTH 70°50'15" WEST, ALONG SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT, A DISTANCE OF 1214.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.58 ACRES, MORE OR LESS.



DETAIL

SCALE: 1"=50'

LEGEND OF SYMBOLS & ABBREVIATIONS:

cmp	=	CORRUGATED METAL PIPE
CONC	=	CONCRETE
D	=	DELTA (CENTRAL) ANGLE
R	=	RADIUS
A	=	ARC LENGTH
CB	=	CHORD BEARING
CD	=	CHORD DISTANCE
ID	=	IDENTIFICATION
No.	=	NUMBER
O.R.	=	OFFICIAL RECORDS BOOK
PGS.	=	PAGES
R/W	=	RIGHT OF WAY
ANCH ←	=	GUY ANCHOR
■	=	FOUND CONCRETE MONUMENT (size, ID)
○	=	FOUND IRON PIPE (size, ID)
⊕	=	FOUND NAIL & DISK (ID)
●	=	FOUND REBAR & CAP (size, ID)
◊ FOCMRK	=	FIBER OPTIC CABLE MARKER
LT PL	=	LIGHT POLE
◊ MBOX	=	MAIL BOX
O PP	=	POWER POLE
○	=	SET 5/8" REBAR & CAP (PRM LB 2389)
⊕	=	SET NAIL & DISK (PRM LB 2389)
	=	SIGN
T TELPED	=	TELEPHONE PEDESTAL
x	=	FENCE LINE
OHPL	=	OVERHEAD POWER LINE

FLOOD INSURANCE RATE MAP STATEMENT

THE REAL PROPERTY SHOWN HEREON LIES WITHIN ZONE(s) X (UNSHADED) AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP NUMBER 12001C0120D, COMMUNITY NUMBER: 120084, PANEL: 0120D, EFFECTIVE DATE: 06/16/06. SAID AREA IS DESCRIBED ZONE(s) X (UNSHADED) AS BEING "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

No.	Date	Comment
2	1/5/2024	REVISE BOUNDARY TO REMOVE LFT STATION PARCEL
1	11/16/2023	REVISE BOUNDARY PER O.R. 5064, PAGE 307

eda consultants inc.
LB 2389
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(352) 373-3541
www.eda-fl.com mail@eda-fl.com

eda consultants inc.
Corporate Authorization No. LB 2389
BY: ROBERT W. CRAVER P.S.M. 4239

Project No. 2022-0011.S04
Drawn A.L.
Check B.G.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. COPYRIGHT © 2024

PREPARED FOR: 1) GARDEN STREET COMMUNITIES SOUTHEAST, LLC
2)
3)
4)

Survey Date 08/28/2023
Drawing Completed 08/31/2023
Revised 01/05/2024

Book	28-34
Page	42-49
Book	2-65
Page	1-2
Fieldbook	1076
	1006
	1076
	1071

THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 08/28/2023.

Sheet No.:

V-001

Plotted: Jan 05, 2024 – 07:45:30 — aloonie

\\SERVER3\survey_Projects\2022\2022-0011 (Peggy Road)\DWG\2022-0011.S04_BD1-Ph1.dwg — Sheet1

City of ALACHUA

THE GOOD LIFE COMMUNITY

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

Major Subdivision – Final Plat Application

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

A. PROJECT

1. Project Name: Kirkland Farms Subdivision aka Peggy Road Subdivision
2. Preliminary Plat Approval Date: February 27, 2023
3. Construction Plans Approval Date: October 9, 2023
4. Phase/Unit Number (if applicable): Phase 1
5. Number of proposed lots/dwelling units: 70 residential lots
6. Housing Type (i.e., attached/detached units): detached
7. Address of Subject Property: 15151 Peggy Road, Alachua, FL 32615
8. Parcel ID Number(s): 03924-000-000, 03917-200-002 & a portion of 03865-000-000
9. Existing Use of Property: Vacant
10. Future Land Use Map Designation: Moderate Density Residential (MOD)
11. Zoning Designation: Planned Development Residential (PD-R)
12. Acreage: 36.58 (+/-)

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ■ Agent
2. Name of Applicant(s) or Contact Person(s): Claudia Vega, P.E. Title: Director of Operations
   Company (if applicable): eda consultants, inc.
   Mailing address: 720 SW 2nd Avenue, South Tower, Suite 300
   City: Gainesville State: Florida ZIP: 32601
   Telephone: 352-373-3541 FAX: _____ e-mail: cvega@edafl.com
3. If the applicant is agent for the property owner*:
   Name of Owner (title holder): Garden Street Communities Southeast, LLC
   Mailing Address: 100 W. Garden Street, 2nd Floor
   City: Pensacola State: Florida ZIP: 32502

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

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☐ Yes ■ No
   If yes, list names of all parties involved: _____
2. Has the applicant discussed possible utility/infrastructure fees with the Public Services Department?
   If no, contact the Public Services Department at 386-418-6140. ■ Yes ☐ No

D. ATTACHMENTS

1. Plat, to include the following information and be prepared in accordance with the following criteria:
   a. Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins.
   b. Graphic scale, not to exceed one (1) inch equal to 50 feet.
   c. Name of subdivision shall be shown in bold legible letters, as required by Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
   d. Name and address of subdivider.
   e. North arrow, graphic scale, and date of plat drawing.
   f. Vicinity map showing location with respect to existing streets, landmarks, etc., and acreage of the subdivision. The vicinity map shall be drawn to show clearly the required information, but shall not less than one (1) inch to 2,000 feet.
   g. Exact boundary line of the property, determined by a boundary survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000. Survey shall be signed and sealed by the surveyor, and shall be no older than two (2) years.
   h. Legal description of the property to be subdivided.
   i. Acreage of adjacent land. If adjacent land is within a subdivision, identify the subdivision name, and recording information.
   j. Location of streams, lakes, wetlands, and required buffers from such areas, and location of land designated as a special flood hazard area on FEMA FIRM panels.
   k. Bearing and distance to permanent control points on the nearest existing street lines of bench marks or other permanent reference monuments [not less than three (3)].
   l. When the City corporate limits traverse, are adjacent to, or are within 500 feet of the property, the boundary shall be accurately tied to the boundary lines of the subdivision by distance and angles.
   m. The closest lot corner shall be accurately tied to the boundary lines of the subdivision by distance and angles.
   n. Location, dimensions, and purpose of any land reserved or dedicated for public or common use.
   o. Exact locations, width, and names of all streets within and adjacent to the subdivision.
   p. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
   q. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
   r. Lots must be numbered in numerical order. Additional phases of existing subdivisions shall continue numbering from previous phases.
   s. Location and description of required permanent reference monuments and markers.
   t. Building setback lines.
   u. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
   v. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required.
   w. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.

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

3. Draft of proposed surety instrument for all public and private infrastructure improvements in accordance with the requirements set forth in Sections 6.10 and 7.4 of the LDRs (surety instrument shall be submitted to the City upon approval of the draft document and prior to any public hearing).

4. Cost of construction for all public and private infrastructure improvements (including but not limited to earthwork, stormwater, utilities (water and sewer lines / mains, electric system infrastructure, gas lines, etc.) roadways (streets, sidewalks, etc.) and landscaping in rights-of-way and common areas), signed and sealed by a registered professional engineer.

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

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

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

8. Legal description of the property to be platted with tax parcel number: (1) on 8.5" x 11" paper; and (2) electronic file in Word format.

9. Legal descriptions and sketches for all off-site public utilities easements and legal descriptions and sketches of all property to be deeded to the City.

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

11. One (1) set of mailing labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits (obtain from the Alachua County Property Appraiser's web site) – and all persons/organizations registered to receive notice of development applications (current list may be obtained from the Planning & Community Development Department).

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

13. Proof of payment of taxes.

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

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

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

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

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

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

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

Claudia Vega

Signature of Applicant

Claudia Vega, Director of Engineering

Typed or printed name *and title* of applicant

—

Signature of Co-applicant

—

Typed or printed name *and title* of co-applicant

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of January, 2024, by Claudia Vega who executed the same and has ____ produced _____ as identification or ☑ is personally known to me.

Ashley Scanella

Signature of Notary

Print Name: Ashley Scannella

Notary Public, State of Florida

Ashley Scannella
Comm.: HH 384895
Expires: April 10, 2027
Notary Public - State of Florida

My Commission Expires: 4/10/27

PLAT PROPERTY INFORMATION REPORT

Showing Information Required by F.S. 177.041 Prior to Platting Lands

Issuer: Attorneys' Title Fund Services, LLC
Recipient: Emmanuel Sheppard & Condon

Fund File Number: 1468457 -A3

Provided For: Emmanuel Sheppard & Condon ***Agent's File Reference:*** 10726-156445

Effective Date of Search: January 5, 2024 at 11:00 PM

Description of Real Property Situated in Alachua ***County, Florida:***

See Exhibit A

Record Title Vested in:

Garden Street Communities Southeast, LLC, a Florida limited liability company by Warranty Deed recorded in O.R. Book 5068, Page 2014, Public Records of Alachua County, Florida.

Prepared Date: January 9, 2024 ***Attorneys' Title Fund Services, LLC***

Prepared by: Raymond Hopton, Examiner
Phone Number: (800) 637-0767 x5218
Email Address: rhopton@thefund.com

Emmanuel Sheppard & Condon

By:_____
John W. Monroe, Jr. VP

PHASE 1 COST ESTIMATE

KIRKLAND FARMS SUBDIVISION PHASE 1
Alachua, FL

DATE: 9/20/2023

SUMMARY OF COSTS

1	**Site Work**				$	2,122,504.97
2	**Water System**				$	334,846.00
3	**Sanitary Sewer System**				$	1,164,453.00
4	**Landscape**				$	280,297.00
5	**Electric**				$	127,848.00
	Subtotal				**$**	**4,029,948.97**
	Additional Costs					
6	Contingency	1	LS	10%	$	402,994.90
7	General Conditions, Bonds, and Mobilization	1	LS	10%	$	402,994.90

Notes

1. This estimate does not include inspection, connection, tree mitigation fees, or any fee required for obtaining final permits and/or final acceptances of the project.
2. Other systems (Telephone, Fiberoptic, etc.) are not included in this estimate.
3. This estimate does not include GRU connection fees.

Total Estimated Phase 1 Cumulative Cost: $ 4,835,938.76

PHASE 1 COST ESTIMATE

KIRKLAND FARMS SUBDIVISION PHASE 1
Alachua, FL

DATE: 9/20/2023

SITE WORK

FDOT No.	ITEM No.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	AMOUNT
	1	SURVEYING	1	LS	$ 35,000.00	$ 35,000.00
	2	TREE BARRICADES	2,400	LF	$ 5.28	$ 12,672.00
0104 10 3	**3**	SILT FENCE	4,750	LF	$ 1.94	$ 9,215.00
	4	COMPLETE LANDSCAPE	1	LS	$ 110,600.00	$ 110,600.00
		Earthwork				
	5	CLEARING AND GRUBBING	37	AC	$ 5,236.00	$ 191,196.00
0120 1	**6**	ROADWAY CUT	3276	CY	$ 8.29	$ 27,162.00
0120 6	**7**	ROADWAY FILL	7844	CY	$ 11.10	$ 87,064.00
0120 1	**8**	BASIN CUT	22475	CY	$ 8.29	$ 186,318.00
0120 6	**9**	BASIN FILL	8482	CY	$ 11.10	$ 94,151.00
0570 1 3	**10**	SEED POND BOTTOM	20736	SY	$ 5.93	$ 122,963.00
0570 1 2	**11**	SOD POND SLOPES	23214	SY	$ 4.41	$ 102,376.00
		Demolition				
0120 1	**12**	REMOVE ASPHALT	11	CY	$ 8.29	$ 92.00
0110 5	**13**	REMOVE EXISTING 4" WELL	1	EA	$ 2,500.00	$ 2,500.00
0110 5	**14**	REMOVE SEPTIC TANK	1	EA	$ 2,500.00	$ 2,500.00
0110 3	**15**	DEMO EXISTING POLE BARN	1	EA	$ 39.07	$ 40.00
0110 3	**16**	DEMO EXISTING SINGLE STORY STRUCTURES	4	EA	$ 39.07	$ 157.00
		Asphalt				
0334 1 13	**17**	1-1/2" LIFTS OF SP-12.5 ASPHALT	736	TN	$ 134.49	$ 98,999.00
	18	8" LIMEROCK	8,922	SY	$ 15.00	$ 133,837.00
0160 4	**19**	TYPE B STABILIZATION	8,922	SY	$ 8.90	$ 79,410.00
		Stormpipe				
	20	P-5 TYPE CURB INLET	20	EA	$ 4,800.00	$ 96,000.00
	21	P-6 TYPE CURB INLET	6	EA	$ 5,000.00	$ 30,000.00
0425 2 41	**22**	STORM MANHOLE 4' ID	7	EA	$ 5,267.87	$ 36,876.00
430984129	**23**	24" MES	1	EA	$ 3,298.88	$ 3,299.00
	24	42" MES	1	EA	$ 4,005.05	$ 4,006.00
	25	15" HDPE	2,798	LF	$ 47.25	$ 132,206.00
	26	18" HDPE	1,176	LF	$ 52.00	$ 61,152.00
	27	24" HDPE	260	LF	$ 74.00	$ 19,240.00
	28	30" HDPE	438	LF	$ 108.00	$ 47,304.00
	29	36" HDPE	439	LF	$ 223.42	$ 98,082.00
	30	42" HDPE	440	LF	$ 338.84	$ 149,089.00
	31	RIP RAP	4	TN	$ 132.00	$ 476.00
		Concrete				
	32	F CURB	2,133	LF	$ 29.00	$ 61,868.00
	33	COMMON AREA CONCRETE SIDEWALK 6" THICK	1,247	SY	$ 68.00	$ 84,827.00
		Signage and Pavement Markings				
0711 11123	**34**	12" White Stripe	61	LF	$ 3.41	$ 208.01
0711 11125	**35**	24" White Stop Bar	36	LF	$ 6.11	$ 219.96
	36	STOP SIGN	5	EA	$ 200.00	$ 1,000.00
	37	PEDESTRIAN CROSSING SIGN	2	EA	$ 200.00	$ 400.00

(Where possible the cost estimates were based off of the 12 Month Historal Cost Data for FDOT Area 6)

Estimated Cost of Site Work: $ 2,122,504.97

PHASE 1 COST ESTIMATE

KIRKLAND FARMS SUBDIVISION PHASE 1
Alachua, FL

DATE: 9/20/2023

WATER SYSTEM

FDOT No.	ITEM No.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	AMOUNT
		Water System				
	1	INSTALL A BACKFLOW PREVENTER FOR TEMPORARY WATER SERVICE	1	EA	$ 32,700.00	$ 32,700.00
	2	12"X8" TAPPING SADDLE	1	EA	$ 10,000.00	$ 10,000.00
	3	8" DIRECTIONAL BORE	87	LF	$ 33.33	$ 2,899.71
	4	8" DIP MAIN	3,356	LF	$ 60.00	$ 201,351.20
	5	8" TEE	1	EA	$ 730.00	$ 730.00
	6	8" 22.5° BEND	2	EA	$ 700.00	$ 1,400.00
	7	8" 45° BEND	9	EA	$ 695.00	$ 6,255.00
1080 21108	**8**	8" GATE VALVES WITH BOX	4	EA	$ 850.00	$ 3,400.00
1644113 08	**9**	FIRE HYDRANT ASSEMBLY	6	EA	$ 7,455.71	$ 44,735.00
	10	SHORT SINGLE WATER SERVICE	3	EA	$ 225.00	$ 675.00
	11	LONG SINGLE WATER SERVICE	1	EA	$ 275.00	$ 275.00
	12	SHORT DOUBLE WATER SERVICE	17	EA	$ 325.00	$ 5,525.00
	13	LONG DOUBLE WATER SERVICE	16	EA	$ 375.00	$ 6,000.00
	14	METER YOKE ASSEMBLIES (METER BY GRU)	70	EA	$ 270.00	$ 18,900.00

(Where possible the cost estimates were based off of the 12 Month Historal Cost Data for FDOT Area 6)

Estimated Cost of Water System: $ 334,846.00

PHASE 1 COST ESTIMATE

KIRKLAND FARMS SUBDIVISION PHASE 1
Alachua, FL

DATE: 9/20/2023

SANITARY SEWER SYSTEM

FDOT No.	ITEM	ITEM DESCRIPTION	EST.	UNIT	UNIT PRICE	AMOUNT PRICE
		Sanitary Sewer System				
	1	0'-6' SANITARY MANHOLE	1	EA	$ 4,072.00	$ 4,072.00
	2	6'-8' SANITARY MANHOLE	2	EA	$ 4,072.00	$ 8,144.00
	3	8'-10' SANITARY MANHOLE	2	EA	$ 4,072.00	$ 8,144.00
	4	10'-12' SANITARY MANHOLE	1	EA	$ 5,200.00	$ 5,200.00
	5	12'-14' SANITARY MANHOLE	3	EA	$ 6,375.00	$ 19,125.00
	6	18'-20' SANITARY MANHOLE	1	EA	$ 9,537.00	$ 9,537.00
	7	22'-24' SANITARY MANHOLE	3	EA	$ 9,537.00	$ 28,611.00
	8	8" PVC SDR26	2,701	LF	$ 45.83	$ 123,817.00
	9	4" SDR26 SANITARY SEWER SERVICE (IN LINE)	64	EA	$ 450.00	$ 28,800.00
	10	4" SDR26 SANITARY SEWER SERVICE (IN MANHOLE)	6	EA	$ 450.00	$ 2,700.00
	11	4" SANITARY SEWER CLEANOUT ASSEMBLY	70	EA	$ 55.00	$ 3,850.00
1050 31206	**12**	6" PVC FORCE MAIN	2923	LF	$ 212.95	$ 622,453.00
	13	SANITARY LIFT STATION	1	LS	$ 300,000.00	$ 300,000.00

(Where possible the cost estimates were based off of the 12 Month Historal Cost Data for FDOT Area 6)

Estimated Cost of Sanitary Sewer System: $ 1,164,453.00

PLAT PROPERTY INFORMATION REPORT

Fund File Number: 1468457 -A3

The following mortgages are all the mortgages of record that have not been satisfied or released of record nor otherwise terminated by law:

1. Nothing Found

Other encumbrances affecting the title:

1. ADDED A-1: General or special taxes and assessments required to be paid for the year 2023.
2. Easement contained in instrument recorded February 24, 1993, under O.R. Book 1895, Page 2500, Public Records of Alachua County, Florida.
3. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded September 8, 1947, under Deed Book 242, Page 346, Public Records of Alachua County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11, F.S.
4. Easement in favor of Florida Power Corporation contained in instrument recorded July 2, 1962, under O.R. Book 191, Page 49, Public Records of Alachua County, Florida.
5. Easement in favor of Florida Power Corporation contained in instrument recorded under O.R. Book 50, Page 77, Public Records of Alachua County, Florida.
6. Planned Development Regulatory Agreement recorded in O.R. Book 5044, Page 256, Public Records of Alachua County, Florida.
7. Recorded Notice of Environmental Resource Permit recorded in O.R. Book 5112, Page 459, Public Records of Alachua County, Florida.
8. ADDED A-3: Surveyor's Certificate recorded 11/30/2023 in O.R. Book 5135, Page 2573, Public Records of Alachua County, Florida.
9. Rights of the lessees under unrecorded leases.

This search is provided pursuant to the requirements of section 177.041, F.S. for the uses and purposes specifically stated therein and is not to be used as the basis for issuance of an insurance commitment and/or policy.

The information contained herein is furnished for information only.

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

PLAT PROPERTY INFORMATION REPORT

Exhibit A

Fund File Number: 1468457

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT AND IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 75 (STATE ROAD NO. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22° 57' 58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18° 36' 05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58° 40' 47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23° 00' 14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22° 10' 40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58° 40' 47" EAST, A DISTANCE OF 2125.72 FEET; THENCE NORTH 02° 55' 51" WEST, A DISTANCE OF 185.08 FEET; THENCE NORTH 31° 32' 08" WEST, A DISTANCE OF 127.18 FEET; THENCE NORTH 58° 27' 52" EAST, A DISTANCE OF 59.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 30' 18", A DISTANCE OF 1.97 FEET TO THE POINT OF TANGENCY (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 30° 46' 59" WEST, 1.97 FEET); THENCE NORTH 31° 32' 08" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 58° 27' 52" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 58° 40' 47" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 24.70 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 02° 54' 44" WEST, A DISTANCE OF 83.43 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5064, PAGE 307 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 02° 54' 44" WEST, A DISTANCE OF 30.34 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALACHUA COUNTY ROAD NO. 2054, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 240, PAGE 565 OF SAID PUBLIC RECORDS; THENCE NORTH 58° 40' 47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.39 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 31° 21' 30" EAST, A DISTANCE OF 26.53 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 02° 55' 51" EAST, ALONG THE EAST LINE OF SAID LANDS AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF A 40 FOOT WIDE RIGHT-OF-WAY LYING WEST OF BLOCKS 1 AND 4 OF ALACHUA REALTY CO SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 106, OF SAID PUBLIC RECORDS, A DISTANCE OF 948.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER ATLANTIC COAST LINE RAILROAD CO.) 100 FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE SOUTH 41° 06' 29" WEST, ALONG SAID NORTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1640.15 FEET TO A POINT ON SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT; THENCE NORTH 70° 50' 15" WEST, ALONG SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT, A DISTANCE OF 1214.61 FEET TO THE POINT OF BEGINNING.

PHASE 1 COST ESTIMATE

KIRKLAND FARMS PHASE 1 RESIDENTIAL SIDEWALKS
Alachua, FL

DATE: 9/21/2023

SITE WORK

FDOT No.	ITEM No.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	AMOUNT
		RESIDENTIAL SIDEWALKS				
	1	RESIDENTIAL CONCRETE SIDEWALK 6" THICK	2,099	SY	$ 68.00	$ 142,750.00
					Estimated Cost of Site Work:	**$ 142,750.00**

SUMMARY OF COSTS

	1	**RESIDENTIAL SIDEWALKS**				$ 142,750.00
		Subtotal				**$ 142,750.00**
		Additional Costs				
	2	Contingency	1	LS	10%	$ 14,275.00
	3	General Conditions, Bonds, and Mobilization	1	LS	10%	$ 14,275.00
					Total Estimated Phase 1 Sidewalk Cumulative Cost:	**$ 171,300.00**

Concurrency Impact Analysis
Kirkland Farms – Phase 1

The Phase 1 Final Plat of Kirkland Farms includes a total of 70 residential units.

Stormwater:

A detailed stormwater management plan was provided with the construction plans for this project. The proposed stormwater system was designed in compliance with City of Alachua and Suwannee River Water Management District requirements and the SRWMD permit is included with the final plat submittal.

Potable Water:

Goal 4: Provide an adequate supply of high quality potable water to customers throughout the service area.
Objective 4.1 Achieve and maintain acceptable levels of service for potable water quality and quality.

Project Impact:
Per the City's Level of Service Standard, a single family dwelling generates demand for 275 gallons of water per day (GPD). Phase 1 of Kirkland Farms contains 70 units, so the total demand is 19,250 GPD.

Table 3a. Potable Water Impacts - Final Development Orders

System Category	Gallons Per Day
Current Permitted Capacity[1]	2,300,000
Less Actual Potable Water Flows[1]	1,390,833
Kirkland Farms Phase 1	19,250
Reserved Capacity[2]	364,705
Residual Capacity	**525,212**
Percentage of Permitted Design Capacity Utilized	**77.16%**

Sources:
1. City of Alachua Public Services Department, April 2022
2. Table 1, City of Alachua Development Report, Nov 2023

Sanitary Sewer:

Goal 1: Plan for and provide adequate, high quality and economical wastewater service while protecting the environment, especially groundwater resources.
Objective 1.2 Wastewater service will be made available to new development in a manner to promote compact urban growth, promoting development where wastewater service is available, and discouraging urban sprawl.

Project Impact:

Per the City's Level of Service Standard, a single family dwelling generates demand for 250 gallons of wastewater per day (GPD). Phase 1 of Kirkland Farms contains 70 units, so the total demand is 17,500 GPD.

Table 4a. Sanitary Sewer Impacts - Final Development Orders

System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity	1,500,000
Less Actual Treatment Plant Flows[1]	719,250
Kirkland Farms Phase 1	17,500
Reserved Capacity[2]	341,199
Residual Capacity	**422,051**
Percentage of Permitted Design Capacity Utilized	**71.86%**

Sources:
1. City of Alachua Public Services Department, April 2022
2. Table 1, City of Alachua Development Report, Nov 2023

Solid Waste:

Goal 2: The City of Alachua will provide for solid waste disposal service in a sanitary, economic, and environmentally safe manner.

Project Impact:
Residential uses generate approximately 0.73 tons/capita per year. The proposed residential units will generate approximately 139.5 tons per year (70 DU * 2.5 persons/DU * 0.73 tons/capita/year = 127.75 tons per year).
As indicated in the following table, the proposed solid waste generated as part of this project will not reduce the level of service in the City of Alachua.

Table 6a. Solid Waste Impacts - Final Development Orders

System Category	Lbs Per Day	Tons Per Year
Existing Demand[1]	43,376.00	7,916.12
Reserved Capacity[2]	40,378.55	7,369.09
New River Solid Waste Facility Capacity[3]	**50 years**	

1. Bureau of Economic & Business Research, University of Florida, Estimates of Population (2021); Policy 2.1.a, CFNGAR Element
Formula: 10,844 persons x 0.73 tons per year
2. Table 1, City of Alachua Development Report, Nov 2023
3. New River Solid Waste Association, April 2022

Recreation:

The Peggy Road Subdivision impacts are 70 DU * 2.5 persons/DU x 5 acres/1,000 persons = 0.875 acres. As shown in the following table, there is adequate capacity available to support this development.

Table 5a. Recreational Impacts - Final Development Orders	
System Category	**Acreage**
Existing City of Alachua Recreation Acreage[1]	135.48
Acreage Required to Serve Existing Population[2]	54.22
Kirkland Farms - Phase 1	0.88
Reserved Capacity[3]	**8.67**
Available Recreation Acreage	**71.72**

1. Table 5c. Recreational Facilities
2. Bureau of Economic & Business Research, University of Florida, Estimates of Population (2022); Policy 1.2.b, Recreation Element
Formula: 10,844 persons / (5 acres / 1,000 persons)
2. Table 1, City of Alachua Development Report, Nov 2023

Traffic:

Kirkland Farms Phase 1 will not create a traffic impact that will exceed the approved level of service standards for the impacted roadway (CR 2054)

TABLE 1 – PROJECT TRIP GENERATION

ITE LAND USE: 210 Single-Family Detached Housing
SOURCE: ITE TRIP GENERATION, 9TH EDITION, PAGES 342-344

70 DU

PERIOD	RATE	PER UNIT	TRIPS
AM	0.75	70	52.50
PM	1.00	70	70.00
ADT	9.44	70	660.80

TABLE 2: TRIP DISTRIBUTION

Segment ID	Distribution Share	Projected Trips
CR 2054 (14)	100%	661

No other road segments will be impacted more than 5% of their maximum service volume.

TABLE 3: ROADWAY LEVEL OF SERVICE (LOS) ANALYSIS

			Comp Plan			Projected	
Segment ID:	Segment Limits:	MSV		Existing	Res'vd	Trips	Available
CR 2054 (14)	From SR 235 to West City Limit	AADT	15,120	2,498	0	661	11,961
		Peak Hour	1,359	237	0	70	1,052

Kirkland Farms Subdivision

Statement of Proposed Uses

The proposed subdivision will provide housing options for current and future residents of the City of Alachua.

Comprehensive Plan Consistency

Future Land Use Element:

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

Consistency: The subdivision includes single family residential units in the density allowed by the Comprehensive Plan.

Future Land Use Element
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. *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.*
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, non-vehicular and vehicular modes of transportation.*

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

Consistency: The plat submitted is consistent with the approved residential PD documents, preliminary plat and the construction plans for the subdivision on the property. The subdivision is across the street from a municipal park/recreation center and provides a large amount of open space area on the property, with residential areas concentrated together for efficiency. Additionally, pedestrian connections are provided throughout the development and along Peggy Road for residents to access Legacy Park.

Community Facilities Element
Objective 3.5: Stormwater System Design in High Aquifer Recharge Areas
The City shall work with the Suwannee River Water Management District and the Florida Department of Environmental Protection criteria for karst stormwater management system design.

Consistency: The stormwater management system has been designed consistent with all Suwannee River Water Management District requirements for karst sensitive areas. Detailed design and calculations were provided with construction plans for the project and the Water Management District permit is included with the final plat submittal.

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

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

Consistency: The subdivision meets all level of service requirements.

City of Alachua

PUBLIC SCHOOL STUDENT GENERATION CALCULATION FORM

PROJECT # **APPLICATION DATE**

NAME & DESCRIPTION OF PROJECT

PROJECT ADDRESS (Contact 911 Addressing @ 352.338.7361)

Tax Parcel Numbers

Acreage

DEVELOPMENT DATA (check all that apply)

Single Family Multi Family Exempt (See exemptions on page 2)

Number of Units Number of Units

Level of Review

Pre-Application Conference Preliminary Final Revised Staff Administrative Review

A determination that there is adequate school capacity for a specific project will satisfy requirements for review for school concurrency for the periods of time consistent with the Interlocal Agreement and specified in local government land development regulations; an agreement by the School Board with the developer and local government is required to extend the period for approvals for phased projects beyond the generally applicable time period

EXPLANATION OF STUDENT GENERATION CALCULATION

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

SCHOOL CONCURRENCY SERVICE AREAS (SCSA) FOR PROJECT LOCATION

Based on the project location, please identify the corresponding School Concurrency Service Areas for each school type. Maps of the SCSAs may be viewed on the Alachua County Public Schools website.

SCHOOL CONCURRENCY SERVICE AREAS (SCSA)

Elementary **Middle** **High**

SINGLE FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY	**units X 0.12**	**Elementary School Multiplier**	**Student Stations**
MIDDLE	**units X 0.06**	**Middle School Multiplier**	**Student Stations**
HIGH	**units X 0.09**	**High School Multiplier**	**Student Stations**

MULTI FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY	**units X 0.06**	**Elementary School Multiplier**	**Student Stations**
MIDDLE	**units X 0.03**	**Middle School Multiplier**	**Student Stations**
HIGH	**units X 0.03**	**High School Multiplier**	**Student Stations**

Source: School Board of Alachua County 2015 Student Generation Multiplier Analysis

EXEMPT DEVELOPMENTS (click all that apply)

Existing legal lots eligible for a building permit

Development that includes residential uses that has received final development plan approval prior to the effective date for public school concurrency, or has received development plan approval prior to June 24, 2008, provided the development approval has not expired

Amendments to final development orders for residential development approved prior to the effective date for public school concurrency, and which do not increase the number of students generated by the development

Age-restricted developments that prohibit permanent occupancy by persons of school age, provided this condition is satisfied in accordance with the standards of the Public School Facilities Element or the ILA

Group quarters that do not generate public school students, as described in the ILA

AUTHORIZED AGENT

Name:

Mailing Address:

Phone:

Email:

PROPERTY OWNER

Name:

Mailing Address

Phone:

Email

CERTIFICATION

PROJECT NAME : **PROJECT #:**

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

Approved based upon the following findings (see 09.14.2022 Capacity Table)

Elementary SCSA Capacity Required

Capacity Available Available Capacity

Capacity Available in 3 yrs Available Capacity

Capacity Available in Adjacent SCSA Available Capacity

Middle SCSA Capacity Required

Capacity Available Available Capacity

Capacity Available in 3 yrs Available Capacity

Capacity Available in Adjacent SCSA Available Capacity

High SCSA

Capacity Available Available Capacity

Capacity Available in 3 yrs Available Capacity

Capacity Available in Adjacent SCSA Available Capacity

Denial for reasons stated

Approved by

School Board Staff Certification

Suzanne M. Wynn
Community Planning Director
Alachua County Public Schools
352.955.7400 x 1445

Date:

City of Alachua Staff

A complete application for the development project was accepted on

Date:

Signed:

Printed Name:

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 15151 Peggy Rd

Parcel ID Number(s): 03924-000-000, 03865-000-000, and 03917-200-002

Acreage: 52.87 +/-

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Michael Patrick Green Title: Vice President, Operations

Company (if applicable): Garden Street Communities Southeast LLC

Mailing Address: 100 West Garden Street, 2nd Floor

City: Pensacola State: FL ZIP: 32502

Telephone: 850-916-0625 FAX: N/A e-mail:

C. AUTHORIZED AGENT

Name: Claudie Vega, P.E. Title: Director of Engineering

Company (if applicable): eda consultants, inc.

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

City: Gainesville State: FL ZIP: 32601

Telephone: 352-373-3541 FAX: N/A e-mail: cvega@edafl.com

D. REQUESTED ACTION:

Preliminary plat, final plat, & 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

Michael Patrick Green, V.P. OF OPERATIONS

Typed or printed name and title of applicant

Signature of Co-applicant

Claudia Vega, P.E.

Typed or printed name of co-applicant

State of Florida County of Escambia

The foregoing application is acknowledged before me this 29th day of March, 2023 by _____, who is/are personally known to me, or who has/have produced _____ as identification.

Theresa Butler

Signature of Notary Public, State of Florida

THERESA BUTLER
Notary Public
State of Florida
Comm# HH297474
Expires 8/4/2026

RESOLUTION 2021-003 OF

GARDEN STREET COMMUNITIES SOUTHEAST, LLC ("Company")

WHEREAS, Article III of the Operating Agreement of Garden Street Communities Southeast, LLC f/k/a Esplanade Communities of Florida, LLC and Florida Statutes allow for the actions described herein by the Manager of the Company;

WHEREAS, the Manager of the Company is William Bryan Adams and the sole Member of the Company is Garden Street Communities, LLC f/k/a Esplanade Communities, LLC;

WHEREAS, the Manager and the sole Member of the Company do hereby consent to, and approve, the action described herein and acknowledge such in writing as evidenced by their respective signatures below;

THEREFORE, for good and valuable consideration, the receipt of which is acknowledged herein, the Manager and the sole Member of the Company resolve, authorize and direct as follows:

RESOLVED, the Manager and sole Member of the Company hereby authorize Patrick Green, Vice-President of Operations ("Authorized Signer"), to execute, on behalf of the Company and upon approval of the Manager of the Company on a case by case basis (whether written or verbal), Land Development Related Documents on project owned or under contract by the Company. Land Development Related Documents shall be defined as permits, applications, homeowners' association documents, declarations of covenants and restrictions including amendments thereof, utility agreements, governmental related agency agreements relating to the project(s), notices of commencement relating to noticing agencies of construction commencement, and easements. For clarification purposes, Authorized Signer is not authorized to sign notices of commencement relating to lien law, land acquisition closing documents, lot sale contracts, final plats, or lot closing documents;

IN WITNESS WHEREOF, I execute this Act of the Manager and sole Member on the 19th day of June, 2021.

Manager:

William Bryan Adams, Sole Manager

Sole Member:

Garden Street Communities, LLC f/k/a Esplanade Communities, LLC

William Bryan Adams, Manager

Detail by Entity Name

Florida Limited Liability Company
GARDEN STREET COMMUNITIES SOUTHEAST, LLC

Filing Information

Document Number	L16000176904
FEI/EIN Number	81-3934166
Date Filed	09/21/2016
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	02/15/2021
Event Effective Date	NONE

Principal Address

100 W. Garden Street
2nd Floor
Pensacola, FL 32502

Changed: 02/07/2023

Mailing Address

100 W. Garden Street
2nd Floor
Pensacola, FL 32502

Changed: 02/07/2023

Registered Agent Name & Address

ADAMS, WILLIAM B
100 W. Garden Street
2nd Floor
Pensacola, FL 32502

Address Changed: 02/07/2023

Authorized Person(s) Detail

Name & Address

Title Manager

Adams, William Bryan, Sr.
100 W. Garden Street
2nd Floor
Pensacola, FL 32502

Annual Reports

Report Year	Filed Date
2021	04/27/2021
2022	03/23/2022
2023	02/07/2023

Document Images

02/07/2023 -- ANNUAL REPORT	View image in PDF format
03/23/2022 -- ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
02/15/2021 -- LC Name Change	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
03/29/2019 -- ANNUAL REPORT	View image in PDF format
07/11/2018 -- ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
09/21/2016 -- Florida Limited Liability	View image in PDF format

Prepared by:
John W. Monroe, Jr.
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, Florida 32502
File Number: 10723-156445
Parcel ID Number:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3471511 3 PG(S)
2/6/2023 2:16 PM
BOOK 5068 PAGE 2014
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1129118
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $9,100.00
Intang. Tax: $0.00

Warranty Deed

This WARRANTY DEED, dated February 3, 2023 A.D. By:
Baveria, LLC, a Florida limited liability company
whose address is: 8671 Currituck Lane, Orlando, Florida 32829,
hereinafter called the GRANTOR, to:
Garden Street Communities Southeast, LLC, a Florida limited liability company
whose post office address is: 100 West Garden Street, Second Floor, Pensacola, Florida 32502,
hereinafter called the GRANTEE:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Alachua County, Florida, viz:

See attached Exhibit "A"

Parcel ID: 03865-000-000, 03924-000-000, 039217-200-001, 03865-200-000, 03917-200-002

Parcel 2 is conveyed without warranty of title.

Subject to covenants, conditions, restrictions, limitations, easements and agreements of record, if any; taxes and assessments for the year 2023 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

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

And the grantor hereby covenants with said grantee that except as above noted, the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

Witness Printed Name Valerie Garcia

Witness Printed Name Kathleen A. Matson

Baveria, LLC, a Florida limited liability company

BY: _____ (Seal)
Khaled H. Hussein, Manager

State of Florida
County of Orange

The foregoing instrument was sworn to, subscribed and acknowledged before me this 2nd day of February, 2023, by means of (X) physical presence or ( ) online notarization, by Khaled H. Hussein, Manager of Baveria, LLC, a Florida limited liability company, who is personally known to me or who has produced FL Drivers License as identification.

Notary Public
Print Name: _____

My Commission Expires:

Kathleen A. Matson
Notary Public
State of Florida
Comm# HH026837
Expires 8/2/2024

Exhibit "A"

Commence at a point South of the Seaboard Air Line Railroad in Lot One (1) of Section Twenty-two (22) Township Eight (8) South Range Eighteen (18) East, where the East line of the William Garvin Grant intersects the Right-of-Way, run Southwest along the Grant line to where Subdivision line intersects the Right-of-Way of the Atlantic Coast Line Railroad, thence Northwest along the Right-of-Way 1109 feet; thence North 1074 feet to beginning. Lying and being in Section Twenty-two (22), Township Eight (8) South, Range Eighteen (18) East.

Also, all that part of Lots Ten (10) and Eleven (11) South of the Seaboard Air Line Railroad in the William Garvin Grant, according to the plat of J.C. Sheffield Part of Garvin Grant, as recorded in Plat Book A, Page, 60 of the Public Records of Alachua County, Florida.

Also, Lots Three (3), Four (4) Five (5), Six (6) and Seven (7) of Block Three (3) of Alachua Realty Co. Subdivision, according to the map or plat thereof as recorded in Plat Book A, Page 106 of the Public Records of Alachua County, Florida.

AND

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1895, PAGE 2500 OF THE PUBLIC RECORDS OF SAID ALACHUA COUNTY, FLORIDA, LYING WEST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF A 40 FOOT WIDE PLATTED RIGHT OF WAY AS SHOWN ON THE PLAT OF "ALACHUA REALTY COMPANY SUBDIVISION" AS PER PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 106 OF SAID PUBLIC RECORDS, LESS ANY PORTION LYING WITHIN THE MAINTAINED RIGHT OF WAY OF COUNTY ROAD No. 2054 (PEGGY ROAD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" REBAR AND CAP (LB 2903) AT THE NORTHWEST CORNER OF LOT 1, BLOCK 2 OF SAID "ALACHUA REALTY COMPANY SUBDIVISION" AND THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1895, PAGE 2500 FOR THE POINT OF BEGINNING; THENCE RUN NORTH 02°08'31" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 83.27 FEET TO A 5/8" REBAR (NO IDENTIFICATION) ON THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF SAID PEGGY ROAD; THENCE RUN NORTH 59°29'24" EAST, ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 234.80 FEET TO A 5/8" REBAR AND CAP (PSM 6602) AT THE INTERSECTION WITH SAID NORTHERLY EXTENSION OF THE WEST LINE OF A PLATTED 40 FOOT RIGHT OF WAY AS SHOWN ON SAID "ALACHUA REALTY COMPANY SUBDIVISION"; THENCE RUN SOUTH 02°08'31" EAST, ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 78.43 FEET TO A 3/4" IRON PIPE (NO IDENTIFICATION) AT THE NORTHEAST CORNER OF SAID LOT I, BLOCK 2, LYING ON THE SOUTH LINE OF THE FORMER CSX TRANSPORTATION, INC.'S OPERATING PROPERTY, AND ON THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1895, PAGE 2500; THENCE RUN SOUTH 58°27'44" WEST, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 2, AND THE SOUTH LINES OF SAID FORMER CSX PROPERTY AND SAID LANDS, A DISTANCE OF 237.13 FEET TO THE POINT OF BEGINNING.

AND

A portion of "Alachua Realty Co Subdivision of a Part of Lot 1 of Sec' 22, Tp 8 S, R 18 E", a subdivision as per Plat thereof, recorded in Plat Book "A", page 106 of the Public Records of Alachua County, Florida; being more particularly described as follows:

Begin at the northeast corner of Lot 1, Block 2 of "Alachua Realty Co Subdivision of a Part of Lot 1 of Sec' 22, Tp 8 S, R 18 E", recorded in Plat Book "A", page 106 of the Public Records of Alachna County, Florida and run thence South, along the East line of said Lot 1, along the southerly extension thereof and along the East line of Lot 1, Block 3 of said Subdivision, 648 feet, more or less, to the southeast corner of said Lot 1, Block 3; thence West, along the South line of said Lot 1, Block 3 and the South line of Lot 2, Block 3 of said Subdivision, 415 feet, more or less, to the sonthwest corner of said Lot 2, Block 3; thence North, along the West line of said Lot 2, Block 3, along the northerly extension thereof and along the West line of Lot 2, Block 2 of said Subdivision, 418 feet, more or less to the northwest corner of said Lot 2, Block 2 and to a point on the southeasterly Right of Way line of the former Seaboard Air Line Railway Co. Right of Way; thence Northeasterly, along said Right of Way line and along the northerly lines of said Lots 2 and 1, Block 2, a distance of 472.2 feet to the Point of Beginning.

AND

Parcel 2

A portion of Section 22, Township 8 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:
Commence at a 1/2" rebar and cap (stamped "LB 2903") at the Northwest corner of Lot 1, Block 2 of "Alachua Realty Co. Subdivision", as per plat thereof, recorded in Plat Book "A", page 106 of the Public Records of Alachua County, Florida (Vacated as per Resolution 22 18 recorded in Official Records Book 4996, page 599 of said Public Records), said corner being the Southwest corner of that certain parcel of land as described in Official Records Book 1895, page 2500 of said Public Records and the Southwest corner of that certain parcel of land as described in Official Records Book 4942, page 1289 of said Public Records, and run thence North 02°54'44" West, along the West line of said certain parcels of land, 83.43 feet to the Northwest corner of said certain parcel of land as described in Official Records Book 4942, page 1289 of said Public Records and to the Point of Beginning; thence continue North 02°54'44" West, 30.34 feet to the Northwest corner of said certain parcel of land as described in Official Records Book 1895, page 2500 of said Public Records and to a point on the former Northerly Right of Way line of the C.S.X. Transportation, Inc. Railroad Right of Way (100' Right of Way) and to a point on the Southerly Right of Way line of Alachua County Road No. 2054, as per deed recorded in Official Records Book 240, page 565 of said Public Records; thence North 58°40'47" East, along said former Northerly Right of Way line and said Southerly Right of Way line of Alachua County Road No. 2054, a distance of 220.39 feet; thence South 31°21'30" East, 26.53 feet to the Northeast corner of said certain parcel of land described in Official Records Book 4942, page 1289 of said Public Records; thence South 58°38'30" West, along the Northerly line of said certain parcel of land (Official Records Book 4942, page 1289), a distance of 234.84 feet to the Point of Beginning.

Real Estate Account #03865 000 000

Owner:
GARDEN STREET COMMUNITIES SOUTHEST LLC

Situs:
15151 PEGGY RD
ALACHUA 32615

Parcel details
Property Appraiser
Homestead Exemption

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/28/2023** for **$1,661.13**.

Apply for the 2024 installment payment plan

Account History

BILL	AMOUNT DUE
2023 Annual Bill	$0.00 Print (PDF)
2022 Annual Bill	$0.00 Print (PDF)
2021 Annual Bill	$0.00 Print (PDF)
2020 Annual Bill	$0.00 Print (PDF)
2019 Annual Bill	$0.00 Print (PDF)
2018 Annual Bill	$0.00 Print (PDF)
2017 Annual Bill	$0.00 Print (PDF)
2016 Annual Bill	$0.00 Print (PDF)
2015 Annual Bill	$0.00 Print (PDF)
2014 Annual Bill	$0.00
Total Amount Due	**$0.00**

BILL	AMOUNT DUE
	Print (PDF)
2013 Annual Bill	$0.00 Print (PDF)
2012 Annual Bill	$0.00 Print (PDF)
2011 Annual Bill	$0.00 Print (PDF)
2010 Annual Bill	$0.00 Print (PDF)
2009 Annual Bill	$0.00 Print (PDF)
2008 Annual Bill	$0.00 Print (PDF)
2007 Annual Bill	$0.00 Print (PDF)
2006 Annual Bill	$0.00 Print (PDF)
2005 Annual Bill	$0.00 Print (PDF)
2004 Annual Bill	$0.00 Print (PDF)
2003 Annual Bill	$0.00 Print (PDF)
2002 Annual Bill	$0.00 Print (PDF)
Total Amount Due	**$0.00**

Convenience Fees

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

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Real Estate Account #03917 200 002

Owner:
GARDEN STREET COMMUNITIES SOUTHEST LLC

Situs:
UNASSIGNED LOCATION RE

Parcel details
Property Appraiser

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/28/2023** for **$883.41**.

Apply for the 2024 installment payment plan

Account History

BILL	AMOUNT DUE
2023 Annual Bill	$0.00 Print (PDF)
2022 Annual Bill	$0.00 Print (PDF)
Total Amount Due	**$0.00**

Convenience Fees

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

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Real Estate Account #03924 000 000

Owner:
GARDEN STREET COMMUNITIES SOUTHEST LLC

Situs:
UNASSIGNED LOCATION RE

Parcel details
Property Appraiser

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/28/2023** for **$111.07**.

Apply for the 2024 installment payment plan

Account History

BILL	AMOUNT DUE
2023 Annual Bill	$0.00 Print (PDF)
2022 Annual Bill	$0.00 Print (PDF)
2021 Annual Bill	$0.00 Print (PDF)
2020 Annual Bill	$0.00 Print (PDF)
2019 Annual Bill	$0.00 Print (PDF)
2018 Annual Bill	$0.00 Print (PDF)
2017 Annual Bill	$0.00 Print (PDF)
2016 Annual Bill	$0.00 Print (PDF)
2015 Annual Bill	$0.00 Print (PDF)
2014 Annual Bill	$0.00 Print (PDF)
2013 Annual Bill	$0.00
Total Amount Due	**$0.00**

BILL	AMOUNT DUE
	Print (PDF)
2012 Annual Bill	$0.00 Print (PDF)
2011 Annual Bill	$0.00 Print (PDF)
2010 Annual Bill	$0.00 Print (PDF)
2009 Annual Bill	$0.00 Print (PDF)
2008 Annual Bill	$0.00 Print (PDF)
2007 Annual Bill	$0.00 Print (PDF)
2006 Annual Bill	$0.00 Print (PDF)
2005 Annual Bill	$0.00 Print (PDF)
2004 Annual Bill	$0.00 Print (PDF)
2003 Annual Bill	$0.00 Print (PDF)
2002 Annual Bill	$0.00 Print (PDF)
Total Amount Due	**$0.00**

Convenience Fees

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

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Traffic Study

PEGGY ROAD RESIDENTIAL

Alachua, FL

Prepared for:

eda Consultants, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.

142796007
October 2022
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Traffic Study

REGGY ROAD RESIDENTIAL

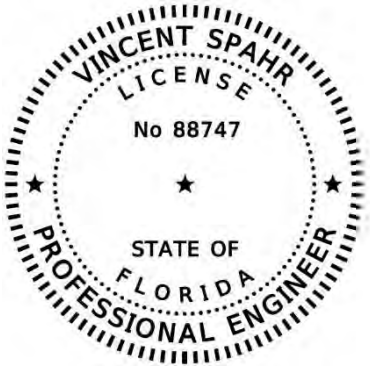
Alachua, FL

Prepared for:

eda Consultants, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.



This document has been digitally signed and sealed by Vincent Spahr, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Vincent Spahr, P.E.
Florida Registration Number 88747
Kimley-Horn and Associates, Inc.
800 SW 2nd Avenue, Suite 100
Gainesville, Florida 32601
Registry 35106

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Gainesville, FL 32601

EXECUTIVE SUMMARY

Kimley Horn and Associates, Inc. has been retained by eda Consultants, Inc. to prepare a traffic study for a proposed residential development in Alachua, Florida. The site is located on the south side of Peggy Road (CR 2054), bounded by I-75 to the west. Access to the site is proposed via one full-access connection to Peggy Road (CR 2054).

The proposed development is anticipated to include up to 150 single family homes. Based on the proposed development plan, the project is anticipated to generate approximately 1,466 daily trips, 108 AM peak hour trips (28 entering, 80 exiting), and 145 PM peak hour trips (91 entering, 54 exiting) upon buildout in year 2025.

The study evaluated intersection operations at three (3) intersections in the vicinity of the project site under existing (2022), future background (2025), and future buildout (2025) conditions during the AM and PM peak hours:

- NW 140th Street & Peggy Road (CR 2054)
- NW 140th Street & NW 143rd Place
- CR 235A & Peggy Road (CR 2054)

The westbound approach at the intersection of NW 140th Street and NW 143rd Place is expected to operate with Level of Service (LOS) F and a volume-to-capacity (v/c) ratio of 0.52 under future buildout (2025) conditions. This condition is common at stop-controlled approaches under peak traffic conditions.

The intersection operational analyses indicated that under existing (2022), future background (2025), and future buildout (2025) traffic conditions, all other approaches and movements at the study area intersections are expected to operate with LOS E or better and v/c ratios less than 1.00 during the AM and PM peak hours.

A site access analysis was performed at the proposed driveway connection and found that ingress turn lanes are not warranted at the proposed driveway on Peggy Road (CR 2054) considering both future buildout (2025) conditions and horizon year 2045 conditions.

Table of Contents

INTRODUCTION 1
PROJECT TRAFFIC 3
Trip Generation 3
Trip Distribution 3
STUDY AREA 6
Data Collection 6
EXISTING CONDITIONS INTERSECTION ANALYSIS 7
FUTURE CONDITIONS INTERSECTION ANALYSES 9
Determination of Future Traffic Volumes 9
Future Background Traffic Evaluation 12
Future Buildout Traffic Evaluation 13
SITE ACCESS EVALUATION 14
SUMMARY 15

List of Figures

Figure 1: Project Location 2
Figure 2: Project Distribution 4
Figure 3: Project Trip Assignment 5
Figure 4: Existing (2022) Volumes 8
Figure 5: Future Background (2025) Volumes 10
Figure 6: Future Buildout (2025) Volumes 11

List of Tables

Table 1: Trip Generation Summary 3
Table 2: Existing Conditions, Intersection Analysis Summary 7
Table 3: Future Background (2025), Intersection Analysis Summary 12
Table 4: Future Buildout (2025), Intersection Analysis Summary 13
Table 5: Future Buildout (2025) Turn-Lane Analysis Summary 14
Table 6: Year 2045 Turn-Lane Analysis Summary 14
Table 7: Driveway Operational Analysis Summary 14

Appendix

APPENDIX A: Conceptual Site Plan

APPENDIX B: Methodology Correspondence

APPENDIX C: Traffic Data

APPENDIX D: Synchro Outputs

- Existing Traffic Conditions
- Background Traffic Conditions
- Buildout Traffic Conditions

APPENDIX E: Intersection Volume Development Worksheets

APPENDIX F: NCHRP Report 457 Worksheets

INTRODUCTION

Kimley Horn and Associates, Inc. has been retained by eda Consultants, Inc. to prepare a traffic study for a proposed residential development in Alachua, Florida.

The site is located on the south side of Peggy Road (CR 2054), bounded by I-75 to the west. Access to the site is proposed via one full-access connection to Peggy Road (CR 2054). The project location is depicted in **Figure 1**.

The proposed development is anticipated to include up to 150 single family homes. A conceptual site plan is provided in **Appendix A**. Development of the site is proposed to be complete by year 2025.

This traffic study is provided in support of the development review process with the City of Alachua and Alachua County. This traffic study follows the methodology reviewed and approved by the City of Alachua and Alachua County Public Works Department. The approved methodology is provided in **Appendix B**.

Figure 1: Project Location

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PROJECT TRAFFIC

Trip Generation

The trip generation potential for the proposed development has been calculated utilizing the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. ITE Land Use Code 210 (Single-Family Detached Housing) was used for the proposed development.

Based on the proposed development plan, the project is anticipated to generate approximately 1,466 daily trips, 108 AM peak hour trips (28 entering, 80 exiting), and 145 PM peak hour trips (91 entering, 54 exiting). **Table 1** summarizes the trip generation potential of the site.

Table 1: Trip Generation Summary

Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
			Total	In	Out	Total	In	Out
Proposed Development								
Single-Family Detached Housing	150 DU	1,466	108	28	80	145	91	54

Trip Generation was calculated using the data from ITE's Trip Generation Manual, 11th Edition.

Single-Family Detached Housing [ITE 210]

Daily	Ln(T) = 0.92*Ln(X) + 2.68; (X is number of dwelling units)
AM Peak Hour of Adjacent Street	Ln(T) = 0.91*Ln(X) + 0.12; (X is number of dwelling units); (26% in / 74% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.94*Ln(X) + 0.27; (X is number of dwelling units); (63% in / 37% out)

Trip Distribution

The proposed project trip distribution has been developed based on a select-zone analysis conducted in the Gainesville Urbanized Area Transportation Study (GUATS) model, which is built on the Florida Standard Urban Transportation Model Structure and published by the Gainesville Metropolitan Transportation Planning Organization. The GUATS model output is included in the approved methodology, provided in **Appendix B**. **Figure 2** illustrates the assumed distribution of new project trips entering and exiting the site.

The assignment of project traffic to the project driveway and study intersections was calculated based on the trip generation potential of the site and the proposed distribution percentages. **Figure 3** depicts the project trips at the study area intersections during the AM and PM peak hours.

Figure 2: Project Distribution

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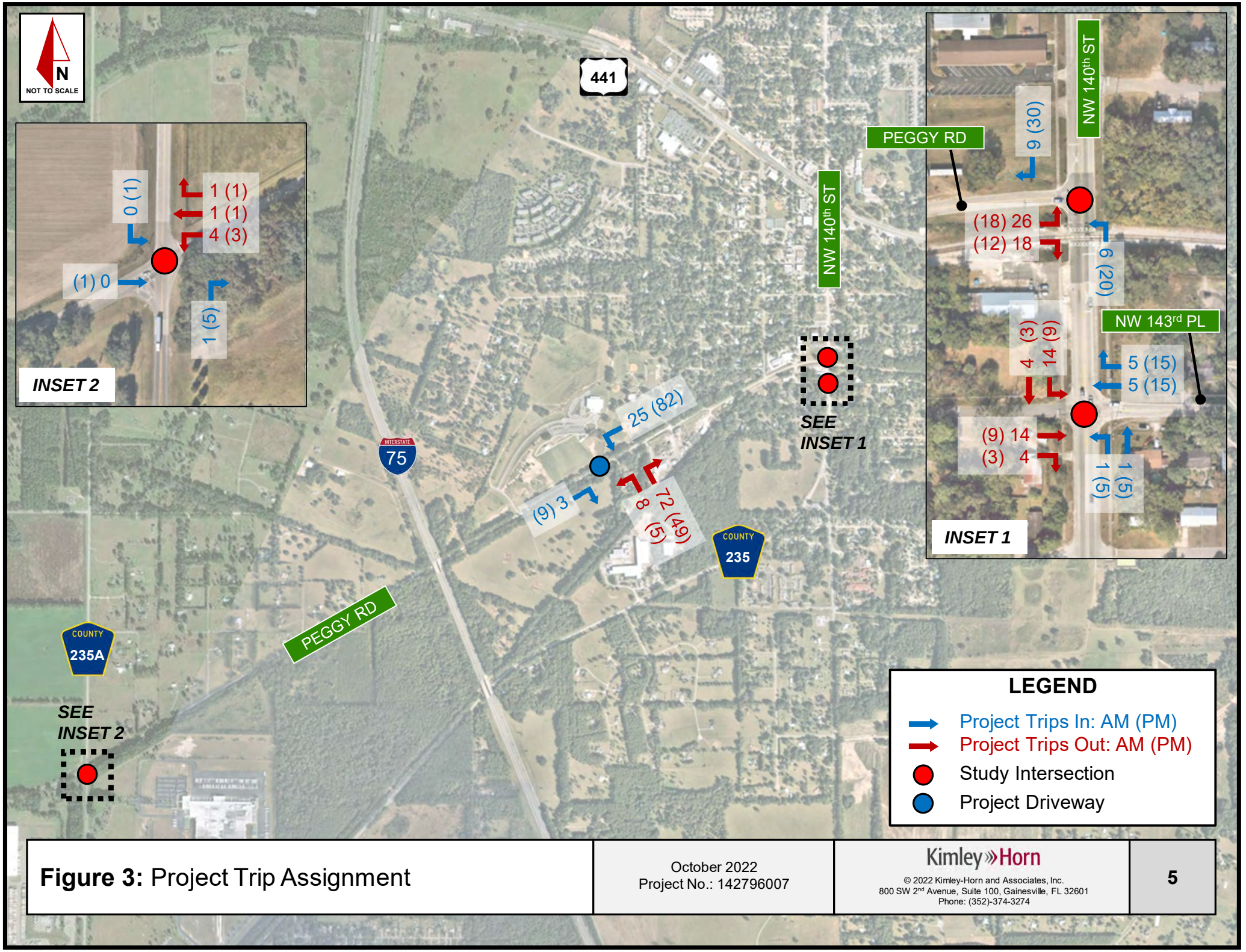

Figure 3: Project Trip Assignment

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STUDY AREA

Three (3) intersections are included in the study area for this traffic study, per the approved methodology and City of Alachua comments. AM and PM peak hour intersection operations are evaluated under existing conditions, future background (non-project) conditions, and future buildout conditions at the following intersections:

- NW 140th Street & Peggy Road (CR 2054)
- NW 140th Street & NW 143rd Place
- CR 235A & Peggy Road (CR 2054)

The proposed project access driveway along Peggy Road (CR 2054) is also evaluated under buildout traffic conditions during the AM and PM peak hours.

Data Collection

Turning movement counts were collected at the study area intersections during AM peak period (7:00 AM – 9:00 AM) and PM peak period (4:00 PM – 6:00 PM) traffic conditions on Tuesday, September 20, 2022 and Tuesday, September 27, 2022.

Peak season factors were obtained from the FDOT Florida Traffic Online database and utilized to adjust the observed traffic volumes to peak season volumes. The peak season conversion factor (PSCF) corresponding to the weeks that the data was collected is 1.00. Existing intersection lane configurations, peak hour factors, and heavy vehicle percentages were recorded during the turning movement count collection.

The existing traffic data was used as a basis for the existing conditions analysis and for forecasting future year turning movement volumes. The turning movement counts and peak season conversion factor data are provided in **Appendix C**.

EXISTING CONDITIONS INTERSECTION ANALYSIS

Existing intersection operating conditions were evaluated during the AM peak hour and PM peak hour for comparison to the future year analyses. Existing peak season intersection conditions were analyzed based on the data collection efforts summarized above. Existing lane geometry, peak hour factors, and truck percentages observed in the field were input into the capacity analyses. Existing (2022) peak season turning movement volumes utilized in the analysis are illustrated in **Figure 4**.

The intersection operational analysis was completed using *Synchro 11* software, which implements procedures outlined in the latest *Highway Capacity Manual*, 6th Edition (*HCM 6*). **Table 2** provides a summary of the AM and PM peak hour operations under existing (2022) peak season conditions at the study area intersections.

All approaches and movements at the study intersections operate with LOS E or better and v/c ratios less than 1.00 under existing AM peak hour and PM peak hour conditions. *Synchro* outputs are provided in **Appendix D**.

Table 2: Existing Conditions, Intersection Analysis Summary

		AM Peak Hour				PM Peak Hour			
		Delay (sec/veh)	LOS	V/C	95th percentile queue (veh)	Delay (sec/veh)	LOS	V/C	95th percentile queue (veh)
NW 140th Street & Peggy Road (CR 2054)	Eastbound	15.3	C	-	-	15.0	C	-	-
	EBL/R	15.3	C	0.20	0.7	15.0	C	0.14	0.5
NW 140th Street & NW 143rd Pl	Eastbound	15.8	C	-	-	12.2	B	-	-
	EBL/T/R	15.8	C	0.06	0.2	12.2	B	0.03	0.1
	Westbound	38.6	E	-	-	27.6	D	-	-
	WBL/T/R	38.6	E	0.30	1.2	27.6	D	0.61	3.9
CR 235A & Peggy Road (CR 2054)	Eastbound	12.6	B	-	-	18.1	D	-	-
	EBL/T	12.6	B	0.05	0.2	23.3	C	0.39	1.8
	EBR	12.6	B	0.18	0.6	13.9	C	0.28	1.1
	Westbound	11.6	B	-	-	17.5	C	-	-
	WBL/T/R	11.6	B	0.10	0.3	17.5	C	0.34	1.5

Note: Evaluation metrics reported for stop controlled approaches only.

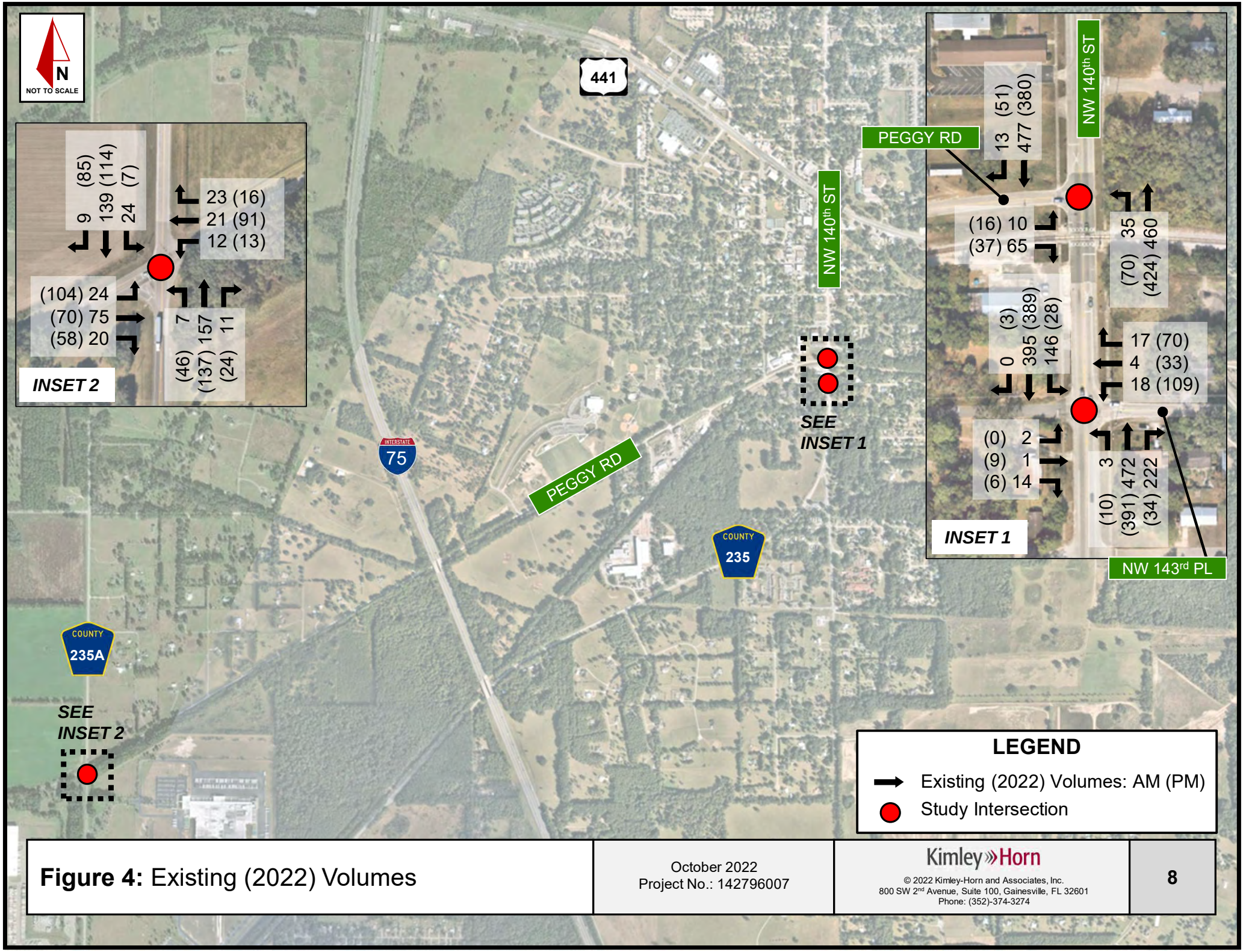

Figure 4: Existing (2022) Volumes

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FUTURE CONDITIONS INTERSECTION ANALYSES

The study area intersections were analyzed to determine AM and PM peak hour operating conditions under future background (2025) and future buildout (2025) traffic conditions using the *Synchro 11* software package.

Determination of Future Traffic Volumes

Future background (2025) traffic volumes were calculated as the sum of existing (2022) peak season traffic and background traffic growth. Historical growth rates were calculated based on historical Annual Average Daily Traffic (AADT) volumes from a nearby FDOT count station on NW 140th Street. An annual growth rate of 1.5% was utilized to forecast future traffic volumes. Growth rate calculations, including the supporting historical traffic data, are included in the approved methodology provided in **Appendix B**. Future background (2025) traffic volumes during the AM peak hour and PM peak hour are illustrated in **Figure 5**.

Project traffic volumes (see **Figure 3**) were added to the future background (2025) traffic volumes to determine the future buildout traffic volumes at each intersection. Future buildout traffic volumes during the AM peak hour and PM peak hour are illustrated in **Figure 6**.

Intersection volume development worksheets detailing the future background (non-project) and future buildout traffic volume development for each intersection are provided in **Appendix E**.

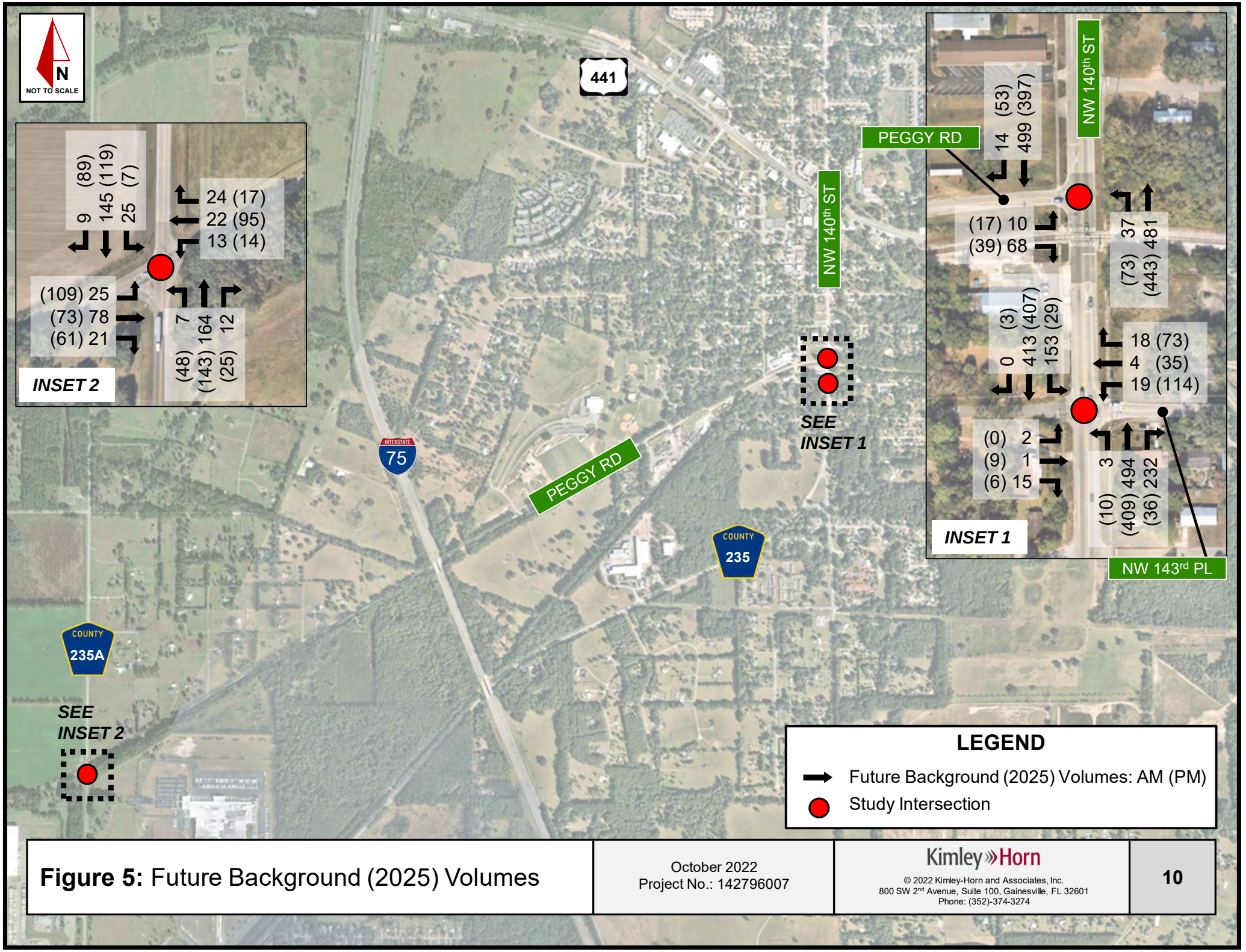

Figure 5: Future Background (2025) Volumes

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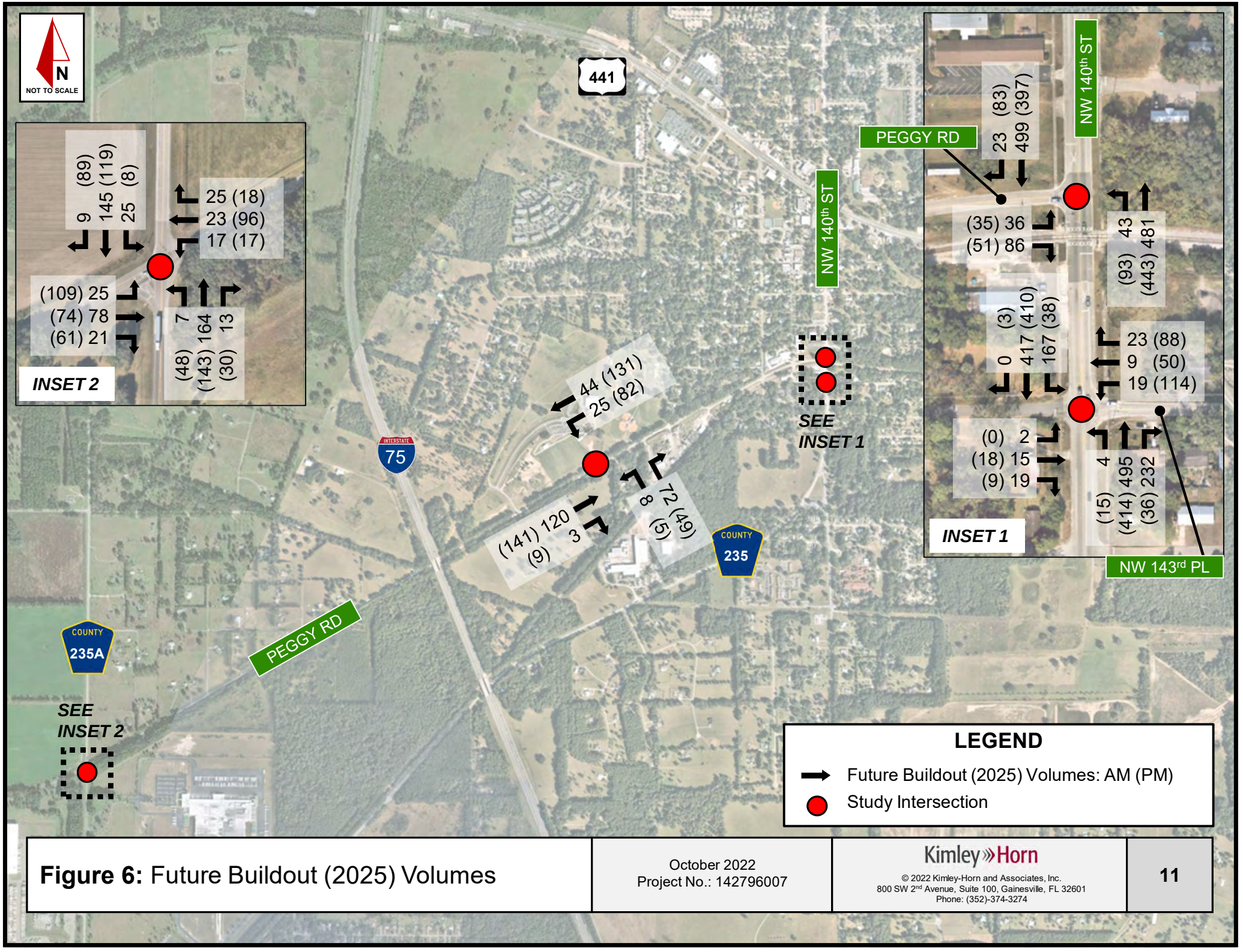

Figure 6: Future Buildout (2025) Volumes

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Future Background Traffic Evaluation

Future background (2025) intersection operating conditions were evaluated during the AM peak hour and PM peak hour. Intersection operating conditions were evaluated using *Synchro 11* based on the future background (2025) turning movement volumes in **Figure 5**.

Table 3 provides a summary of the AM and PM peak hour operations under future background (2025) conditions at the study area intersections.

All approaches and movements at the study intersections are expected to operate with LOS E or better and v/c ratios less than 1.00 under future background (2025) AM peak hour and PM peak hour conditions. *Synchro* outputs are provided in **Appendix D**.

Table 3: Future Background (2025), Intersection Analysis Summary

		AM Peak Hour				PM Peak Hour			
		Delay (sec/veh)	LOS	V/C	95th percentile queue (veh)	Delay (sec/veh)	LOS	V/C	95th percentile queue (veh)
NW 140th Street & Peggy Road (CR 2054)	Eastbound	15.9	C	-	-	15.7	C	-	-
	EBL/R	15.9	C	0.21	0.8	15.7	C	0.15	0.5
NW 140th Street & NW 143rd Pl	Eastbound	16.6	C	-	-	12.4	B	-	-
	EBL/T/R	16.6	C	0.06	0.2	12.4	B	0.03	0.1
	Westbound	46.2	E	-	-	32.2	D	-	-
	WBL/T/R	46.2	E	0.35	1.4	32.2	D	0.67	4.6
CR 235A & Peggy Road (CR 2054)	Eastbound	12.9	B	-	-	19.6	D	-	-
	EBL/T	12.8	B	0.06	0.2	26.0	D	0.44	2.1
	EBR	12.9	B	0.19	0.6	14.4	B	0.30	1.2
	Westbound	11.9	B	-	-	18.5	C	-	-
	WBL/T/R	11.9	B	0.11	0.4	18.5	C	0.37	1.7

Note: Evaluation metrics reported for stop controlled approaches only.

Future Buildout Traffic Evaluation

Future buildout (2025) traffic volumes were calculated as the future background (non-project) traffic volumes plus the anticipated project traffic volumes at the study area intersections. Intersection operating conditions were evaluated using *Synchro 11* based on the future buildout (2025) turning movement volumes in **Figure 6**.

Table 4 provides a summary of the AM and PM peak hour operation under future buildout (2025) conditions at the study area intersections.

The westbound approach at the intersection of NW 140th Street and NW 143rd Place is expected to operate with LOS F under future buildout (2025) AM peak hour conditions with a v/c ratio less than 1.00. This condition is common at stop-controlled approaches during peak traffic conditions.

All other approaches and movements at the study area intersections are expected to operate with LOS E or better and v/c ratios less than 1.00 under future buildout (2025) AM peak hour and PM peak hour conditions. *Synchro* outputs are provided in **Appendix D**.

Table 4: Future Buildout (2025), Intersection Analysis Summary

		AM Peak Hour				PM Peak Hour			
		Delay (sec/veh)	LOS	V/C	95th percentile queue (veh)	Delay (sec/veh)	LOS	V/C	95th percentile queue (veh)
NW 140th Street & Peggy Road (CR 2054)	Eastbound	23.6	C	-	-	20.3	C	-	-
	EBL/R	23.6	C	0.42	2.0	20.3	C	0.28	1.1
NW 140th Street & NW 143rd Pl	Eastbound	28.8	D	-	-	13.4	B	-	-
	EBL/T/R	28.8	D	0.22	0.8	13.4	B	0.07	0.2
	Westbound	67.0	F	-	-	45.6	E	-	-
	WBL/T/R	67.0	F	0.52	2.4	45.6	E	0.80	6.7
CR 235A & Peggy Road (CR 2054)	Eastbound	12.9	B	-	-	20.0	D	-	-
	EBL/T	12.9	B	0.06	0.2	26.6	D	0.45	2.2
	EBR	12.9	B	0.19	0.7	14.6	B	0.31	1.3
	Westbound	12.1	B	-	-	18.8	C	-	-
	WBL/T/R	12.1	B	0.12	0.4	18.8	C	0.38	1.7

Note: Evaluation metrics reported for stop controlled approaches only.

SITE ACCESS EVALUATION

Access to the development is proposed via one (1) full-access connection to Peggy Road (CR 2054). The assignment of new project traffic to the project driveway is illustrated in **Figure 3**. The anticipated future buildout (2025) AM and PM peak hour volumes at the project driveway are illustrated in **Figure 6**.

The need for ingress right-turn lanes and left-turn lanes were evaluated in accordance with the Alachua County Land Development Code utilizing thresholds defined in the National Highway Cooperative Research Program (NCHRP) Report 457. Based on the anticipated future buildout (2025) turning volumes into the proposed development and observed 85th-percentile vehicular speeds, no ingress turn lanes are recommended on Peggy Road (CR 2054). **Table 5** summarizes the NCHRP 457 turn lane analysis conduced under future buildout (2025) conditions. NCHRP Report 457 worksheets for the AM and PM peak hour buildout conditions are provided in **Appendix F**.

Table 5: Future Buildout (2025) Turn-Lane Analysis Summary

Driveway	Turn Lane	AM Peak Hour		PM Peak Hour	
		Warrant Met?	95th percentile queue	Warrant Met?	95th percentile queue
Peggy Road (CR 2054) & Project Driveway	Westbound Left-Turn	No	< 1 veh	No	< 1 veh
	Eastbound Right-Turn	No	N/A	No	N/A

An additional analysis for ingress turn lanes based on anticipated Year 2045 turning volumes was evaluated utilizing the thresholds defined in NCHRP Report 457. Year 2045 turning volumes were calculated by applying an annual growth rate of 1.5% to future background (2025) turning volumes over a 20-year period. As shown in **Table 6**, no ingress turn lanes are recommended on Peggy Road (CR 2054). NCHRP Report 457 worksheets for the AM and PM peak hour Year 2045 conditions are provided in **Appendix F**.

Table 6: Year 2045 Turn-Lane Analysis Summary

Driveway	Turn Lane	AM Peak Hour		PM Peak Hour	
		Warrant Met?	95th percentile queue	Warrant Met?	95th percentile queue
Peggy Road (CR 2054) & Project Driveway	Westbound Left-Turn	No	< 1 veh	No	< 1 veh
	Eastbound Right-Turn	No	N/A	No	N/A

LOS and delay on the stop-controlled egress approach from the project site were also evaluated in *Synchro 11* for the future buildout (2025) conditions. **Table 7** summarizes the results of the analysis. All egress movements from the project site are expected to operate with LOS A.

Table 7: Driveway Operational Analysis Summary

		AM Peak Hour				PM Peak Hour			
		Delay (sec/veh)	LOS	V/C	95th percentile queue (veh)	Delay (sec/veh)	LOS	V/C	95th percentile queue (veh)
Peggy Road (CR 2054) & Full-Access Driveway	Northbound Left/ Right	9.8	A	0.12	0.4	9.7	A	0.07	0.2

Note: Evaluation metrics reported for stop controlled approaches only.

SUMMARY

This traffic study has been prepared to support the development review for the Peggy Road Residential development proposed on the south side of Peggy Road (CR 2054), bounded to the west by I-75. The analysis evaluated intersection capacity within the study area under existing, future background (non-project), and future buildout traffic conditions with an anticipated 2025 buildout year.

The proposed development is anticipated to generate approximately 1,466 daily trips, 108 AM peak hour trips, and 145 PM peak hour trips. Trip generation estimates were distributed to the surrounding roadway network in accordance with the GUATS travel demand model.

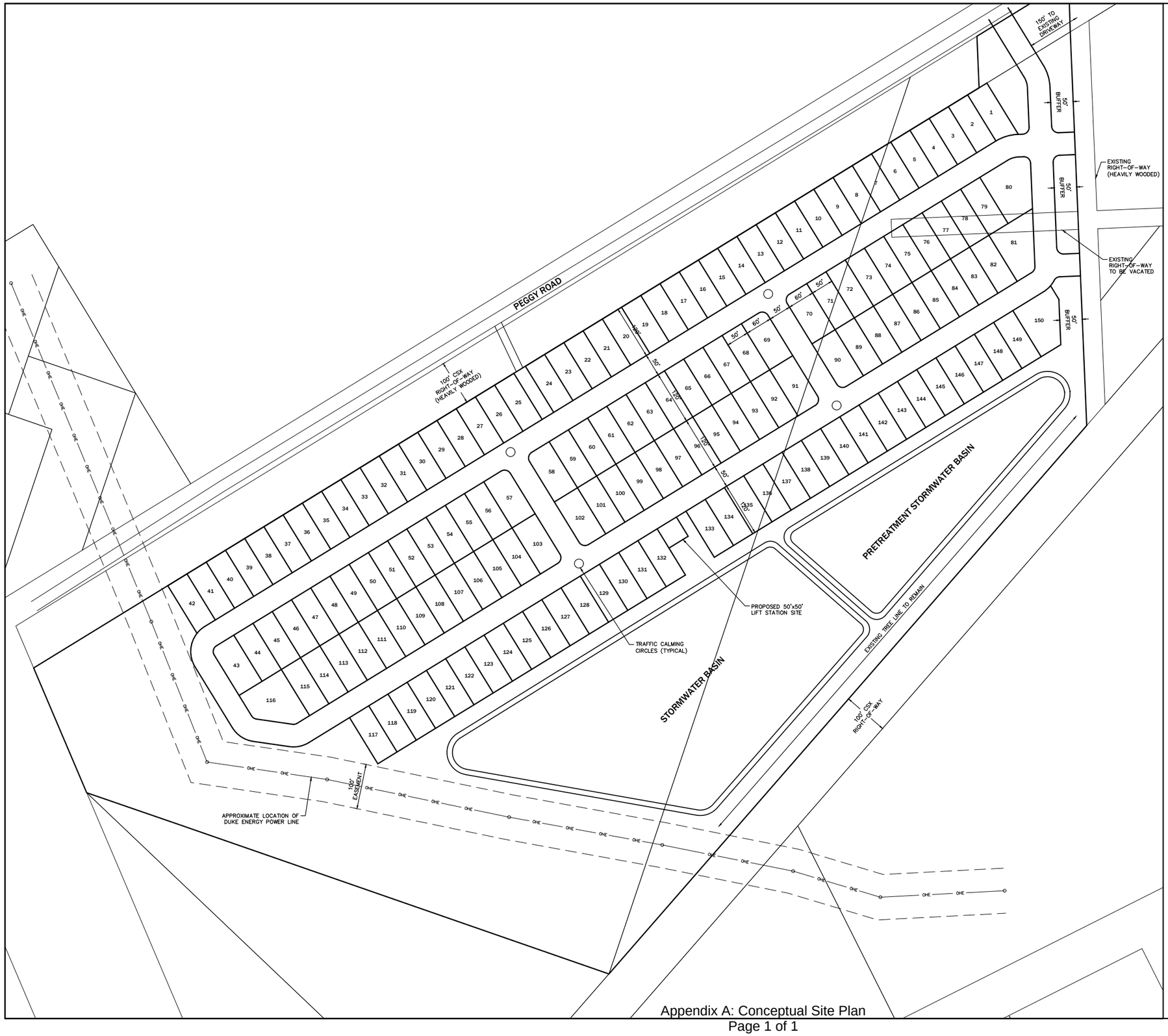
The intersection operational analyses indicated that under future buildout (2025) conditions, the stop-controlled westbound approach at the intersection of NW 140th Street and NW 143rd Place is expected to operate with LOS F with a v/c ratio of 0.52. This condition is common at stop-controlled approaches during peak traffic conditions.

The intersection operational analyses indicated that under existing (2022), future background (2025), and future buildout (2025) traffic conditions, all other approaches and movements at the study area intersections are expected to operate with LOS E or better and v/c ratios less than 1.00 during the AM and PM peak hours.

A site access analysis was conducted at the proposed driveway connection to Peggy Road (CR 2054) based on the forecasted future buildout (2025) and Year 2045 traffic volumes into and out of the proposed residential development and observed 85th percentile speeds. Based on the Alachua County Land Development Regulations and NCHRP Report 457, ingress turn lanes are not warranted at the proposed project driveway on Peggy Road (CR 2054).

APPENDICES

APPENDIX A: Conceptual Site Plan



DEVELOPMENT DATA

1.	JURISDICTION:	CITY OF ALACHUA
2.	PARCEL #'s:	03865-000-000 03924-000-000 03917-200-002
3.	PROPOSED PD ZONING WITH MODERATE DENSITY RESIDENTIAL LAND USE	
4.	APPROXIMATE PROJECT AREA:	52 ACRES
5.	STORMWATER AREA:	9.75 ACRES (19%)
6.	UNIT PROGRAM: NUMBER OF UNITS:	50' X 120' LOTS 150 UNITS

eda consultants inc.
EB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL. (352) 373-3541
www.edafl.com mail@edafl.com

NORTH

SCALE: 1" = 100'

0 50 100 200

GRAPHIC SCALE

No.	Date	Comment

Professional Engineer of Record:

Engineer Certificate No.

Project No: 22-011

Project phase: CONCEPTUAL

Project title: PEGGY ROAD - GARDEN STREET COMMUNITIES CITY OF ALACHUA, FLORIDA

Sheet title: CONCEPT PLAN V1

Designed: ---
Drawn: TAR
Checked: CSV/CBS
Date: 02/22/22

Sheet No.: C800

\\server3\engprojects\Peggy Road Alachua - Garden Street Communities - Gerald Cyr - 2022-0011\Plans\Current DWG\Concept Plan\A22011L1.dwg, CONCEPT V2, 2/22/2022 4:15:24 PM, TAR_ DWG To PDF.pc3

APPENDIX B: Methodology Correspondence

From: Lalit Lalwani <llalwani@alachuacounty.us>
Sent: Monday, October 10, 2022 10:07
To: Spahr, Vincent, Thomas Strom, Chris Dawson
Cc: Sergio Reyes, John Fifer, Lubbers, Tia, David Tooke, Justin Tabor
Subject: RE: Peggy Road Residential - TIA Methodology

Vincent,
Here's PW comments on the methodology:

1. Please ensure traffic data will be collected when UF, Santa Fe, and Alachua County Public Schools are in session.
2. For the left turn lane analysis, please ensure that the traffic volumes are projected 20 years after build out per Sec 407.136 (b)(3).
3. Include the analysis of the intersection at CR 2054 and CR 235 (NW 140th Street).

Lalit

Lalit Lalwani
Civil Engineer III
Public Works\Hague Development Review
5620 NW 120th Lane • Gainesville • FL • 32653
352-374-5245 (office)

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All e-mails to and from County Officials and County Staff are kept as public records. Your e-mail communications, including your e-mail address, may be disclosed to the public and media at any time.

From: Spahr, Vincent <Vincent.Spahr@kimley-horn.com>
Sent: Thursday, September 22, 2022 5:19 PM
To: Lalit Lalwani <llalwani@alachuacounty.us>; Thomas Strom <tstrom@alachuacounty.us>; Chris Dawson <cdawson@alachuacounty.us>
Cc: Sergio Reyes <sreyes@edafl.com>; John Fifer <jfifer@gardenstreetcommunities.com>; Lubbers, Tia <Tia.Lubbers@kimley-horn.com>
Subject: Peggy Road Residential - TIA Methodology

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Lalit, Tom, and Chris,

Please find attached our proposed TIA methodology for a 150-unit residential development in Alachua, off Peggy Road (CR 2054). The methodology was prepared consistent with the pre-application discussion held with the County, Kimley-Horn, and EDA on August 22.

Let us know if you have any questions.

Thank you,
Vinny

Vincent Spahr, P.E.
Kimley-Horn | 800 SW 2nd Avenue, Suite 100, Gainesville, FL 32601
Direct: 352 415 1926 | Mobile: 614 371 6490
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

Celebrating 15 years as one of FORTUNE's 100 Best Companies to Work For

From: Justin Tabor <jtabor@cityofalachua.org>
Sent: Monday, September 26, 2022 14:26
To: Spahr, Vincent
Cc: Kathy Winburn, Adam Hall, Sergio Reyes, John Fifer, Lubbers, Tia
Subject: Re: Peggy Road Residential - TIA Methodology

You don't often get email from jtabor@cityofalachua.org. Learn why this is important

Vincent,

City Staff has reviewed the proposed methodology and we offer the following comment:

- Based on the project location and the trip distribution as proposed in Exhibit B of the methodology letter, traffic counts should also be collected at:
  - SR 235/241 and Peggy Road; and,
  - SR 235/241 and Rachael Blvd.

Please feel free to contact me if you have any questions.

Sincerely,

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9
Alachua, Florida 32616
386.418.6100 x 1602 | fax: 386.418.6130
jtabor@cityofalachua.com

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

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From: "Vincent Spahr" <Vincent.Spahr@kimley-horn.com>
To: "Justin Tabor" <jtabor@cityofalachua.org>
Cc: "Sergio Reyes" <sreyes@edafl.com>, "John Fifer" <jfifer@gardenstreetcommunities.com>, "Lubbers, Tia" <Tia.Lubbers@kimley-horn.com>
Sent: Thursday, September 22, 2022 5:18:37 PM
Subject: Peggy Road Residential - TIA Methodology

Justin,

Please find attached our proposed TIA methodology for a 150-unit residential development in Alachua, off Peggy Road (CR 2054).

Let us know if you have any questions.

Thank you,
Vinny

Vincent Spahr, P.E.

Kimley-Horn | 800 SW 2nd Avenue, Suite 100, Gainesville, FL 32601
Direct: 352 415 1926 | Mobile: 614 371 6490
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

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

Kimley»Horn

Memorandum

To: Justin Tabor, AICP
Principal Planner, City of Alachua

From: Vincent Spahr, P.E.
Kimley-Horn

Date: September 21, 2022

Subject: Peggy Road Residential
Traffic Analysis Methodology

The purpose of this memorandum is to summarize the proposed traffic analysis methodology for the Peggy Road Residential development. The proposed development (parcel IDs 03865-000-000, 03924-000-000, and 3917-200-002) is located on the south side of Peggy Road (CR 2054) in the City of Alachua, Florida. Currently, there is one single family home on the site proposed for development.

The proposed development is anticipated to include up to 150 single family homes by buildout year 2025. Access to the site is proposed via one full-access connection to Peggy Road (CR 2054). A conceptual site plan is provided as **Attachment A**. The project location is illustrated in **Figure 1**.

Figure 1: Project Location and Study Area

Kimley»Horn

DATA COLLECTION

Turning movement counts will be collected during the AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM) peak periods on a typical weekday (Tuesday, Wednesday, or Thursday) at the following intersection:

- CR 235A and Peggy Road (CR 2054)

Additionally, 24-hour volume and speed count will be collected on a typical weekday (Tuesday, Wednesday, or Thursday) along Peggy Road (CR 2054) approximately aligned with the proposed access connection. All traffic counts will be adjusted to peak season conditions using the appropriate Florida Department of Transportation (FDOT) peak season conversion factors. The counts will be collected in 15-minute intervals and will include pedestrian, bicyclist, and heavy vehicle counts.

TRIP GENERATION

The trip generation potential of the proposed development has been calculated using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. ITE Land Use Code (LUC) 210 (Single-Family Detached Housing) was used for the proposed development. Based on the proposed development plan, the project is anticipated to generate approximately 1,466 daily trips, 108 AM peak hour trips, and 145 PM peak hour trips. **Table 1** summarizes the trip generation potential of the site.

Table 1: Trip Generation Summary

Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
			Total	In	Out	Total	In	Out
Proposed Development								
Single-Family Detached Housing	150 DU	1,466	108	28	80	145	91	54

Trip Generation was calculated using the data from ITE's Trip Generation Manual, 11th Edition.

Single-Family Detached Housing [ITE 210]

Daily	Ln(T) = 0.92*Ln(X) + 2.68; (X is number of dwelling units)
AM Peak Hour of Adjacent Street	Ln(T) = 0.91*Ln(X) + 0.12; (X is number of dwelling units); (26% in / 74% out)
PM Peak Hour of Adjacent Street	Ln(T) = 0.94*Ln(X) + 0.27; (X is number of dwelling units); (63% in / 37% out)

TRIP DISTRIBUTION

The proposed project trip distribution has been developed based on a select-zone analysis conducted in the Gainesville Urbanized Area Transportation Study (GUATS) model, which is built on the Florida Standard Urban Transportation Model Structure (FSUTMS) and published by the Gainesville Metropolitan Transportation Planning Organization (MTPO). The GUATS model plot is provided in **Attachment B**.

BACKGROUND TRAFFIC

Historical growth rates were calculated based on historical Annual Average Daily Traffic (AADT) volumes from a nearby Florida Department of Transportation count station on NW 140th Street. The ten-year historical traffic growth rate at the count station indicated annual growth of approximately 1.46%. An annual growth rate of 1.50% will be utilized to forecast future traffic volumes for this analysis. Growth rate calculations are provided in **Attachment C**.

Vested trips from approved developments will be added to background traffic using vested traffic information provided by City of Alachua and Alachua County.

Kimley»Horn

CAPACITY ANALYSIS

Capacity analyses will be conducted for the AM and PM peak hours at the study intersection and the proposed driveway connection. Intersection analyses will be performed using *Synchro 11* traffic engineering analysis software which applies the Transportation Research Board's (TRB) *Highway Capacity Manual* (HCM), 6th Edition methodologies. Capacity analyses will be conducted for existing, future background (without project), and future buildout (with project traffic) conditions.

DRIVEWAY TURN LANE ANALYSIS

A turn lane analysis will be conducted to determine if ingress left-turn or right-turn lanes are warranted at the site's driveways. The Alachua County Land Development Code will be referenced to determine the need for ingress deceleration or storage lanes on Peggy Road (CR 2054).

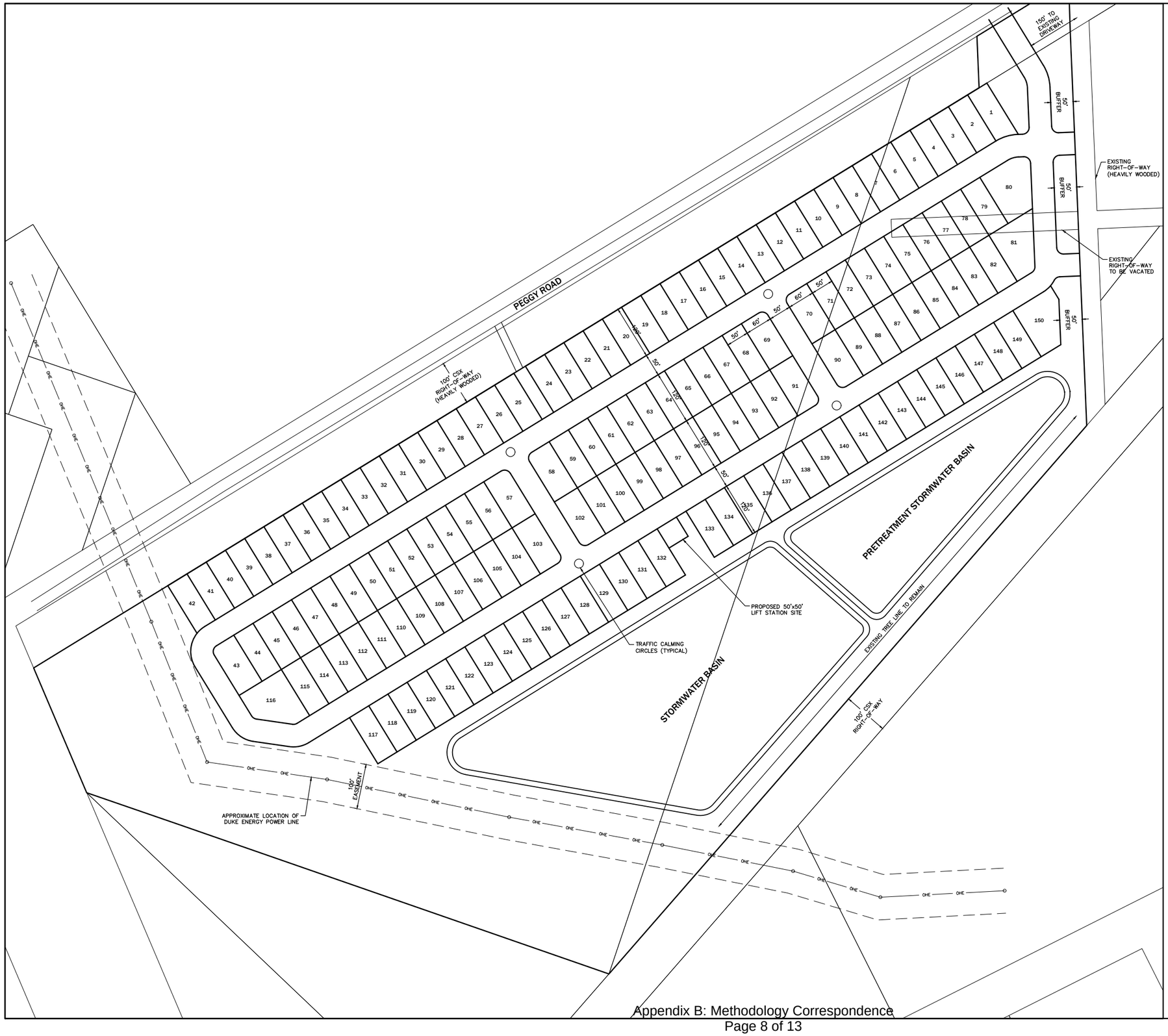
DOCUMENTATION

The results of the traffic analysis will be summarized in a technical letter. The letter will include supporting documents including data collection, volume development worksheets, and software output sheets. The letter will also include text and graphics necessary to summarize the assumptions and analysis.

K:\GVL_TPTO\142796007 - Peggy Road Residential\docs\20220922_Peggy Road Residential Methodology.docx

Attachment A

Conceptual Site Plan



DEVELOPMENT DATA

1.	JURISDICTION:	CITY OF ALACHUA
2.	PARCEL #'s:	03865-000-000 03924-000-000 03917-200-002
3.	PROPOSED PD ZONING WITH MODERATE DENSITY RESIDENTIAL LAND USE	
4.	APPROXIMATE PROJECT AREA:	52 ACRES
5.	STORMWATER AREA:	9.75 ACRES (19%)
6.	UNIT PROGRAM: NUMBER OF UNITS:	50' X 120' LOTS 150 UNITS

eda consultants inc.
EB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL. (352) 373-3541
www.edafl.com mail@edafl.com

NORTH
SCALE: 1" = 100'
0 50 100 200
GRAPHIC SCALE

No.	Date	Comment

Professional Engineer of Record:

Engineer Certificate No.

Project No: 22-011

Project phase: CONCEPTUAL

Project title: PEGGY ROAD - GARDEN STREET COMMUNITIES CITY OF ALACHUA, FLORIDA

Sheet title: CONCEPT PLAN V1

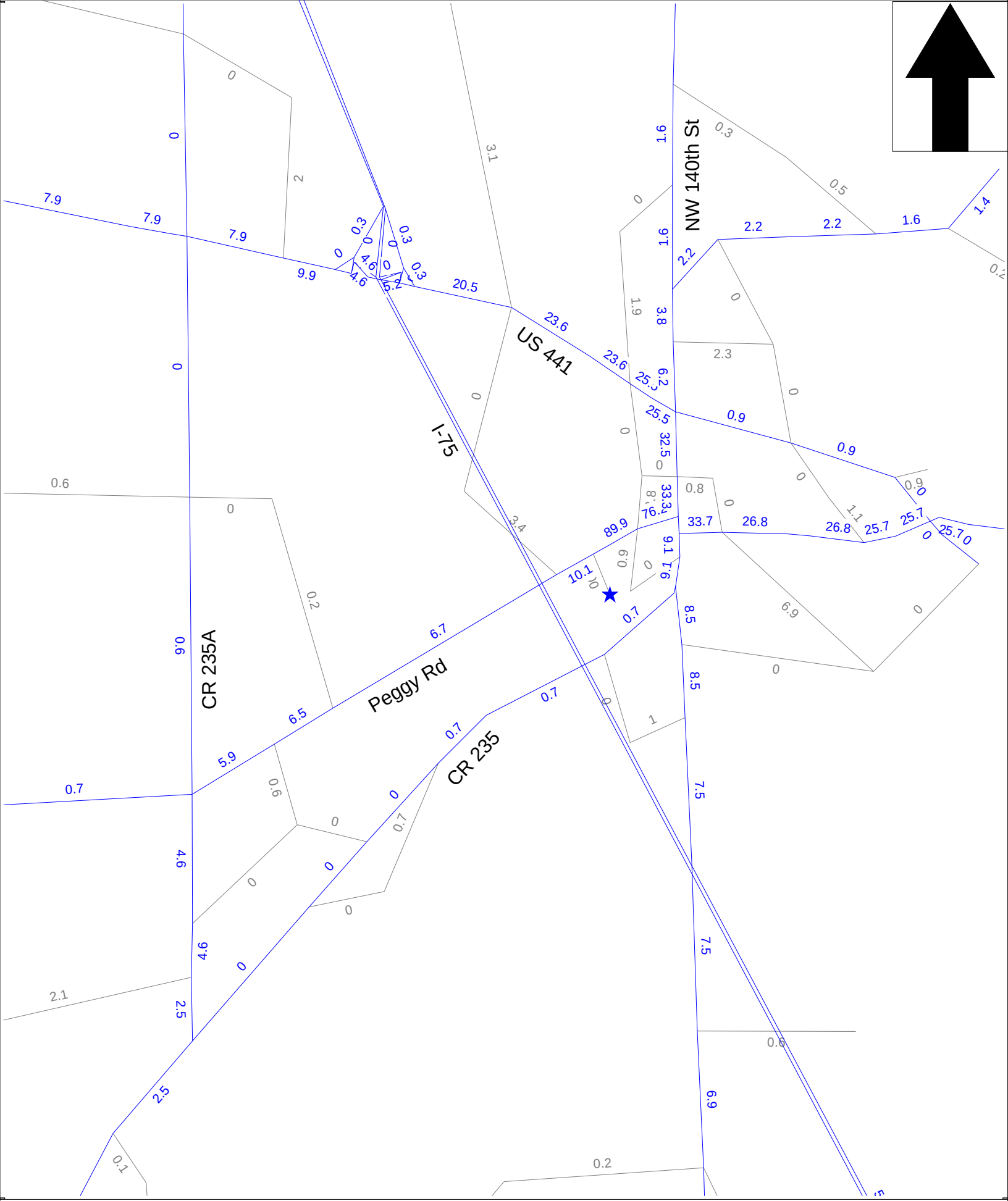
Designed: ---
Drawn: TAR
Checked: CSV/CBS
Date: 02/22/22

Sheet No.: C800

\\server3\engprojects\Peggy Road Alachua - Garden Street Communities - Gerald Cyr - 2022-0011\Plans\Current DWG\Concept Plan\A22011L1.dwg, CONCEPT V2, 2/22/2022 4:15:24 PM, TAR_ DWG To PDF.pc3

Attachment B

Trip Distribution



cube
(Licensed to Kimley Horn & Associates)

Attachment C

Background Growth Calculations

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 26 - ALACHUA

SITE: 5023 - SR 235 350' S. OF SR 20(ALACHUA)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2021	10000 C	N 5000	S 5000	9.50	57.80	13.70
2020	9400 C	N 4700	S 4700	9.50	58.00	14.20
2019	10100 C	N 4800	S 5300	9.50	58.00	13.30
2018	9600 C	N 4600	S 5000	9.50	57.90	11.70
2017	10800 C	N 5400	S 5400	9.50	53.80	12.10
2016	10300 C	N 5000	S 5300	9.50	53.60	11.10
2015	10000 C	N 4900	S 5100	9.50	57.00	9.10
2014	9300 C	N 4600	S 4700	9.50	57.40	9.30
2013	9500 C	N 4700	S 4800	9.50	57.80	8.60
2012	9500 C	N 4700	S 4800	9.50	58.40	9.10
2011	8900 C	N 4400	S 4500	9.50	58.80	8.10
2010	8100 C	N 4100	S 4000	10.13	59.87	9.80
2009	9200 C	N 4600	S 4600	10.04	57.81	7.20
2008	9800 C	N 5000	S 4800	10.17	57.73	12.10
2007	9900 C	N 4900	S 5000	10.22	58.44	9.70
2006	10200 C	N 5100	S 5100	9.98	59.05	13.20

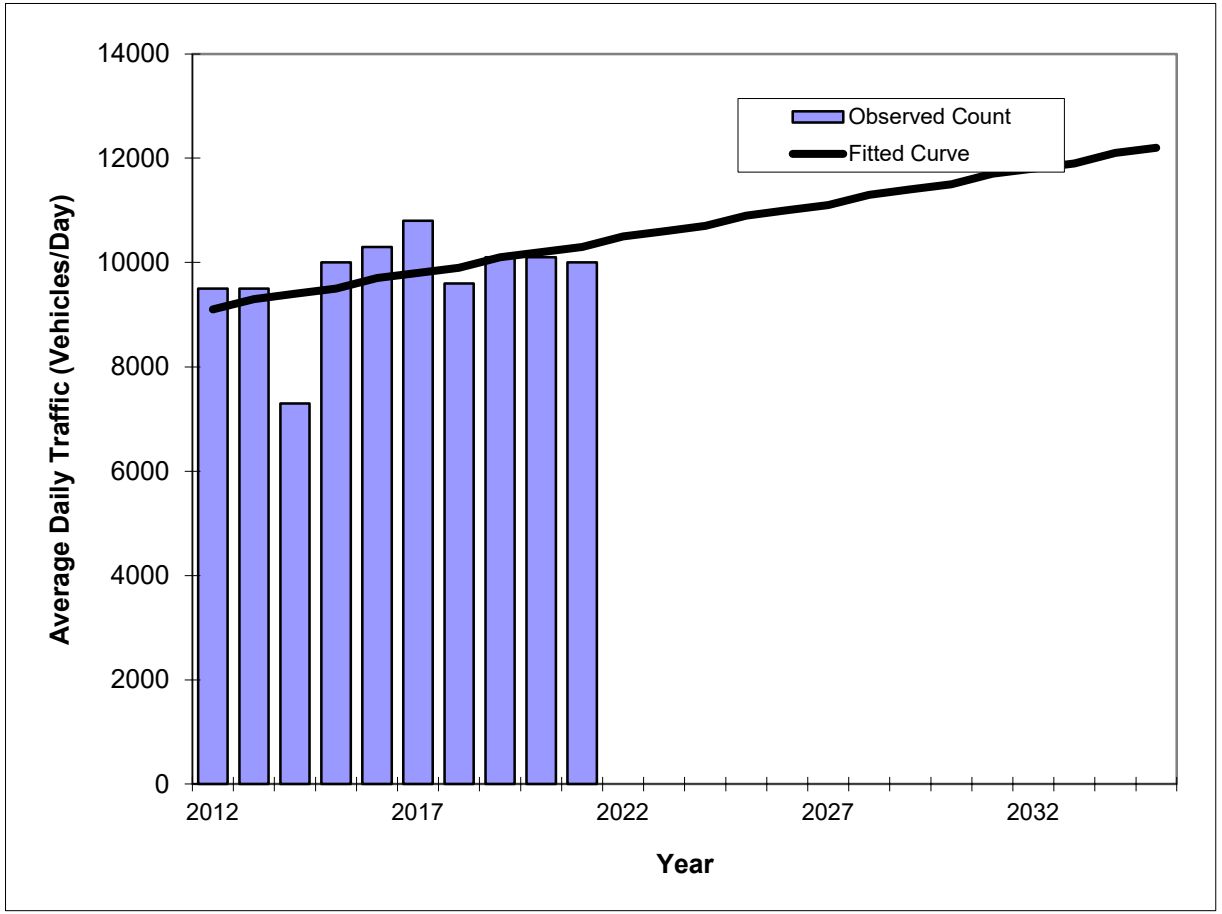
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

SR 235 -- 350' S of SR 20 (ALACHUA)

FIN#	0
Location	1

County:	Alachua (26)
Station #:	5023
Highway:	SR 235



Year	Traffic (ADT/AADT) Count*	Trend**
2012	9500	9100
2013	9500	9300
2014	7300	9400
2015	10000	9500
2016	10300	9700
2017	10800	9800
2018	9600	9900
2019	10100	10100
2020	10100	10200
2021	10000	10300
2022 Opening Year Trend		
2022	N/A	10500
2023 Mid-Year Trend		
2023	N/A	10600
2025 Design Year Trend		
2025	N/A	10900
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

** Annual Trend Increase:	133
Trend R-squared:	18.53%
Trend Annual Historic Growth Rate:	1.47%
Trend Growth Rate (2021 to Design Year):	1.46%
Printed:	21-Sep-22

Straight Line Growth Option

APPENDIX C: Traffic Data

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL

CATEGORY: 2600 ALACHUA COUNTYWIDE

MOCF: 0.98

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	1.02	1.04
2	01/03/2021 - 01/09/2021	1.05	1.07
3	01/10/2021 - 01/16/2021	1.07	1.09
4	01/17/2021 - 01/23/2021	1.06	1.08
5	01/24/2021 - 01/30/2021	1.05	1.07
6	01/31/2021 - 02/06/2021	1.04	1.06
7	02/07/2021 - 02/13/2021	1.03	1.05
8	02/14/2021 - 02/20/2021	1.02	1.04
9	02/21/2021 - 02/27/2021	1.01	1.03
10	02/28/2021 - 03/06/2021	1.00	1.02
*11	03/07/2021 - 03/13/2021	0.98	1.00
*12	03/14/2021 - 03/20/2021	0.97	0.99
*13	03/21/2021 - 03/27/2021	0.97	0.99
*14	03/28/2021 - 04/03/2021	0.97	0.99
*15	04/04/2021 - 04/10/2021	0.97	0.99
*16	04/11/2021 - 04/17/2021	0.97	0.99
*17	04/18/2021 - 04/24/2021	0.97	0.99
*18	04/25/2021 - 05/01/2021	0.97	0.99
*19	05/02/2021 - 05/08/2021	0.98	1.00
*20	05/09/2021 - 05/15/2021	0.98	1.00
*21	05/16/2021 - 05/22/2021	0.99	1.01
*22	05/23/2021 - 05/29/2021	0.99	1.01
*23	05/30/2021 - 06/05/2021	0.99	1.01
24	06/06/2021 - 06/12/2021	0.99	1.01
25	06/13/2021 - 06/19/2021	1.00	1.02
26	06/20/2021 - 06/26/2021	1.01	1.03
27	06/27/2021 - 07/03/2021	1.02	1.04
28	07/04/2021 - 07/10/2021	1.04	1.06
29	07/11/2021 - 07/17/2021	1.05	1.07
30	07/18/2021 - 07/24/2021	1.05	1.07
31	07/25/2021 - 07/31/2021	1.04	1.06
32	08/01/2021 - 08/07/2021	1.03	1.05
33	08/08/2021 - 08/14/2021	1.03	1.05
34	08/15/2021 - 08/21/2021	1.02	1.04
35	08/22/2021 - 08/28/2021	1.01	1.03
36	08/29/2021 - 09/04/2021	1.00	1.02
37	09/05/2021 - 09/11/2021	1.00	1.02
38	09/12/2021 - 09/18/2021	0.99	1.01
39	09/19/2021 - 09/25/2021	0.98	1.00
40	09/26/2021 - 10/02/2021	0.98	1.00
41	10/03/2021 - 10/09/2021	0.97	0.99
42	10/10/2021 - 10/16/2021	0.96	0.98
43	10/17/2021 - 10/23/2021	0.97	0.99
44	10/24/2021 - 10/30/2021	0.97	0.99
45	10/31/2021 - 11/06/2021	0.98	1.00
46	11/07/2021 - 11/13/2021	0.99	1.01
47	11/14/2021 - 11/20/2021	0.99	1.01
48	11/21/2021 - 11/27/2021	1.00	1.02
49	11/28/2021 - 12/04/2021	1.01	1.03
50	12/05/2021 - 12/11/2021	1.01	1.03
51	12/12/2021 - 12/18/2021	1.02	1.04
52	12/19/2021 - 12/25/2021	1.05	1.07
53	12/26/2021 - 12/31/2021	1.07	1.09

* PEAK SEASON

08-MAR-2022 12:36:24 830UPD 2_2600_PKSEASON.TXT

ALL TRAFFIC DATA SERVICES

alltrafficdata.net

Site Code: 1
Station ID: 1
PEGGY ROAD (CR 2054) WEST OF
NW 146th TERRACE

EB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
09/27/22	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
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00:30	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
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	0	0	0	0	1	0	0	1	1	0	0	0	0	0	3
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02:45	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
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03:45	0	0	0	0	0	1	1	1	1	0	0	0	0	0	4
	0	0	0	0	0	2	1	1	1	0	0	0	0	0	5
04:00	0	0	0	0	9	10	2	0	0	0	0	0	0	0	21
04:15	0	0	0	1	0	4	1	0	0	0	0	0	0	0	6
04:30	0	0	0	0	1	2	0	1	0	0	0	0	0	0	4
04:45	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
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05:45	0	0	0	1	2	8	1	0	0	0	0	0	0	0	12
	0	0	0	2	6	14	7	0	0	0	0	0	0	0	29
06:00	0	0	0	3	3	3	4	1	0	0	0	0	0	0	14
06:15	0	0	0	1	3	5	4	0	0	0	0	0	0	0	13
06:30	0	0	0	0	6	5	3	0	0	0	0	0	0	0	14
06:45	0	0	0	1	2	3	4	1	0	0	0	0	0	0	11
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07:15	0	0	0	2	9	15	1	1	0	0	0	0	0	0	28
07:30	0	0	0	2	10	17	8	2	0	0	0	0	0	0	39
07:45	0	0	0	1	9	12	7	1	0	0	0	0	0	0	30
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08:45	0	0	0	1	5	2	0	1	0	0	0	0	0	0	9
	2	0	1	3	22	20	6	2	0	0	0	0	0	0	56
09:00	1	1	0	1	9	2	0	0	0	0	0	0	0	0	14
09:15	0	0	0	2	5	1	2	0	0	0	0	0	0	0	10
09:30	0	0	0	0	7	8	1	0	0	0	0	0	0	0	16
09:45	0	0	0	1	4	10	1	1	0	0	0	0	0	0	17
	1	1	0	4	25	21	4	1	0	0	0	0	0	0	57
10:00	0	0	0	0	2	3	3	1	0	0	0	0	0	0	9
10:15	1	0	0	3	5	2	1	0	1	0	0	0	0	0	13
10:30	0	0	0	1	3	0	3	0	0	0	0	0	0	0	7
10:45	0	0	0	0	6	4	1	1	0	0	0	0	0	0	12
	1	0	0	4	16	9	8	2	1	0	0	0	0	0	41
11:00	1	0	0	2	5	2	0	0	0	0	0	0	0	0	10
11:15	0	0	0	2	2	3	2	0	0	0	0	0	0	0	9
11:30	0	0	0	2	4	4	1	1	0	0	0	0	0	0	12
11:45	1	0	0	1	3	4	3	0	0	0	0	0	0	0	12
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Total	6	1	1	33	139	166	71	18	3	0	0	0	0	0	438

ALL TRAFFIC DATA SERVICES

alltrafficdata.net

Site Code: 1
Station ID: 1
PEGGY ROAD (CR 2054) WEST OF
NW 146th TERRACE

EB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	1	0	0	2	3	3	2	2	0	0	0	0	0	0	13
12:15	1	0	0	1	8	6	3	1	0	0	0	0	0	0	20
12:30	3	0	0	0	3	4	2	1	0	0	0	0	0	0	13
12:45	1	0	0	0	3	5	3	1	0	0	0	0	0	0	13
	6	0	0	3	17	18	10	5	0	0	0	0	0	0	59
13:00	1	0	0	0	7	3	0	0	0	0	0	0	0	0	11
13:15	1	0	1	1	4	3	0	0	0	0	0	0	0	0	10
13:30	1	0	0	0	5	4	1	0	0	0	0	0	0	0	11
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	5	0	1	2	20	11	4	0	0	0	0	0	0	0	43
14:00	1	0	0	0	5	3	1	0	0	0	0	0	0	0	10
14:15	3	0	0	1	4	3	4	0	0	0	0	0	0	0	15
14:30	1	0	0	1	1	6	1	1	0	0	0	0	0	0	11
14:45	2	0	0	1	0	3	4	3	0	0	0	0	0	0	13
	7	0	0	3	10	15	10	4	0	0	0	0	0	0	49
15:00	1	0	0	0	2	12	7	1	0	0	0	0	0	0	23
15:15	0	0	0	0	5	6	5	0	0	0	0	0	0	0	16
15:30	2	0	0	0	4	8	5	1	0	0	0	0	0	0	20
15:45	0	0	0	0	4	6	2	0	0	0	0	0	0	0	12
	3	0	0	0	15	32	19	2	0	0	0	0	0	0	71
16:00	0	0	0	0	2	8	5	2	1	0	0	0	0	0	18
16:15	0	0	0	1	5	4	3	1	0	0	0	0	0	0	14
16:30	0	0	0	2	15	18	7	2	0	0	0	0	0	0	44
16:45	1	0	0	5	4	18	10	5	0	0	0	0	0	0	43
	1	0	0	8	26	48	25	10	1	0	0	0	0	0	119
17:00	1	0	0	0	10	6	3	2	0	0	0	0	0	0	22
17:15	0	0	1	6	12	6	1	0	0	0	0	0	0	0	26
17:30	0	0	0	4	9	13	2	0	0	0	0	0	0	0	28
17:45	0	1	5	2	8	7	1	0	0	0	0	0	0	0	24
	1	1	6	12	39	32	7	2	0	0	0	0	0	0	100
18:00	2	0	2	6	11	3	2	1	0	0	0	0	0	0	27
18:15	0	0	1	3	9	1	2	0	0	0	0	0	0	0	16
18:30	0	0	1	3	4	2	0	0	0	0	0	0	0	0	10
18:45	0	0	2	1	3	0	0	0	0	0	0	0	0	0	6
	2	0	6	13	27	6	4	1	0	0	0	0	0	0	59
19:00	0	0	2	1	8	3	0	0	0	0	0	0	0	0	14
19:15	0	0	1	0	2	6	3	1	0	0	0	0	0	0	13
19:30	0	0	1	2	3	1	0	0	0	0	0	0	0	0	7
19:45	0	0	0	3	3	1	0	0	0	0	0	0	0	0	7
	0	0	4	6	16	11	3	1	0	0	0	0	0	0	41
20:00	0	1	0	1	8	4	0	0	0	0	0	0	0	0	14
20:15	0	0	0	1	1	1	1	0	0	0	0	0	0	0	4
20:30	0	0	0	1	1	1	0	0	0	0	0	0	0	0	3
20:45	1	0	0	0	2	3	0	0	0	0	0	0	0	0	6
	1	1	0	3	12	9	1	0	0	0	0	0	0	0	27
21:00	0	0	0	1	1	2	2	2	0	1	0	0	0	0	9
21:15	0	0	0	1	0	0	2	0	0	0	0	0	0	0	3
21:30	0	0	0	0	2	1	0	0	0	0	0	0	0	0	3
21:45	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
	0	0	0	2	3	3	4	4	0	1	0	0	0	0	17
22:00	0	0	0	0	0	2	0	1	0	0	0	0	0	0	3
22:15	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
22:30	0	0	0	0	2	0	1	0	0	0	0	0	0	0	3
22:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	2	2	1	2	0	0	0	0	0	0	7
23:00	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2
23:15	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
23:30	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
23:45	0	0	0	0	2	0	0	1	0	0	0	0	0	0	3
	0	0	0	0	4	2	0	2	0	0	0	0	0	0	8
Total	26	2	17	52	191	189	88	33	1	1	0	0	0	0	600
Grand Total	32	3	18	85	330	355	159	51	4	1	0	0	0	0	1038

	15th Percentile :	30 MPH
	50th Percentile :	35 MPH
	85th Percentile :	41 MPH
	95th Percentile :	45 MPH
Stats	Mean Speed(Average) :	36 MPH
	10 MPH Pace Speed :	31-40 MPH
	Number in Pace :	685
	Percent in Pace :	66.0%

Number of Vehicles > 55 MPH :	1
Percent of Vehicles > 55 MPH :	0.1%

ALL TRAFFIC DATA SERVICES

alltrafficdata.net

Site Code: 1
Station ID: 1
PEGGY ROAD (CR 2054) WEST OF
NW 146th TERRACE

WB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
09/27/22	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
00:15	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
00:30	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
00:45	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
	0	0	0	0	2	2	2	0	0	0	0	0	0	0	6
01:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
01:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
	0	0	0	0	3	0	0	0	0	0	0	0	0	0	3
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
02:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:15	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
03:30	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
03:45	0	0	0	0	1	4	0	0	0	0	0	0	0	0	5
	0	0	0	0	3	6	0	0	0	0	0	0	0	0	9
04:00	0	0	0	1	1	3	0	0	0	0	0	0	0	0	5
04:15	0	0	0	0	2	5	1	0	0	0	0	0	0	0	8
04:30	0	0	0	0	1	3	2	0	0	0	0	0	0	0	6
04:45	0	0	0	0	1	7	4	0	0	1	0	0	0	0	13
	0	0	0	1	5	18	7	0	0	1	0	0	0	0	32
05:00	0	0	0	0	1	1	1	0	0	0	0	0	0	0	3
05:15	0	0	0	1	3	4	3	0	0	0	0	0	0	0	11
05:30	1	0	0	0	5	14	7	1	1	0	0	0	0	0	29
05:45	0	0	0	1	2	12	3	2	1	0	0	0	0	0	21
	1	0	0	2	11	31	14	3	2	0	0	0	0	0	64
06:00	0	0	0	1	2	3	2	2	0	0	0	0	0	0	10
06:15	0	0	0	0	2	0	1	0	0	0	0	0	0	0	3
06:30	0	0	0	0	4	6	2	0	0	0	0	0	0	0	12
06:45	0	0	0	0	6	3	2	0	0	0	0	0	0	0	11
	0	0	0	1	14	12	7	2	0	0	0	0	0	0	36
07:00	0	0	0	1	1	2	2	0	0	0	0	0	0	0	6
07:15	0	1	0	2	6	4	2	0	0	0	0	0	0	0	15
07:30	0	0	0	2	5	6	0	0	0	0	0	0	0	0	13
07:45	0	0	0	2	2	4	0	0	0	0	0	0	0	0	8
	0	1	0	7	14	16	4	0	0	0	0	0	0	0	42
08:00	0	0	0	0	3	2	1	0	0	0	0	0	0	0	6
08:15	0	2	2	0	2	3	1	0	0	0	0	0	0	0	10
08:30	0	0	0	1	1	4	1	1	0	0	0	0	0	0	8
08:45	0	0	1	1	7	0	1	0	0	0	0	0	0	0	10
	0	2	3	2	13	9	4	1	0	0	0	0	0	0	34
09:00	0	2	1	2	1	0	0	0	0	0	0	0	0	0	6
09:15	1	0	0	4	1	1	0	0	0	0	0	0	0	0	7
09:30	0	0	0	2	1	1	0	0	0	0	0	0	0	0	4
09:45	0	0	0	4	10	2	0	1	0	0	0	0	0	0	17
	1	2	1	12	13	4	0	1	0	0	0	0	0	0	34
10:00	2	0	0	3	8	7	1	0	0	0	0	0	0	0	21
10:15	2	0	1	2	5	4	0	0	0	0	0	0	0	0	14
10:30	0	0	1	2	4	1	2	0	0	0	0	0	0	0	10
10:45	0	0	0	1	4	2	2	0	0	0	0	0	0	0	9
	4	0	2	8	21	14	5	0	0	0	0	0	0	0	54
11:00	2	0	1	4	5	0	0	0	0	0	0	0	0	0	12
11:15	0	0	1	8	4	3	1	1	0	0	0	0	0	0	18
11:30	1	0	1	3	4	2	1	0	0	0	0	0	0	0	12
11:45	0	0	0	1	8	7	0	0	0	0	0	0	0	0	16
	3	0	3	16	21	12	2	1	0	0	0	0	0	0	58
Total	9	5	9	49	121	124	45	8	2	1	0	0	0	0	373

ALL TRAFFIC DATA SERVICES

alltrafficdata.net

Site Code: 1
Station ID: 1
PEGGY ROAD (CR 2054) WEST OF
NW 146th TERRACE

WB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	0	0	0	2	6	4	4	0	0	0	0	0	0	0	16
12:15	2	0	1	2	1	8	2	0	0	0	0	0	0	0	16
12:30	1	0	1	3	4	3	0	0	0	0	0	0	0	0	12
12:45	2	1	0	2	4	8	1	0	0	0	0	0	0	0	18
	5	1	2	9	15	23	7	0	0	0	0	0	0	0	62
13:00	4	0	1	1	5	1	1	1	0	0	0	0	0	0	14
13:15	1	0	1	4	4	3	1	0	0	0	0	0	0	0	14
13:30	3	0	0	2	7	5	1	0	0	0	0	0	0	0	18
13:45	1	0	0	1	4	4	0	0	0	0	0	0	0	0	10
	9	0	2	8	20	13	3	1	0	0	0	0	0	0	56
14:00	1	0	0	4	10	0	0	0	0	0	0	0	0	0	15
14:15	0	0	1	1	3	3	1	0	0	0	0	0	0	0	9
14:30	4	0	0	3	5	3	0	0	0	0	0	0	0	0	15
14:45	5	0	0	3	4	10	1	1	0	0	0	0	0	0	24
	10	0	1	11	22	16	2	1	0	0	0	0	0	0	63
15:00	1	0	0	1	3	7	5	0	0	0	0	0	0	0	17
15:15	1	0	0	1	5	2	5	0	0	0	0	0	0	0	14
15:30	3	2	1	0	6	5	2	0	0	0	0	0	0	0	19
15:45	0	0	0	4	5	10	0	0	0	0	0	0	0	0	19
	5	2	1	6	19	24	12	0	0	0	0	0	0	0	69
16:00	0	0	0	4	8	9	2	0	0	0	0	0	0	0	23
16:15	0	0	0	3	15	10	3	0	0	0	0	0	0	0	31
16:30	2	0	0	4	12	5	2	1	1	0	0	0	0	0	27
16:45	1	0	1	0	9	11	1	1	0	0	0	0	0	0	24
	3	0	1	11	44	35	8	2	1	0	0	0	0	0	105
17:00	1	0	0	5	11	21	3	1	0	0	0	0	0	0	42
17:15	0	0	0	1	14	10	7	0	0	0	0	0	0	0	32
17:30	2	0	1	5	6	11	1	1	0	0	0	0	0	0	27
17:45	0	0	1	9	18	10	3	0	0	0	0	0	0	0	41
	3	0	2	20	49	52	14	2	0	0	0	0	0	0	142
18:00	1	0	4	8	7	10	0	0	0	0	0	0	0	0	30
18:15	1	0	1	6	6	4	0	0	0	0	0	0	0	0	18
18:30	0	0	1	6	9	5	2	0	0	0	0	0	0	0	23
18:45	1	0	1	4	5	10	2	0	1	0	0	0	0	0	24
	3	0	7	24	27	29	4	0	1	0	0	0	0	0	95
19:00	0	0	3	3	5	6	0	0	0	0	0	0	0	0	17
19:15	0	0	1	3	7	3	1	0	1	0	0	0	0	0	16
19:30	0	1	0	7	8	5	0	1	0	0	0	0	0	0	22
19:45	0	1	0	7	7	5	1	0	0	0	0	0	0	0	21
	0	2	4	20	27	19	2	1	1	0	0	0	0	0	76
20:00	0	1	1	4	5	5	1	0	0	0	0	0	0	0	17
20:15	0	0	2	8	4	2	0	0	0	0	0	0	0	0	16
20:30	0	0	1	0	4	2	1	0	0	0	0	0	0	0	8
20:45	0	1	0	6	1	4	1	0	0	0	0	0	0	0	13
	0	2	4	18	14	13	3	0	0	0	0	0	0	0	54
21:00	0	0	0	0	0	1	3	0	0	0	0	0	0	0	4
21:15	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
21:30	0	0	0	1	2	2	0	0	0	0	0	0	0	0	5
21:45	0	0	0	2	0	1	1	0	0	0	0	0	0	0	4
	0	0	0	4	2	4	4	0	0	0	0	0	0	0	14
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:15	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
22:30	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
22:45	0	0	0	1	0	2	0	0	0	0	0	0	0	0	3
	0	0	0	1	0	4	0	0	0	0	0	0	0	0	5
23:00	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
23:15	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
23:30	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
23:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	1	0	2	1	1	0	0	0	0	0	0	0	5
Total	38	7	25	132	241	233	60	7	3	0	0	0	0	0	746
Grand Total	47	12	34	181	362	357	105	15	5	1	0	0	0	0	1119

15th Percentile :	27 MPH
50th Percentile :	33 MPH
85th Percentile :	39 MPH
95th Percentile :	43 MPH

Stats

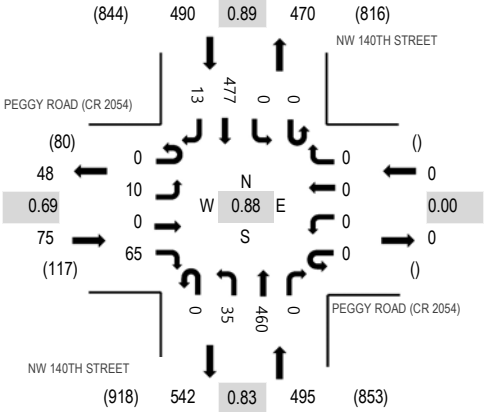
Mean Speed(Average) :	34 MPH
10 MPH Pace Speed :	31-40 MPH
Number in Pace :	719
Percent in Pace :	64.3%

Number of Vehicles > 55 MPH :	1
Percent of Vehicles > 55 MPH :	0.1%

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

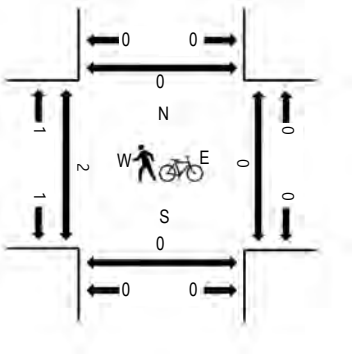
Location: 1 NW 140TH STREET & PEGGY ROAD (CR 2054) AM
Date: Tuesday, September 20, 2022
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	PEGGY ROAD (CR 2054) Eastbound				PEGGY ROAD (CR 2054) Westbound				NW 140TH STREET Northbound				NW 140TH STREET Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	2	0	10	0	0	0	0	0	7	102	0	0	0	81	3	205	1,039	1	0	0	0
7:15 AM	0	0	0	12	0	0	0	0	0	7	125	0	0	0	135	2	281	1,060	2	0	0	0
7:30 AM	0	5	0	19	0	0	0	0	0	9	147	0	0	0	120	1	301	966	0	0	0	0
7:45 AM	0	4	0	23	0	0	0	0	0	11	108	0	0	0	99	7	252	834	0	0	0	0
8:00 AM	0	1	0	11	0	0	0	0	0	8	80	0	0	0	123	3	226	775	0	0	0	0
8:15 AM	0	2	0	4	0	0	0	0	0	7	73	0	0	0	98	3	187		0	0	0	0
8:30 AM	0	1	0	13	0	0	0	0	0	5	64	0	0	0	85	1	169		0	0	0	0
8:45 AM	0	4	0	6	0	0	0	0	0	2	98	0	0	0	79	4	193		0	0	0	0

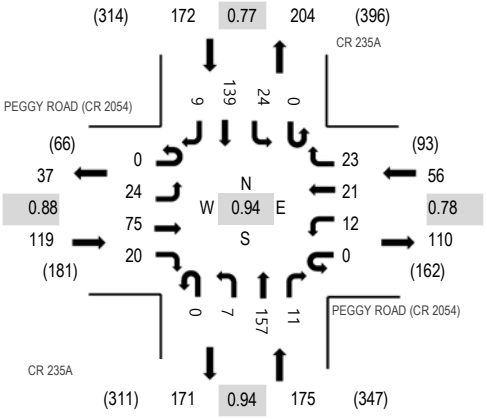
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	1	0	0	0	0	0	0	0	0	23	0	0	0	19	1	44
Lights	0	9	0	63	0	0	0	0	0	35	413	0	0	0	432	10	962
Mediums	0	0	0	2	0	0	0	0	0	0	24	0	0	0	26	2	54
Total	0	10	0	65	0	0	0	0	0	35	460	0	0	0	477	13	1,060

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

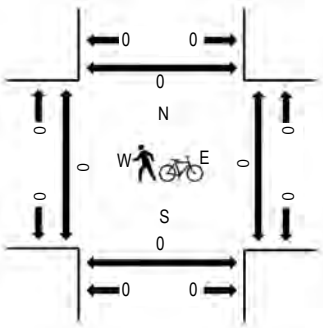
Location: 2 CR 235A & PEGGY ROAD (CR 2054) AM
Date: Tuesday, September 20, 2022
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	PEGGY ROAD (CR 2054) Eastbound				PEGGY ROAD (CR 2054) Westbound				CR 235A Northbound				CR 235A Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	4	12	1	0	1	2	2	0	1	25	1	0	2	23	3	77	478	0	0	0	0
7:15 AM	0	9	22	2	0	4	8	4	0	1	41	1	0	8	29	1	130	522	0	0	0	0
7:30 AM	0	6	20	8	0	1	2	9	0	3	45	4	0	5	29	0	132	506	0	0	0	0
7:45 AM	0	2	19	7	0	4	7	7	0	1	34	2	0	4	48	4	139	480	0	0	0	0
8:00 AM	0	7	14	3	0	3	4	3	0	2	37	4	0	7	33	4	121	457	0	0	0	0
8:15 AM	0	6	9	3	0	9	2	4	0	3	46	1	0	2	27	2	114		0	0	0	0
8:30 AM	0	6	6	1	0	1	1	4	0	2	42	2	0	5	34	2	106		0	0	0	0
8:45 AM	0	4	6	4	0	2	4	5	0	2	44	3	0	3	34	5	116		0	0	0	0

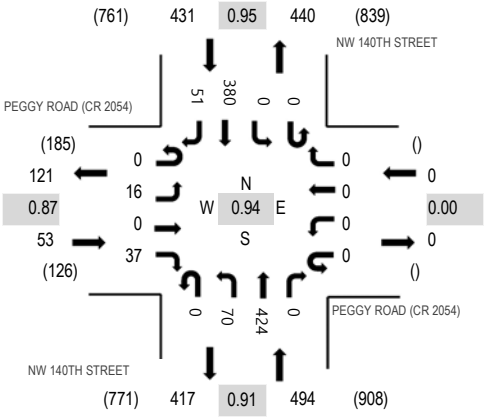
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	1	0	0	0	0	0	0	0	0	31	0	0	0	30	0	62
Lights	0	23	73	20	0	11	21	23	0	7	121	10	0	24	103	8	444
Mediums	0	0	2	0	0	1	0	0	0	0	5	1	0	0	6	1	16
Total	0	24	75	20	0	12	21	23	0	7	157	11	0	24	139	9	522

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

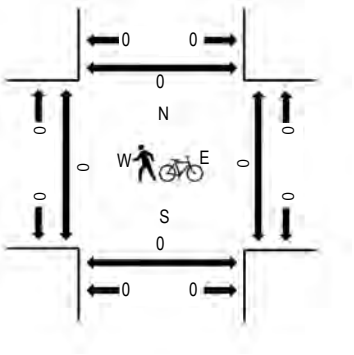
Location: 1 NW 140TH STREET & PEGGY ROAD (CR 2054) PM
Date: Tuesday, September 20, 2022
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:30 PM - 05:45 PM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	PEGGY ROAD (CR 2054) Eastbound				PEGGY ROAD (CR 2054) Westbound				NW 140TH STREET Northbound				NW 140TH STREET Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	5	0	8	0	0	0	0	0	17	113	0	0	0	73	2	218	817	0	0	0	0
4:15 PM	0	8	0	11	0	0	0	0	0	6	76	0	0	0	60	5	166	851	0	0	0	0
4:30 PM	0	8	0	12	0	0	0	0	0	6	99	0	0	0	84	8	217	923	0	0	0	0
4:45 PM	0	8	0	13	0	0	0	0	0	15	82	0	0	0	93	5	216	967	0	0	0	0
5:00 PM	0	4	0	9	0	0	0	0	0	11	116	0	0	0	105	7	252	978	0	0	0	0
5:15 PM	0	3	0	5	0	0	0	0	0	21	114	0	0	0	85	10	238		0	0	0	0
5:30 PM	0	4	0	13	0	0	0	0	0	20	114	0	0	0	95	15	261		0	0	0	0
5:45 PM	0	5	0	10	0	0	0	0	0	18	80	0	0	0	95	19	227		0	0	0	0

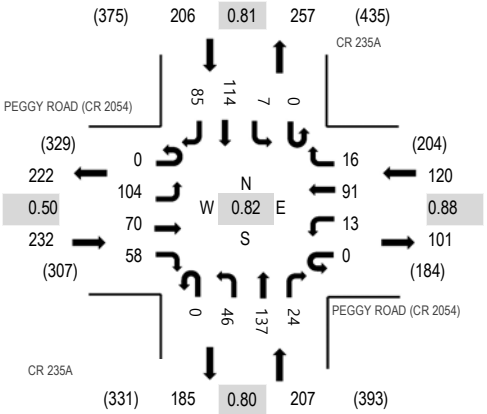
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	4	0	0	0	10	0	14
Lights	0	15	0	37	0	0	0	0	0	70	412	0	0	0	367	51	952
Mediums	0	1	0	0	0	0	0	0	0	0	8	0	0	0	3	0	12
Total	0	16	0	37	0	0	0	0	0	70	424	0	0	0	380	51	978

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

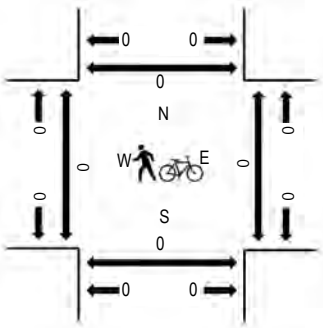
Location: 2 CR 235A & PEGGY ROAD (CR 2054) PM
Date: Tuesday, September 20, 2022
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	PEGGY ROAD (CR 2054) Eastbound				PEGGY ROAD (CR 2054) Westbound				CR 235A Northbound				CR 235A Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	6	10	3	0	0	7	6	0	8	42	8	0	4	24	3	121	665	0	0	0	0
4:15 PM	0	7	11	8	0	3	10	7	0	6	36	5	0	4	24	7	128	743	0	0	0	0
4:30 PM	0	57	31	29	0	2	16	2	0	9	33	8	0	2	30	13	232	765	0	0	0	0
4:45 PM	0	26	18	18	0	4	21	7	0	8	31	5	0	1	22	23	184	664	0	0	0	0
5:00 PM	0	10	12	9	0	4	28	4	0	19	41	5	0	4	33	30	199	614	0	0	0	0
5:15 PM	0	11	9	2	0	3	26	3	0	10	32	6	0	0	29	19	150		0	0	0	0
5:30 PM	0	4	6	7	0	4	18	4	0	7	33	5	0	8	30	5	131		0	0	0	0
5:45 PM	0	0	8	5	0	2	16	7	0	9	26	1	0	13	36	11	134		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	1	0	0	0	0	0	0	15	0	0	0	31	0	47
Lights	0	104	70	57	0	13	91	14	0	45	115	24	0	7	75	85	700
Mediums	0	0	0	0	0	0	0	2	0	1	7	0	0	0	8	0	18
Total	0	104	70	58	0	13	91	16	0	46	137	24	0	7	114	85	765

NW 140th Street and NW 143rd Place, 9/27/2022

Total: Cars + HV

Period Starting	EBL*	EBT	EBR	WBL	WBT	WBR*	NBL	NBT*	NBR	SBL**	SBT**	SBR**	Total
07:15:00	0	0	3	5	1	4	0	94	44	28	91	0	270
07:30:00	0	0	6	1	1	5	0	144	63	38	114	0	372
07:45:00	0	1	2	6	2	1	1	115	56	44	86	0	314
08:00:00	2	0	3	6	0	7	2	119	59	36	104	0	338
Peak Hour: 7:15AM - 8:15AM													
Peak Hour Totals:	2	1	14	18	4	17	3	472	222	146	395	0	1294

PHF: 0.87

**Counts were adjust by a factor of 1.24 to match counts collected 9/20/2022.*

***Counts were adjust by a factor of 1.12 to match counts collected 9/20/2022.*

HV

Period Starting	EBL*	EBT	EBR	WBL	WBT	WBR*	NBL	NBT*	NBR	SBL**	SBT**	SBR**
07:15:00	0	0	0	0	0	0	0	19	0	0	12	0
07:30:00	0	0	0	0	0	0	0	20	2	0	19	0
07:45:00	0	0	0	1	1	0	0	16	2	0	19	0
08:00:00	0	0	0	0	0	0	0	32	4	1	26	0
Peak Hour: 7:15AM - 8:15AM												
Peak Hour Totals:	0	0	0	1	1	0	0	87	8	1	76	0
HV% - movement	0.00%	0.00%	0.00%	5.56%	25.00%	0.00%	0.00%	18.43%	3.60%	0.68%	19.24%	0.00%
HV% - approach	0.0%			5.1%			13.6%			14.2%		

Peds

	East Leg		West Leg		North Leg		South Leg	
Period Starting	NB	SB	NB	SB	EB	WB	EB	WB
07:15:00	0	0	0	0	0	0	0	0
07:30:00	0	0	0	0	0	0	0	0
07:45:00	0	0	0	0	0	0	0	0
08:00:00	0	0	0	0	0	0	0	0
Peak Hour: 7:15AM - 8:15AM								
Peak Hour Totals:	0	0	0	0	0	0	0	0

Bikes

Period Starting	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
07:15:00	0	0	0	0	0	0	0	0	0	0	0	0
07:30:00	0	0	0	0	0	0	0	0	0	0	0	0
07:45:00	0	0	0	1	0	0	0	0	0	0	0	0
08:00:00	0	0	0	0	0	0	0	0	0	0	0	0
Peak Hour: 7:15AM - 8:15AM												
Peak Hour Totals:	0	0	0	1	0	0	0	0	0	0	0	0

NW 140th Street and NW 143rd Place, 9/27/2022

Total: Cars + HV

Period Starting	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	Total
17:00:00	0	1	2	15	8	25	2	71	5	5	83	0	217
17:15:00	0	1	3	28	9	18	4	115	14	6	104	0	302
17:30:00	0	3	1	39	7	16	3	98	10	10	100	0	287
17:45:00	0	4	0	27	9	11	1	107	5	7	102	3	276
Peak Hour: 5:00PM - 6:00PM													
Peak Hour Totals:	0	9	6	109	33	70	10	391	34	28	389	3	1082
PHF:	0.90												

HV

Period Starting	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
17:00:00	0	0	0	0	0	0	0	1	0	0	3	0
17:15:00	0	0	0	0	0	0	0	7	0	0	7	0
17:30:00	0	0	0	0	0	0	0	5	1	0	4	0
17:45:00	0	0	0	0	0	0	0	8	1	0	0	0
Peak Hour: 5:00PM - 6:00PM												
Peak Hour Totals:	0	0	0	0	0	0	0	21	2	0	14	0
HV% - movement	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.37%	5.88%	0.00%	3.60%	0.00%
HV% - approach	0.0%			0.0%			5.3%			3.3%		

Peds

	East Leg		West Leg		North Leg		South Leg	
Period Starting	NB	SB	NB	SB	EB	WB	EB	WB
17:00:00	0	0	0	0	0	0	0	0
17:15:00	1	0	0	1	0	0	0	0
17:30:00	0	0	0	0	0	0	0	0
17:45:00	2	2	0	0	0	0	0	0
Peak Hour: 5:00PM - 6:00PM								
Peak Hour Totals:	3	2	0	1	0	0	0	0

Bikes

Period Starting	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
17:00:00	0	0	0	0	0	0	0	0	0	0	0	0
17:15:00	0	0	0	0	0	0	0	0	0	0	0	0
17:30:00	0	0	0	0	0	0	0	0	0	0	0	0
17:45:00	0	0	0	0	0	0	0	0	0	0	0	0
Peak Hour: 5:00PM - 6:00PM												
Peak Hour Totals:	0	0	0	0	0	0	0	0	0	0	0	0

APPENDIX D: Synchro Outputs

Existing Traffic Conditions

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	10	65	35	460	477	13
Future Vol, veh/h	10	65	35	460	477	13
Conflicting Peds, #/hr	0	0	2	0	0	2
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	4	4	10	10	10	10
Mvmt Flow	11	74	40	523	542	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1155	552	559	0	-	0
Stage 1	552	-	-	-	-	-
Stage 2	603	-	-	-	-	-
Critical Hdwy	6.44	6.24	4.2	-	-	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	2.29	-	-	-
Pot Cap-1 Maneuver	216	530	973	-	-	-
Stage 1	573	-	-	-	-	-
Stage 2	542	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	203	529	971	-	-	-
Mov Cap-2 Maneuver	203	-	-	-	-	-
Stage 1	539	-	-	-	-	-
Stage 2	541	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.3	0.6	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	971	-	436	-	-
HCM Lane V/C Ratio	0.041	-	0.195	-	-
HCM Control Delay (s)	8.9	0	15.3	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.7	-	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	1	14	18	4	17	3	472	222	146	395	0
Future Vol, veh/h	2	1	14	18	4	17	3	472	222	146	395	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	5	5	5	14	14	14	14	14	14
Mvmt Flow	2	1	16	21	5	20	3	543	255	168	454	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1479	1594	454	1476	1467	671	454	0	0	798	0	0
Stage 1	790	790	-	677	677	-	-	-	-	-	-	-
Stage 2	689	804	-	799	790	-	-	-	-	-	-	-
Critical Hdwy	7.12	5.1	2.5	6.7	6.55	3.4	4.24	-	-	4.24	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.15	5.55	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.15	5.55	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.545	4.045	3.345	2.326	-	-	2.326	-	-
Pot Cap-1 Maneuver	104	200	969	124	126	767	1046	-	-	774	-	-
Stage 1	383	402	-	438	448	-	-	-	-	-	-	-
Stage 2	436	396	-	375	397	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	75	141	969	94	89	767	1046	-	-	774	-	-
Mov Cap-2 Maneuver	75	141	-	94	89	-	-	-	-	-	-	-
Stage 1	381	285	-	436	446	-	-	-	-	-	-	-
Stage 2	418	394	-	261	282	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	15.8	38.6	0	3
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1046	-	-	353	151	774	-	-
HCM Lane V/C Ratio	0.003	-	-	0.055	0.297	0.217	-	-
HCM Control Delay (s)	8.5	0	-	15.8	38.6	10.9	0	-
HCM Lane LOS	A	A	-	C	E	B	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	1.2	0.8	-	-

Intersection	
Int Delay, s/veh	4.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	24	75	20	12	21	23	7	157	11	24	139	9
Future Vol, veh/h	24	75	20	12	21	23	7	157	11	24	139	9
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	3	3	3	2	2	2	21	21	21	22	22	22
Mvmt Flow	26	80	21	13	22	24	7	167	12	26	148	10

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	415	398	153	432	397	173	158	0	0	179	0	0
Stage 1	205	205	-	187	187	-	-	-	-	-	-	-
Stage 2	210	193	-	245	210	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.12	6.52	6.22	4.31	-	-	4.32	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.518	4.018	3.318	2.389	-	-	2.398	-	-
Pot Cap-1 Maneuver	546	538	890	534	540	871	1314	-	-	1285	-	-
Stage 1	795	730	-	815	745	-	-	-	-	-	-	-
Stage 2	790	739	-	759	728	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	502	523	890	451	525	871	1314	-	-	1285	-	-
Mov Cap-2 Maneuver	502	523	-	451	525	-	-	-	-	-	-	-
Stage 1	790	714	-	810	741	-	-	-	-	-	-	-
Stage 2	740	735	-	644	712	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.6	11.6	0.3	1.1
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1314	-	-	502	573	602	1285	-	-
HCM Lane V/C Ratio	0.006	-	-	0.051	0.176	0.099	0.02	-	-
HCM Control Delay (s)	7.8	0	-	12.6	12.6	11.6	7.9	0	-
HCM Lane LOS	A	A	-	B	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.6	0.3	0.1	-	-

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	37	70	424	380	51
Future Vol, veh/h	16	37	70	424	380	51
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	3	3
Mvmt Flow	17	39	74	451	404	54

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1030	431	458	0	-	0
Stage 1	431	-	-	-	-	-
Stage 2	599	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	259	624	1103	-	-	-
Stage 1	655	-	-	-	-	-
Stage 2	549	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	236	624	1103	-	-	-
Mov Cap-2 Maneuver	236	-	-	-	-	-
Stage 1	596	-	-	-	-	-
Stage 2	549	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15	1.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1103	-	417	-	-
HCM Lane V/C Ratio	0.068	-	0.135	-	-
HCM Control Delay (s)	8.5	0	15	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.5	-	-

Intersection	
Int Delay, s/veh	5.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	9	6	109	33	70	10	391	34	28	389	3
Future Vol, veh/h	0	9	6	109	33	70	10	391	34	28	389	3
Conflicting Peds, #/hr	0	0	0	0	0	0	1	0	5	5	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	5	5	5	3	3	3
Mvmt Flow	0	10	7	121	37	78	11	434	38	31	432	3

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1030	996	435	984	978	458	436	0	0	477	0	0
Stage 1	497	497	-	480	480	-	-	-	-	-	-	-
Stage 2	533	499	-	504	498	-	-	-	-	-	-	-
Critical Hdwy	6.5	4.4	4	5.8	5.2	4.2	4.15	-	-	4.13	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.245	-	-	2.227	-	-
Pot Cap-1 Maneuver	253	439	812	326	358	779	1108	-	-	1080	-	-
Stage 1	555	545	-	567	554	-	-	-	-	-	-	-
Stage 2	531	544	-	550	544	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	200	414	811	304	338	775	1107	-	-	1075	-	-
Mov Cap-2 Maneuver	200	414	-	304	338	-	-	-	-	-	-	-
Stage 1	547	524	-	556	543	-	-	-	-	-	-	-
Stage 2	439	534	-	515	523	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.2	27.6	0.2	0.6
HCM LOS	B	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1107	-	-	515	388	1075	-	-
HCM Lane V/C Ratio	0.01	-	-	0.032	0.607	0.029	-	-
HCM Control Delay (s)	8.3	0	-	12.2	27.6	8.4	0	-
HCM Lane LOS	A	A	-	B	D	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	3.9	0.1	-	-

Intersection	
Int Delay, s/veh	8.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	104	70	58	13	91	16	46	137	24	7	114	85
Future Vol, veh/h	104	70	58	13	91	16	46	137	24	7	114	85
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	11	11	11	19	19	19
Mvmt Flow	127	85	71	16	111	20	56	167	29	9	139	104

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	568	517	191	546	555	182	243	0	0	196	0	0
Stage 1	209	209	-	294	294	-	-	-	-	-	-	-
Stage 2	359	308	-	252	261	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.21	-	-	4.29	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.299	-	-	2.371	-	-
Pot Cap-1 Maneuver	434	462	851	448	440	861	1272	-	-	1281	-	-
Stage 1	793	729	-	714	670	-	-	-	-	-	-	-
Stage 2	659	660	-	752	692	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	322	435	851	334	414	861	1272	-	-	1281	-	-
Mov Cap-2 Maneuver	322	435	-	334	414	-	-	-	-	-	-	-
Stage 1	753	723	-	678	637	-	-	-	-	-	-	-
Stage 2	505	627	-	603	686	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	18.1	17.5	1.8	0.3
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1272	-	-	322	559	433	1281	-	-
HCM Lane V/C Ratio	0.044	-	-	0.394	0.279	0.338	0.007	-	-
HCM Control Delay (s)	8	0	-	23.3	13.9	17.5	7.8	0	-
HCM Lane LOS	A	A	-	C	B	C	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	1.8	1.1	1.5	0	-	-

Background Traffic Conditions

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	10	68	37	481	499	14
Future Vol, veh/h	10	68	37	481	499	14
Conflicting Peds, #/hr	0	0	2	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	4	4	10	10	10	10
Mvmt Flow	11	77	42	547	567	16

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1208	577	585	0	-	0
Stage 1	577	-	-	-	-	-
Stage 2	631	-	-	-	-	-
Critical Hdwy	6.44	6.24	4.2	-	-	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	2.29	-	-	-
Pot Cap-1 Maneuver	200	512	951	-	-	-
Stage 1	558	-	-	-	-	-
Stage 2	526	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	186	511	949	-	-	-
Mov Cap-2 Maneuver	186	-	-	-	-	-
Stage 1	521	-	-	-	-	-
Stage 2	525	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.9	0.6	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	949	-	417	-	-
HCM Lane V/C Ratio	0.044	-	0.213	-	-
HCM Control Delay (s)	9	0	15.9	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.8	-	-

Intersection	
Int Delay, s/veh	2.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕			⇕	
Traffic Vol, veh/h	2	1	15	19	4	18	3	494	232	153	413	0
Future Vol, veh/h	2	1	15	19	4	18	3	494	232	153	413	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	5	5	5	14	14	14	14	14	14
Mvmt Flow	2	1	17	22	5	21	3	568	267	176	475	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1548	1668	475	1544	1535	702	475	0	0	835	0	0
Stage 1	827	827	-	708	708	-	-	-	-	-	-	-
Stage 2	721	841	-	836	827	-	-	-	-	-	-	-
Critical Hdwy	7.12	5.1	2.5	6.7	6.55	3.4	4.24	-	-	4.24	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.15	5.55	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.15	5.55	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.545	4.045	3.345	2.326	-	-	2.326	-	-
Pot Cap-1 Maneuver	93	186	963	112	114	755	1027	-	-	749	-	-
Stage 1	366	386	-	421	433	-	-	-	-	-	-	-
Stage 2	419	380	-	357	382	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	65	126	963	82	77	755	1027	-	-	749	-	-
Mov Cap-2 Maneuver	65	126	-	82	77	-	-	-	-	-	-	-
Stage 1	364	263	-	418	430	-	-	-	-	-	-	-
Stage 2	401	378	-	238	260	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	16.6	46.2	0	3
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1027	-	-	332	133	749	-	-
HCM Lane V/C Ratio	0.003	-	-	0.062	0.354	0.235	-	-
HCM Control Delay (s)	8.5	0	-	16.6	46.2	11.3	0	-
HCM Lane LOS	A	A	-	C	E	B	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	1.4	0.9	-	-

Intersection	
Int Delay, s/veh	4.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	25	78	21	13	22	24	7	164	12	25	145	9
Future Vol, veh/h	25	78	21	13	22	24	7	164	12	25	145	9
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	3	3	3	2	2	2	21	21	21	22	22	22
Mvmt Flow	27	83	22	14	23	26	7	174	13	27	154	10

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	432	414	159	450	413	181	164	0	0	187	0	0
Stage 1	213	213	-	195	195	-	-	-	-	-	-	-
Stage 2	219	201	-	255	218	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.12	6.52	6.22	4.31	-	-	4.32	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.518	4.018	3.318	2.389	-	-	2.398	-	-
Pot Cap-1 Maneuver	532	527	884	519	529	862	1307	-	-	1276	-	-
Stage 1	787	724	-	807	739	-	-	-	-	-	-	-
Stage 2	781	733	-	749	723	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	487	512	884	433	514	862	1307	-	-	1276	-	-
Mov Cap-2 Maneuver	487	512	-	433	514	-	-	-	-	-	-	-
Stage 1	782	707	-	802	735	-	-	-	-	-	-	-
Stage 2	729	729	-	630	706	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.9	11.9	0.3	1.1
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1307	-	-	487	562	586	1276	-	-
HCM Lane V/C Ratio	0.006	-	-	0.055	0.187	0.107	0.021	-	-
HCM Control Delay (s)	7.8	0	-	12.8	12.9	11.9	7.9	0	-
HCM Lane LOS	A	A	-	B	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.7	0.4	0.1	-	-

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	17	39	73	443	397	53
Future Vol, veh/h	17	39	73	443	397	53
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	3	3
Mvmt Flow	18	41	78	471	422	56

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1077	450	478	0	-	0
Stage 1	450	-	-	-	-	-
Stage 2	627	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	242	609	1084	-	-	-
Stage 1	642	-	-	-	-	-
Stage 2	532	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	219	609	1084	-	-	-
Mov Cap-2 Maneuver	219	-	-	-	-	-
Stage 1	580	-	-	-	-	-
Stage 2	532	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.7	1.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1084	-	395	-	-
HCM Lane V/C Ratio	0.072	-	0.151	-	-
HCM Control Delay (s)	8.6	0	15.7	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.5	-	-

Intersection	
Int Delay, s/veh	6.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕			⇕	
Traffic Vol, veh/h	0	9	6	114	35	73	10	409	36	29	407	3
Future Vol, veh/h	0	9	6	114	35	73	10	409	36	29	407	3
Conflicting Peds, #/hr	0	0	0	0	0	0	1	0	5	5	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	5	5	5	3	3	3
Mvmt Flow	0	10	7	127	39	81	11	454	40	32	452	3

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1075	1040	455	1027	1021	479	456	0	0	499	0	0
Stage 1	519	519	-	501	501	-	-	-	-	-	-	-
Stage 2	556	521	-	526	520	-	-	-	-	-	-	-
Critical Hdwy	6.5	4.4	4	5.8	5.2	4.2	4.15	-	-	4.13	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.245	-	-	2.227	-	-
Pot Cap-1 Maneuver	237	425	801	310	344	767	1089	-	-	1060	-	-
Stage 1	540	533	-	552	543	-	-	-	-	-	-	-
Stage 2	515	532	-	535	532	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	184	400	800	288	323	763	1088	-	-	1055	-	-
Mov Cap-2 Maneuver	184	400	-	288	323	-	-	-	-	-	-	-
Stage 1	532	511	-	542	533	-	-	-	-	-	-	-
Stage 2	421	522	-	499	510	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.4	32.2	0.2	0.6
HCM LOS	B	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1088	-	-	500	370	1055	-	-
HCM Lane V/C Ratio	0.01	-	-	0.033	0.667	0.031	-	-
HCM Control Delay (s)	8.3	0	-	12.4	32.2	8.5	0	-
HCM Lane LOS	A	A	-	B	D	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	4.6	0.1	-	-

Intersection	
Int Delay, s/veh	9.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	109	73	61	14	95	17	48	143	25	7	119	89
Future Vol, veh/h	109	73	61	14	95	17	48	143	25	7	119	89
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	11	11	11	19	19	19
Mvmt Flow	133	89	74	17	116	21	59	174	30	9	145	109

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	594	540	200	569	579	189	254	0	0	204	0	0
Stage 1	218	218	-	307	307	-	-	-	-	-	-	-
Stage 2	376	322	-	262	272	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.21	-	-	4.29	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.299	-	-	2.371	-	-
Pot Cap-1 Maneuver	417	449	841	433	426	853	1260	-	-	1272	-	-
Stage 1	784	723	-	703	661	-	-	-	-	-	-	-
Stage 2	645	651	-	743	685	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	302	422	841	316	400	853	1260	-	-	1272	-	-
Mov Cap-2 Maneuver	302	422	-	316	400	-	-	-	-	-	-	-
Stage 1	742	717	-	666	626	-	-	-	-	-	-	-
Stage 2	486	616	-	588	680	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	19.6	18.5	1.8	0.3
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1260	-	-	302	546	418	1272	-	-
HCM Lane V/C Ratio	0.046	-	-	0.44	0.299	0.368	0.007	-	-
HCM Control Delay (s)	8	0	-	26	14.4	18.5	7.8	0	-
HCM Lane LOS	A	A	-	D	B	C	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	2.1	1.2	1.7	0	-	-

Buildout Traffic Conditions

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	36	86	43	481	499	23
Future Vol, veh/h	36	86	43	481	499	23
Conflicting Peds, #/hr	0	0	2	0	0	2
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	4	4	10	10	10	10
Mvmt Flow	41	98	49	547	567	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1227	582	595	0	-	0
Stage 1	582	-	-	-	-	-
Stage 2	645	-	-	-	-	-
Critical Hdwy	6.44	6.24	4.2	-	-	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	2.29	-	-	-
Pot Cap-1 Maneuver	195	509	943	-	-	-
Stage 1	555	-	-	-	-	-
Stage 2	519	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	180	508	941	-	-	-
Mov Cap-2 Maneuver	180	-	-	-	-	-
Stage 1	512	-	-	-	-	-
Stage 2	518	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	23.6	0.7	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	941	-	330	-	-
HCM Lane V/C Ratio	0.052	-	0.42	-	-
HCM Control Delay (s)	9	0	23.6	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.2	-	2	-	-

Intersection	
Int Delay, s/veh	4.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	15	19	19	9	23	4	495	232	167	417	0
Future Vol, veh/h	2	15	19	19	9	23	4	495	232	167	417	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	5	5	5	14	14	14	14	14	14
Mvmt Flow	2	17	22	22	10	26	5	569	267	192	479	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1594	1709	479	1596	1576	703	479	0	0	836	0	0
Stage 1	863	863	-	713	713	-	-	-	-	-	-	-
Stage 2	731	846	-	883	863	-	-	-	-	-	-	-
Critical Hdwy	7.12	5.1	2.5	6.7	6.5	3.4	4.24	-	-	4.24	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.15	5.55	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.15	5.55	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.545	4.045	3.345	2.326	-	-	2.326	-	-
Pot Cap-1 Maneuver	86	178	962	103	110	755	1024	-	-	748	-	-
Stage 1	349	372	-	418	431	-	-	-	-	-	-	-
Stage 2	413	378	-	336	367	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	54	115	962	65	71	755	1024	-	-	748	-	-
Mov Cap-2 Maneuver	54	115	-	65	71	-	-	-	-	-	-	-
Stage 1	346	242	-	414	427	-	-	-	-	-	-	-
Stage 2	385	374	-	198	239	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	28.8	67	0	3.3
HCM LOS	D	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1024	-	-	192	113	748	-	-
HCM Lane V/C Ratio	0.004	-	-	0.216	0.519	0.257	-	-
HCM Control Delay (s)	8.5	0	-	28.8	67	11.5	0	-
HCM Lane LOS	A	A	-	D	F	B	A	-
HCM 95th %tile Q(veh)	0	-	-	0.8	2.4	1	-	-

Intersection	
Int Delay, s/veh	4.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	25	78	21	17	23	25	7	164	13	25	145	9
Future Vol, veh/h	25	78	21	17	23	25	7	164	13	25	145	9
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	3	3	3	2	2	2	21	21	21	22	22	22
Mvmt Flow	27	83	22	18	24	27	7	174	14	27	154	10

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	434	415	159	450	413	181	164	0	0	188	0	0
Stage 1	213	213	-	195	195	-	-	-	-	-	-	-
Stage 2	221	202	-	255	218	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.12	6.52	6.22	4.31	-	-	4.32	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.518	4.018	3.318	2.389	-	-	2.398	-	-
Pot Cap-1 Maneuver	530	526	884	519	529	862	1307	-	-	1275	-	-
Stage 1	787	724	-	807	739	-	-	-	-	-	-	-
Stage 2	779	732	-	749	723	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	484	511	884	433	514	862	1307	-	-	1275	-	-
Mov Cap-2 Maneuver	484	511	-	433	514	-	-	-	-	-	-	-
Stage 1	782	707	-	802	735	-	-	-	-	-	-	-
Stage 2	725	728	-	630	706	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.9	12.1	0.3	1.1
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1307	-	-	484	561	575	1275	-	-
HCM Lane V/C Ratio	0.006	-	-	0.055	0.188	0.12	0.021	-	-
HCM Control Delay (s)	7.8	0	-	12.9	12.9	12.1	7.9	0	-
HCM Lane LOS	A	A	-	B	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.7	0.4	0.1	-	-

Intersection	
Int Delay, s/veh	3.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	120	3	25	44	8	72
Future Vol, veh/h	120	3	25	44	8	72
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	75	75	75	75	75	75
Heavy Vehicles, %	4	4	4	4	2	2
Mvmt Flow	160	4	33	59	11	96

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	164	0	287	162
Stage 1	-	-	-	-	162	-
Stage 2	-	-	-	-	125	-
Critical Hdwy	-	-	4.14	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.236	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1402	-	703	883
Stage 1	-	-	-	-	867	-
Stage 2	-	-	-	-	901	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1402	-	686	883
Mov Cap-2 Maneuver	-	-	-	-	686	-
Stage 1	-	-	-	-	867	-
Stage 2	-	-	-	-	879	-

Approach	EB	WB	NB
HCM Control Delay, s	0	2.8	9.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	858	-	-	1402	-
HCM Lane V/C Ratio	0.124	-	-	0.024	-
HCM Control Delay (s)	9.8	-	-	7.6	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.4	-	-	0.1	-

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	35	51	93	443	397	83
Future Vol, veh/h	35	51	93	443	397	83
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	3	3
Mvmt Flow	37	54	99	471	422	88

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1135	466	510	0	-	0
Stage 1	466	-	-	-	-	-
Stage 2	669	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	224	597	1055	-	-	-
Stage 1	632	-	-	-	-	-
Stage 2	509	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	196	597	1055	-	-	-
Mov Cap-2 Maneuver	196	-	-	-	-	-
Stage 1	552	-	-	-	-	-
Stage 2	509	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	20.3	1.5	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1055	-	326	-	-
HCM Lane V/C Ratio	0.094	-	0.281	-	-
HCM Control Delay (s)	8.8	0	20.3	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.3	-	1.1	-	-

Intersection	
Int Delay, s/veh	10.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	18	9	114	50	88	15	414	36	38	410	3
Future Vol, veh/h	0	18	9	114	50	88	15	414	36	38	410	3
Conflicting Peds, #/hr	0	0	0	0	0	0	1	0	5	5	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	5	5	5	3	3	3
Mvmt Flow	0	20	10	127	56	98	17	460	40	42	456	3

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1134	1082	459	1076	1063	485	460	0	0	505	0	0
Stage 1	543	543	-	519	519	-	-	-	-	-	-	-
Stage 2	591	539	-	557	544	-	-	-	-	-	-	-
Critical Hdwy	6.5	4.4	4	5.8	5.2	4.2	4.15	-	-	4.13	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.245	-	-	2.227	-	-
Pot Cap-1 Maneuver	218	411	799	292	330	764	1085	-	-	1055	-	-
Stage 1	524	520	-	540	533	-	-	-	-	-	-	-
Stage 2	493	522	-	515	519	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	154	378	798	260	304	760	1084	-	-	1050	-	-
Mov Cap-2 Maneuver	154	378	-	260	304	-	-	-	-	-	-	-
Stage 1	512	491	-	525	519	-	-	-	-	-	-	-
Stage 2	375	508	-	461	490	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.4	45.6	0.3	0.7
HCM LOS	B	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1084	-	-	458	351	1050	-	-
HCM Lane V/C Ratio	0.015	-	-	0.066	0.798	0.04	-	-
HCM Control Delay (s)	8.4	0	-	13.4	45.6	8.6	0	-
HCM Lane LOS	A	A	-	B	E	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	6.7	0.1	-	-

Intersection	
Int Delay, s/veh	9.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	109	74	61	14	96	18	48	143	30	8	119	89
Future Vol, veh/h	109	74	61	14	96	18	48	143	30	8	119	89
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	11	11	11	19	19	19
Mvmt Flow	133	90	74	17	117	22	59	174	37	10	145	109

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	600	549	200	576	585	193	254	0	0	211	0	0
Stage 1	220	220	-	311	311	-	-	-	-	-	-	-
Stage 2	380	329	-	265	274	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.21	-	-	4.29	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.299	-	-	2.371	-	-
Pot Cap-1 Maneuver	413	443	841	428	423	849	1260	-	-	1265	-	-
Stage 1	782	721	-	699	658	-	-	-	-	-	-	-
Stage 2	642	646	-	740	683	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	297	416	841	310	397	849	1260	-	-	1265	-	-
Mov Cap-2 Maneuver	297	416	-	310	397	-	-	-	-	-	-	-
Stage 1	741	715	-	662	623	-	-	-	-	-	-	-
Stage 2	481	612	-	584	677	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	20	18.8	1.7	0.3
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1260	-	-	297	539	415	1265	-	-
HCM Lane V/C Ratio	0.046	-	-	0.448	0.305	0.376	0.008	-	-
HCM Control Delay (s)	8	0	-	26.6	14.6	18.8	7.9	0	-
HCM Lane LOS	A	A	-	D	B	C	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	2.2	1.3	1.7	0	-	-

Intersection	
Int Delay, s/veh	2.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	141	9	82	131	5	49
Future Vol, veh/h	141	9	82	131	5	49
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	153	10	89	142	5	53

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	163	0	478	158
Stage 1	-	-	-	-	158	-
Stage 2	-	-	-	-	320	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1416	-	546	887
Stage 1	-	-	-	-	871	-
Stage 2	-	-	-	-	736	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1416	-	509	887
Mov Cap-2 Maneuver	-	-	-	-	509	-
Stage 1	-	-	-	-	871	-
Stage 2	-	-	-	-	686	-

Approach	EB	WB	NB
HCM Control Delay, s	0	3	9.7
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	830	-	-	1416	-
HCM Lane V/C Ratio	0.071	-	-	0.063	-
HCM Control Delay (s)	9.7	-	-	7.7	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0.2	-

APPENDIX E: Intersection Volume Development Worksheets

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: NW 140th Street & Peggy Road (CR 2054)
COUNT DATE: September 20, 2022
AM PEAK HOUR FACTOR: 0.88
PM PEAK HOUR FACTOR: 0.94

"AM EXISTING TRAFFIC"	EBL	EBR	NBL	NBT	SBT	SBR
AM Raw Turning Movements	10	65	35	460	477	13
Peak Season Conversion Factor	1.00	1.00	1.00	1.00	1.00	1.00
AM EXISTING CONDITIONS	**10**	**65**	**35**	**460**	**477**	**13**

"PM EXISTING TRAFFIC"	EBL	EBR	NBL	NBT	SBT	SBR
PM Raw Turning Movements	16	37	70	424	380	51
Peak Season Conversion Factor	1.00	1.00	1.00	1.00	1.00	1.00
PM EXISTING CONDITIONS	**16**	**37**	**70**	**424**	**380**	**51**

"AM BACKGROUND TRAFFIC"	EBL	EBR	NBL	NBT	SBT	SBR
Years To Buildout	3	3	3	3	3	3
Yearly Growth Rate	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
AM BACKGROUND TRAFFIC GROWTH	0	3	2	21	22	1
AM NON-PROJECT TRAFFIC	**10**	**68**	**37**	**481**	**499**	**14**

"PM BACKGROUND TRAFFIC"	EBL	EBR	NBL	NBT	SBT	SBR
Years To Buildout	3	3	3	3	3	3
Yearly Growth Rate	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
PM BACKGROUND TRAFFIC GROWTH	1	2	3	19	17	2
PM NON-PROJECT TRAFFIC	**17**	**39**	**73**	**443**	**397**	**53**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBL	EBR	NBL	NBT	SBT	SBR
Net New	Entering			22.0%			33.0%
Distribution	Exiting	33.0%	22.0%				

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBL	EBR	NBL	NBT	SBT	SBR
Net New	Entering			22.0%			33.0%
Distribution	Exiting	33.0%	22.0%				

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBL	EBR	NBL	NBT	SBT	SBR
Project Trips	Net New	26	18	6			9
AM TOTAL PROJECT TRAFFIC		**26**	**18**	**6**	**0**	**0**	**9**
AM TOTAL TRAFFIC		**36**	**86**	**43**	**481**	**499**	**23**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBL	EBR	NBL	NBT	SBT	SBR
Project Trips	Net New	18	12	20			30
PM TOTAL PROJECT TRAFFIC		**18**	**12**	**20**	**0**	**0**	**30**
PM TOTAL TRAFFIC		**35**	**51**	**93**	**443**	**397**	**83**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: NW 140th Street & NW 143rd Pl
COUNT DATE: September 27, 2022
AM PEAK HOUR FACTOR: 0.87
PM PEAK HOUR FACTOR: 0.9

"AM EXISTING TRAFFIC"	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
AM Raw Turning Movements	2	1	14	18	4	17	3	472	222	146	395	0
Peak Season Conversion Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AM EXISTING CONDITIONS	**2**	**1**	**14**	**18**	**4**	**17**	**3**	**472**	**222**	**146**	**395**	**0**

"PM EXISTING TRAFFIC"	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
PM Raw Turning Movements	0	9	6	109	33	70	10	391	34	28	389	3
Peak Season Conversion Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PM EXISTING CONDITIONS	**0**	**9**	**6**	**109**	**33**	**70**	**10**	**391**	**34**	**28**	**389**	**3**

"AM BACKGROUND TRAFFIC"	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Years To Buildout	3	3	3	3	3	3	3	3	3	3	3	3
Yearly Growth Rate	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
AM BACKGROUND TRAFFIC GROWTH	0	0	1	1	0	1	0	22	10	7	18	0
AM NON-PROJECT TRAFFIC	**2**	**1**	**15**	**19**	**4**	**18**	**3**	**494**	**232**	**153**	**413**	**0**

"PM BACKGROUND TRAFFIC"	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Years To Buildout	3	3	3	3	3	3	3	3	3	3	3	3
Yearly Growth Rate	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
PM BACKGROUND TRAFFIC GROWTH	0	0	0	5	2	3	0	18	2	1	18	0
PM NON-PROJECT TRAFFIC	**0**	**9**	**6**	**114**	**35**	**73**	**10**	**409**	**36**	**29**	**407**	**3**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Net New	Entering					17.0%	17.0%	5.0%	5.0%				
Distribution	Exiting		17.0%	5.0%							17.0%	5.0%	

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Net New	Entering					17.0%	17.0%	5.0%	5.0%				
Distribution	Exiting		17.0%	5.0%							17.0%	5.0%	

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Project Trips	Net New		14	4		5	5	1	1		14	4	
AM TOTAL PROJECT TRAFFIC		**0**	**14**	**4**	**0**	**5**	**5**	**1**	**1**	**0**	**14**	**4**	**0**
AM TOTAL TRAFFIC		**2**	**15**	**19**	**19**	**9**	**23**	**4**	**495**	**232**	**167**	**417**	**0**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Project Trips	Net New		9	3		15	15	5	5		9	3	
PM TOTAL PROJECT TRAFFIC		**0**	**9**	**3**	**0**	**15**	**15**	**5**	**5**	**0**	**9**	**3**	**0**
PM TOTAL TRAFFIC		**0**	**18**	**9**	**114**	**50**	**88**	**15**	**414**	**36**	**38**	**410**	**3**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: CR 235A & Peggy Road (CR 2054)
COUNT DATE: September 20, 2022
AM PEAK HOUR FACTOR: 0.94
PM PEAK HOUR FACTOR: 0.82

"AM EXISTING TRAFFIC"	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
AM Raw Turning Movements	24	75	20	12	21	23	7	157	11	24	139	9
Peak Season Conversion Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AM EXISTING CONDITIONS	**24**	**75**	**20**	**12**	**21**	**23**	**7**	**157**	**11**	**24**	**139**	**9**

"PM EXISTING TRAFFIC"	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
PM Raw Turning Movements	104	70	58	13	91	16	46	137	24	7	114	85
Peak Season Conversion Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PM EXISTING CONDITIONS	**104**	**70**	**58**	**13**	**91**	**16**	**46**	**137**	**24**	**7**	**114**	**85**

"AM BACKGROUND TRAFFIC"	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Years To Buildout	3	3	3	3	3	3	3	3	3	3	3	3
Yearly Growth Rate	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
AM BACKGROUND TRAFFIC GROWTH	1	3	1	1	1	1	0	7	1	1	6	0
AM NON-PROJECT TRAFFIC	**25**	**78**	**21**	**13**	**22**	**24**	**7**	**164**	**12**	**25**	**145**	**9**

"PM BACKGROUND TRAFFIC"	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Years To Buildout	3	3	3	3	3	3	3	3	3	3	3	3
Yearly Growth Rate	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
PM BACKGROUND TRAFFIC GROWTH	5	3	3	1	4	1	2	6	1	0	5	4
PM NON-PROJECT TRAFFIC	**109**	**73**	**61**	**14**	**95**	**17**	**48**	**143**	**25**	**7**	**119**	**89**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Net New	Entering		1.0%							5.0%	1.0%		
Distribution	Exiting				5.0%	1.0%	1.0%						

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Net New	Entering		1.0%							5.0%	1.0%		
Distribution	Exiting				5.0%	1.0%	1.0%						

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Project Trips	Net New		0		4	1	1			1	0		
AM TOTAL PROJECT TRAFFIC		**0**	**0**	**0**	**4**	**1**	**1**	**0**	**0**	**1**	**0**	**0**	**0**
AM TOTAL TRAFFIC		**25**	**78**	**21**	**17**	**23**	**25**	**7**	**164**	**13**	**25**	**145**	**9**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Project Trips	Net New		1		3	1	1			5	1		
PM TOTAL PROJECT TRAFFIC		**0**	**1**	**0**	**3**	**1**	**1**	**0**	**0**	**5**	**1**	**0**	**0**
PM TOTAL TRAFFIC		**109**	**74**	**61**	**17**	**96**	**18**	**48**	**143**	**30**	**8**	**119**	**89**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: Peggy Road (CR 2054) & Project Driveway
COUNT DATE: September 27, 2022
AM PEAK HOUR FACTOR: 0.75
PM PEAK HOUR FACTOR: 0.92

"AM EXISTING TRAFFIC"	EBT	EBR	WBL	WBT	NBL	NBR
AM Raw Turning Movements	115	0	0	42	0	0
Peak Season Conversion Factor	1.00	1.00	1.00	1.00	1.00	1.00
AM EXISTING CONDITIONS	**115**	**0**	**0**	**42**	**0**	**0**

"PM EXISTING TRAFFIC"	EBT	EBR	WBL	WBT	NBL	NBR
PM Raw Turning Movements	135	0	0	125	0	0
Peak Season Conversion Factor	1.00	1.00	1.00	1.00	1.00	1.00
PM EXISTING CONDITIONS	**135**	**0**	**0**	**125**	**0**	**0**

"AM BACKGROUND TRAFFIC"	EBT	EBR	WBL	WBT	NBL	NBR
Years To Buildout	3	3	3	3	3	3
Yearly Growth Rate	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
AM BACKGROUND TRAFFIC GROWTH	5	0	0	2	0	0
AM NON-PROJECT TRAFFIC	**120**	**0**	**0**	**44**	**0**	**0**

"PM BACKGROUND TRAFFIC"	EBT	EBR	WBL	WBT	NBL	NBR
Years To Buildout	3	3	3	3	3	3
Yearly Growth Rate	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
PM BACKGROUND TRAFFIC GROWTH	6	0	0	6	0	0
PM NON-PROJECT TRAFFIC	**141**	**0**	**0**	**131**	**0**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBT	EBR	WBL	WBT	NBL	NBR
Net New	Entering		10.0%	90.0%			
Distribution	Exiting					10.0%	90.0%

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBT	EBR	WBL	WBT	NBL	NBR
Net New	Entering		10.0%	90.0%			
Distribution	Exiting					10.0%	90.0%

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBT	EBR	WBL	WBT	NBL	NBR
Project	Net New		3	25		8	72
AM TOTAL PROJECT TRAFFIC		**0**	**3**	**25**	**0**	**8**	**72**
AM TOTAL TRAFFIC		**120**	**3**	**25**	**44**	**8**	**72**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBT	EBR	WBL	WBT	NBL	NBR
Project	Net New		9	82		5	49
PM TOTAL PROJECT TRAFFIC		**0**	**9**	**82**	**0**	**5**	**49**
PM TOTAL TRAFFIC		**141**	**9**	**82**	**131**	**5**	**49**

APPENDIX F: NCHRP Report 457 Worksheets

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

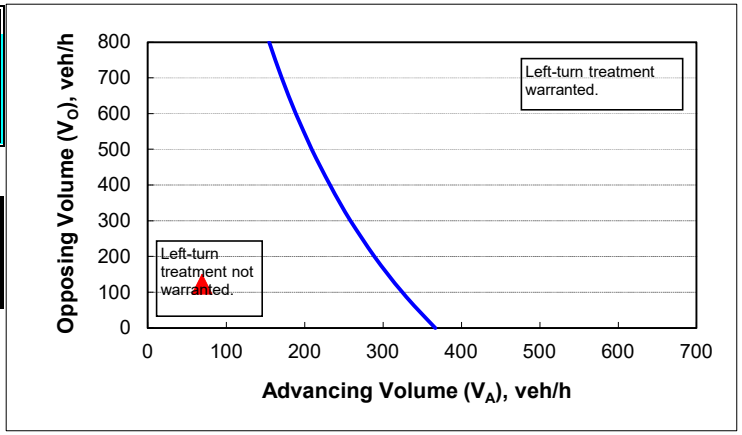
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	39
Percent of left-turns in advancing volume (V_A), %:	36%
Advancing volume (V_A), veh/h:	69
Opposing volume (V_O), veh/h:	123

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	316
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

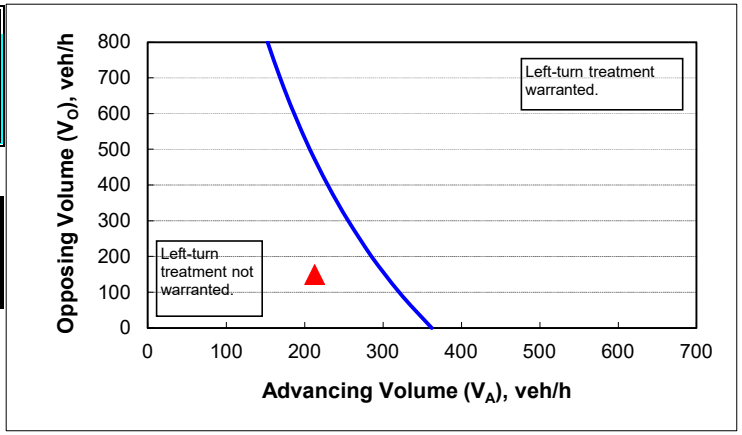
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	39
Percent of left-turns in advancing volume (V_A), %:	38%
Advancing volume (V_A), veh/h:	213
Opposing volume (V_O), veh/h:	150

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	302
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	41
Major-road volume (one direction), veh/h:	123
Right-turn volume, veh/h:	3

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	2389
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

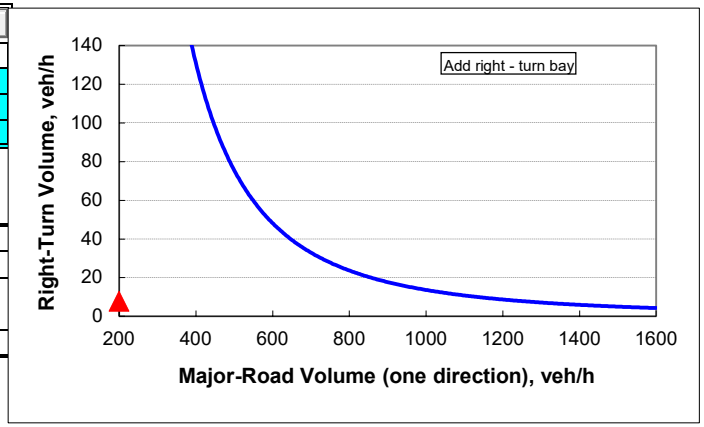


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

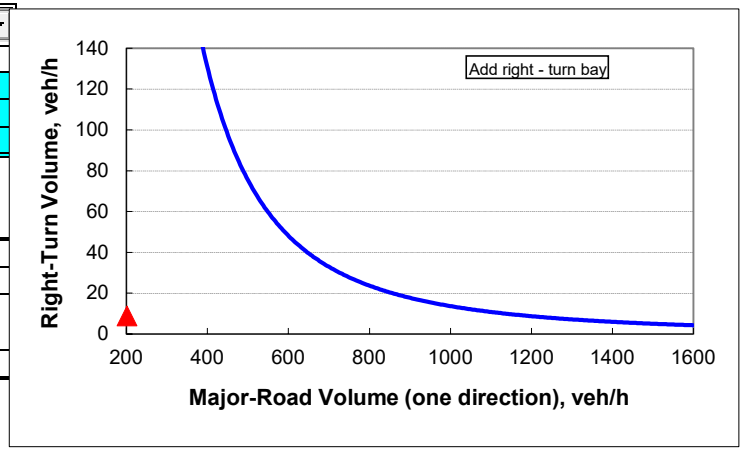
INPUT

Roadway geometry:	2-lane roadw ay

Variable	Value
Major-road speed, mph:	41
Major-road volume (one direction), veh/h:	150
Right-turn volume, veh/h:	9

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	1465
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: Peggy Road (CR 2054) & Project Driveway
COUNT DATE: September 27, 2022
AM PEAK HOUR FACTOR: 0.75
PM PEAK HOUR FACTOR: 0.92

"AM EXISTING TRAFFIC"	EBT	EBR	WBL	WBT	NBL	NBR
AM Raw Turning Movements	115	0	0	42	0	0
Peak Season Conversion Factor	1.00	1.00	1.00	1.00	1.00	1.00
AM EXISTING CONDITIONS	**115**	**0**	**0**	**42**	**0**	**0**

"PM EXISTING TRAFFIC"	EBT	EBR	WBL	WBT	NBL	NBR
PM Raw Turning Movements	135	0	0	125	0	0
Peak Season Conversion Factor	1.00	1.00	1.00	1.00	1.00	1.00
PM EXISTING CONDITIONS	**135**	**0**	**0**	**125**	**0**	**0**

"AM BACKGROUND TRAFFIC"	EBT	EBR	WBL	WBT	NBL	NBR
Years To Buildout	23	23	23	23	23	23
Yearly Growth Rate	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
AM BACKGROUND TRAFFIC GROWTH	47	0	0	17	0	0
AM NON-PROJECT TRAFFIC	**162**	**0**	**0**	**59**	**0**	**0**

"PM BACKGROUND TRAFFIC"	EBT	EBR	WBL	WBT	NBL	NBR
Years To Buildout	23	23	23	23	23	23
Yearly Growth Rate	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
PM BACKGROUND TRAFFIC GROWTH	55	0	0	51	0	0
PM NON-PROJECT TRAFFIC	**190**	**0**	**0**	**176**	**0**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBT	EBR	WBL	WBT	NBL	NBR
Net New	Entering		10.0%	90.0%			
Distribution	Exiting					10.0%	90.0%

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBT	EBR	WBL	WBT	NBL	NBR
Net New	Entering		10.0%	90.0%			
Distribution	Exiting					10.0%	90.0%

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBT	EBR	WBL	WBT	NBL	NBR
Project	Net New		3	25		8	72
AM TOTAL PROJECT TRAFFIC		**0**	**3**	**25**	**0**	**8**	**72**
AM TOTAL TRAFFIC		**162**	**3**	**25**	**59**	**8**	**72**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBT	EBR	WBL	WBT	NBL	NBR
Project	Net New		9	82		5	49
PM TOTAL PROJECT TRAFFIC		**0**	**9**	**82**	**0**	**5**	**49**
PM TOTAL TRAFFIC		**190**	**9**	**82**	**176**	**5**	**49**

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

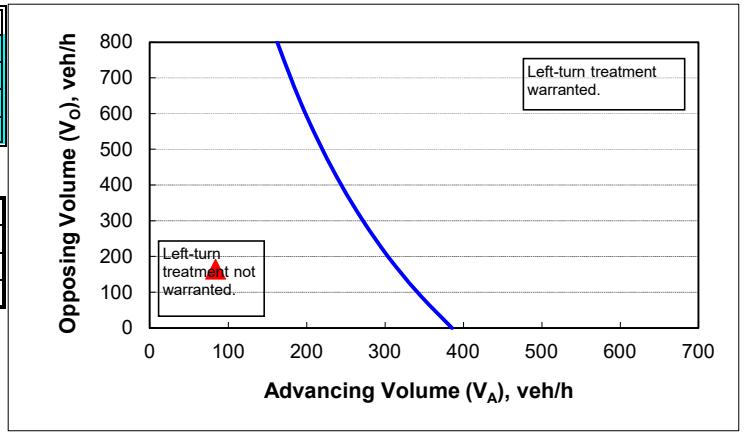
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	39
Percent of left-turns in advancing volume (V_A), %:	30%
Advancing volume (V_A), veh/h:	84
Opposing volume (V_O), veh/h:	165

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	316
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

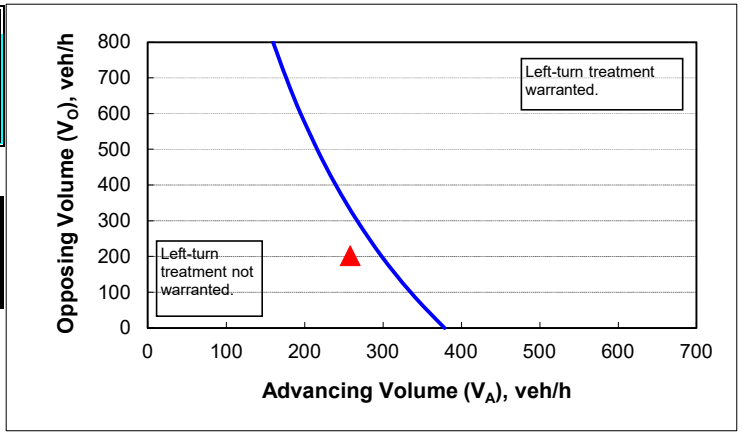
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	39
Percent of left-turns in advancing volume (V_A), %:	32%
Advancing volume (V_A), veh/h:	258
Opposing volume (V_O), veh/h:	202

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	298
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	41
Major-road volume (one direction), veh/h:	165
Right-turn volume, veh/h:	3

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	1159
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

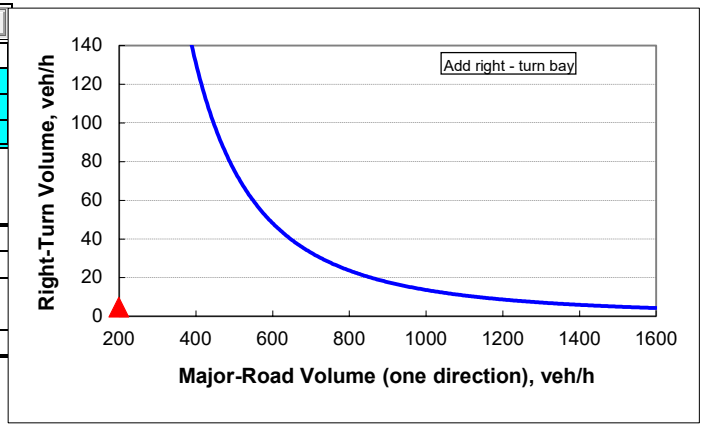


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

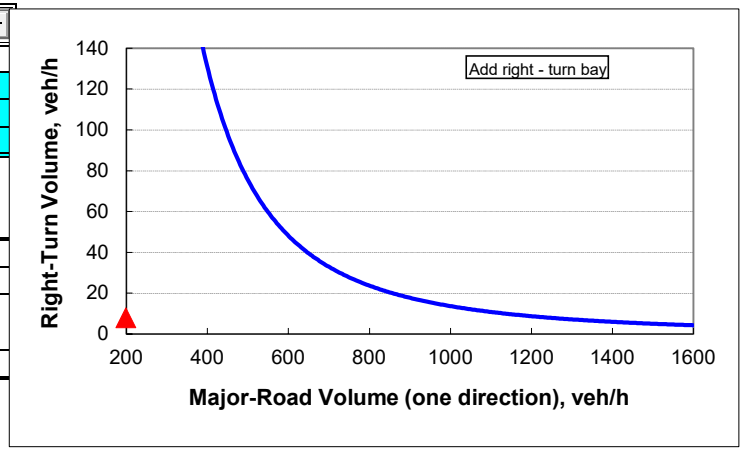
INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	41
Major-road volume (one direction), veh/h:	199
Right-turn volume, veh/h:	9

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	730
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



PEGGY ROAD TRACT

Alachua, Florida

Natural Resource Assessment
October 2022

Alachua County Parcels Number:
03865-000-000, 03924-000-000, and 03917-200-002

Prepared for:
Garden Street Communities Southeast LLC

Prepared by:

VERDE
ENVIRONMENTAL

CONTENTS

PROJECT OVERVIEW **1**

PROJECT LOCATION **1**

METHODOLOGY **1**

Review of Geographic Information Systems Data 1
Review of Aerial Photographs 2
Literature Reviewed 2
Field Assessment 4

PHYSICAL SETTING **4**

Site History 4
Soils 4
Landscape and Hydrology 5
Other Conservation, Recreation, or Ecologically Significant Lands 5
Land Use and Natural Communities 5
Wildlife Utilization 8

POTENTIAL REGULATED RESOURCES **8**

Geologic Features 8
Historical and Paleontological Resources 9
Wetlands and Surface Waters 9
Surface Water or Wetland Buffers 9
Significant Plant and Wildlife Habitat 9
Listed Plant Species and Their Habitats 9
Listed Wildlife Species and Their Habitats 11
Eagles 13

CONCLUSION AND CONSIDERATIONS **13**

SIGNATURES AND QUALIFICATIONS **15**

Additional Personnel 15

LIST OF FIGURES:

Figure 1: Alachua County Parcels
Figure 2: Site Location
Figure 3: USGS 24k Topoquad
Figure 4: NRCS soils
Figure 5: Topography (LIDAR)
Figure 6: Flood Zones and Surface Waters
Figure 7: Strategic Ecosystems and Other Conservation Areas
Figure 8: FLUCCS (Field Verified)
Figure 9: Depressions

LIST OF APPENDICES:

Appendix A: Site Photographs
Appendix B: FNAI Biodiversity Matrix Query Results
Appendix C: Preliminary ECOS-IPaC Resource List

PROJECT OVERVIEW

Verde Environmental Co. (Verde) was contracted to complete a Natural Resource Assessment on Alachua County Parcels 03865-000-000, 03924-000-000, and 03917-200-002 in Alachua, FL (the Peggy Road Tract, Figure 1). The undeveloped 52.90-acre site is situated along Peggy Road immediately east of Interstate 75 (I-75), and is surrounded by a collection of rural residential and light industrial land uses. This Natural Resource Assessment was performed to identify any regulated natural resources located on or adjacent to the subject property. Potential regulated resources include, but are not limited to: wetlands, surface waters, flood zones, karst areas, endangered or threatened species, significant natural communities/habitats, and other regulated resources prioritized for inclusion within proposed open space or requiring specific protection standards in accordance with the City of Alachua Land Development Code, Sections 6.7 and 6.9. This assessment included a site reconnaissance field visit and a desktop review of available maps and various other datasets.

PROJECT LOCATION

The subject property is located along the southern side of Peggy Road just east of the I-75 overpass in Alachua, Florida. The site is approximately one mile west of the intersection of NW 140th St. (CR 241) and Peggy Rd. (Figure 2). The property is bound by residential properties to the east and west, and the Atlantic Coastline Railroad (CSX Transportation, Inc.) to the south. The Legacy Park Multipurpose Center is located to the north on the other side of Peggy Road, and Sandvik Mining and Rock Technology is located to the southeast on the other side of the railroad. An electrical transmission right-of-way traverses the southwestern portion of the property.

METHODOLOGY

The collection of data pertinent to this report included both a desktop review of available datasets and a site reconnaissance field visit to the property. Prior to visiting the site, Verde scientists reviewed available Geographic Information Systems (GIS) datasets to evaluate the potential presence of environmental resources within and adjacent to the subject property. The information obtained during the preliminary GIS review was considered while conducting the site visit. Conversely, the information collected during the site visit was incorporated into the information provided in this report.

Verde scientists conducted the site reconnaissance field visit on September 23rd and 26th, 2022. During this site visit, the subject property was thoroughly traversed on foot. The condition of onsite habitat, existing community structure, and direct or indirect observations (i.e., scat, tracks, burrows, nests, etc.) of wildlife, listed species and the extent of potential listed species habitats were recorded. Verde scientists evaluated onsite vegetative communities in accordance with the Florida Land Use, Cover, and Forms Classification System (FLUCCS, FDOT 1999) and the Florida Natural Areas Inventory (FNAI) natural communities. Photographs taken during the site reconnaissance visit are enclosed in Appendix A.

Review of Geographic Information Systems Data

Various GIS data and several maps were reviewed to aid in characterizing the subject property and to prepare for the field visit. This data included a U.S. Geological Survey (USGS) quadrangle (Figure 3); various aerial photographs; U.S. Department of Agriculture, Natural Resources Conservation Service soil maps; U.S. Fish and Wildlife Service, National Wetland Inventory (NWI);

Alachua County LiDAR elevation models; Federal Emergency Management Agency (FEMA) flood zones; and a Suwannee River Water Management District (SRWMD) Florida Land Use, Cover and Forms Classification System (FLUCCS) map.

Additionally, a site-specific Florida Natural Area Inventory (FNAI) Biodiversity Matrix Query was obtained for the property and adjacent areas (Appendix B). The results of the query were reviewed to evaluate the potential for listed species on and around the Peggy Road Tract, based on each species' known range, preferred habitats, and the condition of available habitat observed onsite. A site-specific Environmental Conservation Online System – Information for Planning and Consultation (ECOS-IPaC) list was obtained for the subject property to supplement and expand upon the results of the FNAI Biodiversity Matrix Query. Listed wildlife or plant species include those listed by the US Fish and Wildlife Service (FWS) as endangered, threatened, or under review for potential listing; and those listed by the Florida Fish and Wildlife Conservation Commission (FWC) as endangered, threatened or species of special concern.

Review of Aerial Photographs

Current (2020) true color aerial photographs were obtained from the Survey and Mapping Office of Florida Department of Transportation (FDOT), (https://www.fdot.gov/geospatial/aerialmain.shtm), to review the subject property and other parcels within its immediate vicinity (Figure 1). Additional aerial photographs dating to 1937 were also reviewed as part of this investigation to evaluate historical uses of the property and the potential presence of environmental resources. Photographs dated 2020, 2017, 2014, 2011, and 2008 are also available from FDOT. Photographs from 2004, 1999, and 1995 can be obtained from the Bureau of Survey and Mapping at the Florida Department of Environmental Protection (FDEP) as part of the Land Boundary Information System (LABINS) (http://www.labins.org). Scans of historical aerial photographs taken in 1979, 1974, 1968, 1961, 1956, 1955, 1949, and 1937 are maintained by the Map and Imagery Library at the University of Florida (http://www.ufdc.ufl.edu/aerials).

Literature Reviewed

The following literature and data sources were used to assist in preparing this report:

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Wunderlin, R. P., B. F. Hansen, A. R. Franck, and F. B. Essig. 2022. Atlas of Florida Plants (http://florida.plantatlas.usf.edu/). [S. M. Landry and K. N. Campbell (application development), USF Water Institute.] Institute for Systematic Botany, University of South Florida, Tampa. Available online. Accessed 10/21/22.

Field Assessment

Verde completed an ecological reconnaissance of the subject property on September 23rd and 26th, 2022. Our scientists conducted a thorough survey of the subject property by traversing the property's perimeter and walking meandering belt transects through the interior of the site. One hundred percent of the property was visually inspected during this site visit. Existing conditions both on-site and extending to 200 ft off-site (when possible) were identified and described. Observations of wildlife, including any rare or listed species and their potential habitats, were recorded. Our scientists also noted any additional natural resources or pertinent characteristics identified during the site visit. The weather on both days was mostly sunny with high temperatures in the mid to upper 80s and light, variable winds.

PHYSICAL SETTING

Site History

As part of this assessment, Verde reviewed historical aerial photographs to evaluate past uses of the subject property and adjacent parcels. These photographs can also be viewed by visiting the Map and Imagery Library at the University of Florida, LABINS, and the Survey and Mapping Office of FDOT. The Peggy Road Tract has been cleared and managed as improved pasture since at least 1937, which is the earliest available aerial photograph. Other than a gradual increase in canopy cover around the perimeter of the property and the appearance of the existing home circa 1974, there has been little to no noticeable changes to the property over time. Similarly, only minor changes can be seen in the area surrounding the subject property. The current alignments of both Peggy Rd. and the Atlantic Coastline Railroad can be seen in all available aerial photographs since 1937. Interstate 75 can first be seen in the photographs from 1968, and later photographs show the surrounding landscape gradually transitioning from predominantly agricultural land uses to the present-day mix of agriculture, residential, and industrial uses.

Soils

The majority of the site (over 95 percent) is mapped as Fort Meade Fine Sand, 0 to 5 Percent Slopes (Figure 4). This soil is described in the Alachua County Soil Survey as being a gently sloping well drained soil, typical of gently rolling uplands. The soil is further described as having a relatively uniform sandy texture to a depth of at 80 inches and a water table that is more than 72 inches below the soil surface. The Soil Survey states that dominant native vegetation historically observed on the Fort Meade Fine Sand included oaks (live, laurel, and water), pines (slash, loblolly, and longleaf), hickory, dogwood, holly, magnolia, and several varieties of grasses and sedges.

The other soil mapping unit, Arredondo Fine Sand, 5 to 8 Percent Slopes, is mapped as slightly extending onto the northeast portion of the property. This soil is described in the Alachua County Soil Survey as a sloping, well drained, upland soil with a water table more than 72 inches below the soil surface. The surface layers consist of sand, while the soil's substratum have sandy loam to sandy clay loam textures beginning at depths of approximately 50 inches below the surface. The Soil Survey

also notes that siliceous limestone boulders and sinks are occasionally found in some locations within this soil series. Natural vegetation of the Arredondo Fine Sand is noted to have included slash and longleaf pines, live and water oaks, hickory, dogwood, and various shrubs and grasses.

Landscape and Hydrology

The topography of the Peggy Road Tract can be described as gently rolling hills. The site's elevation ranges from approximately 64 to 96 feet NAVD-88 (Figure 5). The lowest elevations are generally found in the southern portions of the property and the highest elevations are found in the north. Available elevation data does not indicate the presence of excessively steep slopes or gullies (Figures 3 and 5).

There are no sources of water flowing onto the subject property from adjacent land uses. The subject property is located outside the 500-year floodplain as identified by FEMA. Additionally, no Special Flood Hazard Areas have been mapped within or adjacent to the subject property (Figure 6). Although the property is lower in elevation than the other surrounding parcels (Figure 5), the deep, well drained, sandy soils and physical barriers (Peggy Rd. to the north, I-75 to the west, and the Atlantic Coastline Railroad to the south) prevent stormwater during intense rain events from flowing onto the property either as overland sheet flow or shallow lateral subsurface flow through the soil. Additionally, a large offsite stormwater pond and linear roadside swale along the south side of Peggy Rd. intercepts any road runoff before it can enter the subject property. As a result, onsite hydrologic conditions are driven by direct rainfall, which quickly infiltrates into the soil. The potentiometric surface of the Upper Floridan Aquifer is mapped as being between 35 to 40 feet elevation in this area, approximately 30 to 50 feet below the soil surface.

Other Conservation, Recreation, or Ecologically Significant Lands

The City of Alachua owns approximately 130 acres along the north side of Peggy Rd. The City's property includes the Legacy Park Multipurpose Center and Playground, Alachua Splash Park, and Hal Brady Recreation Center. There are no other recreation, conservation, or preservation lands located on or adjacent to the subject property. The nearest conservation area, the San Felasco Hammock Preserve State Park, is located roughly 2 miles to the east southeast (Figure 7). Although not shown on Figure 7, the Mill Creek Sink is located approximately 1.5 miles to the north.

Land Use and Natural Communities

Four different land uses and natural communities were observed and mapped by Verde on the subject property (Figure 8). The site almost entirely consisted of an Improved Pasture (FLUCCS 2110) community. This land use is most similar to a dry prairie natural community, but the improved pasture is characterized as having a relatively low species and structural diversity as a result of active management and intense grazing pressure. The other three onsite land uses include Low Density, Fixed Single Family Units (FLUCCS 1110); Upland Hardwood Forests (FLUCCS 4200); and Roads and Highways (FLUCCS 8140).

Prior to conducting the field site visit, Verde scientists reviewed the SRWMD FLUCCS map as updated in 2017. In addition to the four land uses described onsite, seven other distinct land uses are found in close proximity (within 200 feet) to the subject property (see Table 1). Each land use/cover, and equivalent natural community are described below.

Table 1: Land use/cover and natural communities on and adjacent (within 200 ft.) of the Peggy Road Tract.

Land Use Code	Land Cover Code	Land Use Description	Land Cover Description	FNAI Natural Community	Location	Acres Onsite
1110	1940	Low Density, Fixed Single Family Units	Grass Surface	Dry Prairie	Onsite	1.3
1110	4200	Low Density, Fixed Single Family Units	Upland Hardwood Forests	Upland Hardwood Forest	Offsite (E and NW)	--
1550	1550	Other Light Industrial	Other Light Industrial	n/a	Offsite (SE)	--
1860	1860	Community Recreational Facilities	Community Recreational Facilities	Dry Prairie	Offsite (NE)	--
1900	3100	Open Land (Urban)	Herbaceous (Dry Prairie)	Dry Prairie	Offsite (SE)	--
2110	2110	Improved Pastures	Improved Pastures	Dry Prairie	Onsite	47.7
3100	3100	Herbaceous (Dry Prairie)	Herbaceous (Dry Prairie)	Dry Prairie	Offsite (N)	--
4200	4200	Upland Hardwood Forests	Upland Hardwood Forests	Upland Hardwood Forest	Onsite	3.8
4340	4340	Upland Mixed - Coniferous/Hardwood	Upland Mixed - Coniferous/Hardwood	Upland Hardwood Forest	Offsite (S)	--
8120	8120	Railroads	Railroads	n/a	Offsite (S)	--
8140	8140	Roads and Highways	Roads and Highways	n/a	Onsite	0.1

Low Density, Fixed Single Family Units (FLUCCS 1100) – +/-1.3 Acres Onsite

This land use can be subdivided into two different land-cover subsets based on the dominant vegetative form; grass surface (lawn) or upland hardwood forests. The onsite Low Density, Fixed Single Family land use includes a residential house and other auxiliary structures. The vegetative community was dominated by various graminoid and broadleaf forbs similar to those found in the adjacent improved pasture community. The groundcover stratum was dominated by bahia grass (*Paspalum notatum*), flat sedges (*Cyperus* spp.), tropical Mexican clover (*Richardia brasiliensis*), Florida betony (*Stachys floridana*), common day flower (*Commelina diffusa*), and Cuban jute (*Sida rhombifolia*). A sparse canopy of American sycamore (*Platanus occidentalis*), laurel oak (*Quercus laurifolia*), live oak (*Quercus virginiana*), China berry (*Melia azedarach*), and red cedar (*Juniperus virginiana*) were also seen scattered throughout the residential land use.

Forested areas of the Low Density, Fixed Single Family Units land use were located offsite to the east and west. The dominant vegetation within those offsite forests were similar to the Upland Hardwood Forests described below.

Other Light Industrial (FLUCCS 1550) – Offsite

This land use represents the Sandvik Mining and Rock Technology facility. The property is located to the southeast of the Peggy Road Tract on the other side of the Atlantic Coastline Railroad. Most of the facility consists of impervious surfaces. This land use does not provide any habitat for local wildlife.

Community Recreation Facilities (FLUCCS 1860) – Offsite

The City of Alachua owns approximately 130 acres along the north side of Peggy Rd. This Community Recreation Facilities land use includes the Legacy Park Multipurpose Center and Playground, Alachua Splash Park, and Hal Brady Recreation Center baseball fields. The property consists mostly of routinely mowed lawn. This land use does not provide any significant habitat for local wildlife.

Open Land (Urban) (FLUCCS 1900) – Offsite

This land use is found to the south of the Peggy Road Tract on the other side of the Atlantic Coastal Railroad, immediately west of the Sandvik facility. The vegetative community is likely maintained by routine mowing, although the specific management activity is not apparent in aerial photographs. This land use does not provide any habitat for local wildlife.

Improved Pasture (FLUCCS 2110) – +/-47.7 Acres Onsite

Most of the property is managed and actively grazed as improved pasture. This community was characterized by a sparse scattering of trees and a dense short groundcover stratum. The dense groundcover was dominated by bahia grass, Bermuda grass (*Cynodon dactylon*), tropical Mexican clover, thistle (*Cirsium* sp.), flat sedges, ragweed (*Ambrosia artemisiifolia*), prickly pear (*Opuntia mesacantha*), blackberry (*Rubus* sp.), sour paspalum (*Paspalum conjugatum*), tread softly (*Cnidoscolus stimulosus*), hairy indigo (*Indigofera hirsuta*), three-flower tick trefoil (*Grona triflora*), fleabane (*Erigeron* sp.), slim-leaf pawpaw (*Asimina angustifolia*), big-flower pawpaw (*Asimina obovata*), dwarf pawpaw (*Asimina pygmea*), showy rattlebox (*Crotalaria spectabilis*), common day flower, Cuban jute, sweet everlasting (*Pseudognaphalium obtusifolium*), and Jimson weed (*Datura stramonium*). Scattered throughout the pasture were individual or small clusters of live oak, pecan (*Carya illinoinensis*), laurel oak, China berry, and Hercules club (*Zanthoxylum clava-herculis*). While this community could provide suitable grazing habitat for large herbivores, it otherwise provides poor wildlife habitat as a result of low species diversity and minimal vertical cover and structure.

Herbaceous (Dry Prairie) (FLUCCS 3100) – Offsite

This land use is located offsite to the north of Peggy Rd. It is adjacent to the Legacy Park Multipurpose Center described above and is part of the larger City-owned property. Similar to the Community Recreation Facilities, this land use appears to be maintained as lawn. This land use does not provide any significant habitat for local wildlife.

Upland Hardwood Forests (FLUCCS 4200) – +/-3.8 Acres Onsite

This community is found around the perimeter of the Peggy Road Tract as well as a small forested area in the southeast corner of the property. The Upland Hardwood Forest habitats consisted of a closed canopy, relatively dense understory/shrub stratum, and sparse groundcover layer. Non-native, invasive exotic plant species were abundant in both the canopy and understory strata, and numerous vines have grown to cover many of the area's shrubs and tree saplings. Dominant vegetation included: live oak, laurel oak, camphor tree (*Cinnamomum camphora*), China berry, black cherry (*Prunus serotina*), sugar berry (*Celtis laevigata*), Chinese tallow tree (*Triadica sebifera*), loquat (*Eriobotrya japonica*), red cedar, mulberry (*Morus* sp.), heavenly bamboo (*Nandina domestica*), cabbage palm (*Sabal palmetto*), American beautyberry (*Callicarpa americana*), coral ardisia (*Ardisia crenata*), elderberry (*Sambucus nigra*), Carolina laurel cherry (*Prunus caroliniana*), air potato (*Dioscorea bulbifera*), trumpet creeper (*Campsis radicans*), yellow jessamine (*Gelsemium sempervirens*), grapevine (*Vitis* sp.), green brier (*Smilax* sp.), Texas wax-mallow (*Malvaviscus arboreus*), ebony spleenwort (*Asplenium platyneuron*), and maiden fern (*Thelypteris* sp.). This land use is strongly influenced by forest edge effects, which promote abundant vine and shrub/sapling. As a result, the habitat provides less value for local wildlife that typically utilize interior habitats of large, contiguous forests. The Upland Hardwood Forests found on and around the Peggy Road Tract do not provide any significant habitat for local wildlife.

Upland Mixed – Coniferous/Hardwood (FLUCCS 4340) – Offsite

This community is located south of the subject property on the south side of the Atlantic Coastline Railroad. The species composition is similar to that of the Upland Hardwood Forests described above, but habitat is characterized as having an open to moderately closed canopy and denser groundcover strata. This land use does not provide any significant habitat for local wildlife.

Railroads (FLUCCS 8120) – Offsite

This land use is represented by the Atlantic Coastline Railroad that parallels the southern boundary of the Peggy Road Tract. This land use does not provide habitat for local wildlife.

Roads and Highways (FLUCCS 8140) – +/-0.1 Acres Onsite

This land use includes both Peggy Rd. and I-75. A small portion of the Peggy Road right-of-way is included onsite in the northeast corner of the property. This land use does not provide habitat for local wildlife.

Wildlife Utilization

Verde scientists observed (directly or indirect evidence of) white tailed deer (*Odocoileus virginianus*), black racer (*Coluber constrictor*), eastern gray squirrel (*Sciurus carolinensis*), nine-banded armadillo (*Dasypus novemcinctus*), and red fox (*Vulpes vulpes*) during site visits to the property. Provided the property's location and condition of onsite habitats, there is potential for raccoon (*Procyon lotor*), Virginia opossum (*Didelphis virginiana*), turkey (*Meleagris gallopavo*), and various other woodpeckers, songbirds, small mammals, reptiles, and amphibians to also utilize the site.

POTENTIAL REGULATED RESOURCES

Geologic Features

While no limestone outcrops were encountered during Verde's site visit, a pile of limestone rocks were found along Peggy Rd. in the northeast corner of the property. It appeared that these stones were stockpiled in a linear pile possibly in conjunction with construction or other work along Peggy Rd. These rocks were covered by a small trees and numerous vines in the canopy and understory strata. The feature did not provide unique habitat.

Several depressions were observed in this same area along Peggy Rd (Figure 9). One larger depression, approximately 60 to 75 feet in diameter and 6 to 8 feet deep, was located along the northern property boundary. The side slopes appeared stable and several large trees (greater than 16-inch diameter) were seen growing within and around the feature. The other smaller depressions (Depressions 1-5) found in the northeast corner of the property were round to irregularly shaped, less than 25 feet in diameter and 2 to 5 feet deep. Depressions 2 and 4 were round shallow depressions with gradual side slopes, while depressions 1, 3, and 5 were up to 5 feet deep and included one or more steep side slopes with a clayey sand or sandy clay texture. Vegetation within and around these features was the same as that found in the surrounding community, and the depressions did not appear to provide unique habitat for epipetric plant species. No geotechnical analyses were performed as part of this effort.

No other notable depressions were found throughout the remainder of the property. While available topographic data does show a couple concentric contours in the southeast and southwest corners of the property, these areas were little more than low spots within the property's rolling topography.

The vegetation within these areas did not differ from the adjacent community, and no steep slopes, limestone, or chimneys were observed in the field.

Based on available data and maps published by Alachua County, the Floridan aquifer is unconfined at this location, and the property is located within the high-vulnerability zone and high aquifer recharge areas. However, no site-specific soil boring information was obtained for this effort.

Historical and Paleontological Resources

Data from the Florida Department of State, Florida Master Site File were used to determine the presence of any previously recorded historical or archeological resources within, or adjacent to, the subject property. Review of the Master Site File identified no historic structures on the subject property. The Atlantic Coastline Railroad was identified in the State Historic Preservation Office GIS dataset of resource groups; however it was noted as being ineligible for listing in the National Registry of Historic Places due to a lack of sufficient historic significance and architectural distinction. No structures or other indications of potential historical and paleontological resources were observed onsite. However, no archeological investigations were performed in conjunction with this effort.

Wetlands and Surface Waters

No wetlands, natural ponds, lakes, streams, or springs were found on the subject property. In addition, no onsite or adjacent wetland communities were identified by the NWI or the SRWMD FLUCCS datasets, and no hydric soils are mapped onsite (Figure 6).

Surface Water or Wetland Buffers

As stated above, no wetlands or surface waters were encountered onsite.

Significant Plant and Wildlife Habitat

The existing conditions observed both on and adjacent to the subject property do not represent significant habitats. The species composition and community structure of habitat observed in the field is typical for improved pasture and hardwood forest communities surrounded by rural residential development, light industry and other transportation/utility land uses. In general, species and structural diversity is low as a result of past/present management, and persistent cattle grazing. Although the hardwood forest found around the perimeter of the property could be considered natural in origin and not intensively managed, the narrow forest is largely influenced by edge effects, which alter both vegetative composition and structure. Due to edge effects and surrounding land uses, several invasive exotic plant species have become established within the onsite hardwood forest community. These species (e.g. coral ardisia, camphor tree, Chinese tallow tree, Chine berry, heavenly bamboo, and air potato) displace native species and alter the density and structure of the various vegetative strata. Overall, the onsite habitats provide minimal value to local wildlife compared to a fully functional, fire maintained, pine flatwoods community, which would have historically existed in the area.

Listed Plant Species and Their Habitats

No listed plant species or their preferred habitats were observed on site. The site-specific FNAI Biodiversity Matrix Query identified seven State-listed plant species as potentially occurring in the area. These include the incised groove-bur (*Agrimonia incisa*), many-flowered grass-pink (*Calopogon multiflorus*), hartwrightia (*Hartwrightia floridana*), Florida spiny-pod (*Matelea floridana*), Florida

mountain-mint (*Pycnanthemum floridanum*), Florida willow (*Salix floridana*), and silver buckthorn (*Sideroxylon alachuense*), all of which are listed as either Endangered or Threatened in the State of Florida. Species are returned as "potentially occurring" if the queried area is located within the known range of the species but no individuals have been documented on the property or within the local landscape. Although the Peggy Road Tract is located within the accepted range of these seven listed plant species, it is unlikely that they would be found onsite due to a lack of suitable habitat and current and past land management practices. The habitat requirements of these species are discussed in more detail below.

Incised Groove-Bur (Threatened: State)

This species is primarily observed in fire-maintained pine-oak forests. Periodic fires within these habitats would maintain a moderately open canopy with small forest openings dominated by a dense groundcover stratum of forbs and grasses. The incised groove bur could also be found within forest openings that can develop because of natural canopy tree mortality or windfall, but only if a suitable seedbank exists (i.e. as long as the seed bank includes forb and graminoid species, rather than consisting primarily of tree and vine species). It is unlikely that incised groove-bur would be found onsite due to a lack of the species' preferred habitat and the species' likely absence from the existing seed bank (the property has been maintained as pasture since at least 1937).

Many-Flowered Grass-Pink (Threatened: State)

The Peggy Road Tract does not provide suitable habitat for the many-flowered grass-pink. This species is most often found within flatwoods habitats (both mesic and wet flatwoods) in association with longleaf pine (*Pinus palustris*), saw palmetto (*Serenoa repens*), three-awn-grass (*Aristida* sp.), and various other forb and graminoid species. No such habitats exist onsite. It is unlikely that the many-flowered grass-pink would be found onsite due to current and past land management practices.

Hartwrightia (Threatened: State)

The species is found in mesic to wet flatwoods, bogs, bayheads, and other open seepage areas. None of these habitats were not found on the subject property. Thus, it is unlikely that hartwrightia would be found onsite.

Florida Spiny-Pod (Endangered: State)

This species can potentially be found within a variety of habitats ranging from mesic hammocks to dry hardwood or mixed hardwood-conifer forests, often in association with recently formed canopy openings. The Florida spiny-pod would not be found within the improved pasture land use. Additionally, it is also unlikely that this species would be found in the forested habitats found onsite. The forested habitats lack canopy openings, and it is unlikely that sufficient gaps would form due to the dense understory of shrubs, saplings and invasive exotic tree species. Furthermore, it is unlikely that the Florida spiney pod would be present in the existing seed bank as a result of the subject property and the surrounding landscape being historically managed as improved pasture for much of the last century (prior to 1937 through at least the mid-1970s). Thus, it is unlikely that the Florida spiny-pod would be found onsite.

Florida Mountain-Mint (Threatened: State)

The Florida mountain-mint is primarily found in wet flatwoods, openings in wetland forests, or edges along swamps. The species is also occasionally association within floodplains or stream banks, where

openings in the canopy support a dense groundcover stratum. These habitats were not found onsite, and it is unlikely that the Florida mountain mint would be found on the subject property.

Florida Willow (Endangered: State)

It is unlikely that the Florida willow would be found on the Peggy Road Tract. The Florida willow is found along spring-fed rivers and streams, bottomland forests, swamps and wet hammocks with consistent hydroperiods. These habitats are not found on the subject property.

Silver Buckthorn (Endangered: State)

The Peggy Road Tract does not provide suitable habitat for the silver buckthorn. This species is found within calcareous upland forests, most often around limestone sinks or shell middens. No limestone sinks or shell middens were found onsite.

Wagner's spleenwort, ruffled spleenwort, and Curtiss' spleenwort (not listed)

The FNAI Biodiversity Matrix Query also identified three additional rare spleenwort species as potentially occurring in the area. These species included Wagner's spleenwort (*Asplenium heteroresiliens*), ruffled spleenwort (*Asplenium plenum*), and Curtiss' spleenwort (*Asplenium x curtissii*). It is unlike that these three species would be found onsite. Like many other spleenworts, these three species are epipetric and are found on exposed limestone or calcareous soils typically found in close association with mesic hammocks. That community and soil type were not found on the subject parcel, and while Verde scientists did observe a pile of limestone rocks in the northeast corner of the property, no herbaceous vegetation was seen growing on the rocks due to shading by the dense canopy, understory and vine strata. It is unlikely that the Wagner's spleenwort, ruffled spleenwort, or Curtiss' spleenwort would be found on the subject property.

Listed Wildlife Species and Their Habitats

No listed animal species were observed during this effort. The FNAI Biodiversity Matrix Query returned one listed species, the eastern indigo snake (*Drymarchon couperi*), as likely occurring within the area (i.e. the snake has been documented near, but not on the property or adjacent parcels). The matrix query also identified the Florida sandhill crane (*Antigone canadensis pratensis*), Florida burrowing owl (*Athene cunicularia floridana*), gopher tortoise (*Gopherus polyphemus*), short-tailed snake (*Lampropeltis extenuata*), gopher frog (*Rana capito*), Florida mouse (*Podomys floridanus*), and Sherman's fox squirrel (*Sciurus niger shermani*) as species that could potentially be found in the area. In addition to these eight species, the ECOS-IPaC list obtained for the subject property returned the Eastern black rail (*Laterallus jamaicensis* ssp. *jamaicensis*), wood stork (*Mycteria americana*), and monarch butterfly (*Danaus plexippus*) as other listed species potentially occurring in the area.

These species returned by the FNAI Biodiversity Matrix Query and the ECOS-IPaC list would not likely utilize the property to any significant extent due to current property management and general lack of preferred habitat. The habitat requirements of each species, and their potential to be found onsite, is discussed in more detail below.

Eastern Indigo Snake (Threatened: Federal and State)

There is little potential for indigo snakes to occupy this site due to the lack of suitable habitat on the property. The species commonly feeds in wetlands during summer months, while also requiring burrows within sandy, upland habitats for overwintering. Indigo snakes are most often observed as commensal species with gopher tortoises, utilizing tortoise burrows during winter months. The lack

of suitable foraging habitat and the absence of tortoise burrows on the property decreases the likelihood of indigo snakes utilizing the property.

Florida Sandhill Crane (Threatened: State)

No cranes were observed onsite during the site visit. Florida sandhill cranes are frequently observed within wet prairies, freshwater marshes and pasturelands, often foraging within the transitional zones between the deeper marshes and adjacent prairies and pastures. The well drained soils found throughout the subject property preclude it's use as foraging habitat for the Florida sandhill crane.

Florida Burrowing Owl (Threatened: State)

No burrowing owls were observed during the site visit. The species prefers high, well drained, sparsely vegetated sandy habitat such as those found in dry prairie and sandhill habitats. However, burrowing owls are also often found in ruderal habitats (e.g. airports, vacant fields, road rights-of-way, and open fence lines) provided the area has a sparsely vegetated canopy or the canopy is entirely absent. Although the species may utilize human dominated habitats, such sites bring additional threats to burrowing owl survival. Predation by non-native predators (e.g. cats, dogs, and rats), as well as artificially large populations of urbanized racoons, is considered to represent a high degree of threat to eggs, young, and owls. Additionally, cattle grazing can potentially collapse burrows. Therefore, while the improved pasture community found onsite could provide potential habitat for burrowing owls, the species is not currently present and the potential for future inhabitation of the subject property could remain low.

Gopher Tortoise (Threatened: State)

No gopher tortoises were observed during the site visit, and while the soils and groundcover vegetation found within the improved pasture community are suitable gopher tortoise habitat, the current land use may preclude near-term tortoise utilization of the site. Tortoises prefer dry, well drained, sandy habitats dominated by herbaceous vegetation and a sparse canopy or shrub stratum. The onsite improved pasture community meets these preferred conditions. However, frequent trampling and intense grazing may restrict the ability for tortoises to create and maintain burrows onsite. Furthermore, the Atlantic Coastline Railroad, Peggy Rd., I-75, and, to a lesser extent, the hardwood forest surrounding the property serve as physical barriers to tortoise mobility and the species' ability to colonize the subject property. Therefore, future tortoise utilization of the subject property may remain unlikely. Regardless, due to the well-drained soils and herbaceous vegetative community found in the improved pasture, it will likely be necessary to perform an updated tortoise survey prior to any potential construction onsite. Potential impacts of development on gopher tortoises are regulated by the FWC, and the results of a full gopher tortoise survey are only valid for a period of 90 days. If earthwork does not commence within 90 days, then the full gopher tortoise study will need to be redone.

Short-Tailed Snake (Threatened: State)

The short-tailed snake prefers dry sandhill, xeric hammock, sand pine scrub or other similar sandy habitats with a relatively open or absent canopy. This type of habitat is not found on the subject property; therefore, it is unlikely that short-tailed snakes would be found onsite.

Gopher Frog (recently de-listed: State)

There is little potential for gopher frogs to occupy the site due to the lack of their preferred habitat, dry sandhill and scrub. Additionally, like the indigo snake, gopher frogs are frequently observed as

commensal species with gopher tortoises, utilizing tortoise burrows as shelter during the day. The lack of tortoise burrows on the property further decreases the likely hood of gopher frogs inhabiting the property's uplands.

Florida Mouse (recently de-listed: State)

The Florida mouse has been primarily or exclusively documented in fire-maintained xeric habitats over deep, well-drained, sandy soils. The presence of this species is unlikely due to the lack of these habitats onsite.

Southeastern Fox Squirrel (Delisted: State)

The Sherman's fox squirrel prefers mature, fire maintained longleaf pine-turkey oak sandhills and/or flatwoods. It is unlikely that fox squirrels will reside on the property due to the lack of preferred habitat.

Eastern Black Rail (Threatened: Federal)

The subject property does not contain habitat that would support the eastern black rail. The species is found within herbaceous wetland communities such as salt marsh, wet prairie, basin marsh, and riparian marsh along river and lake edges.

Wood Stork (Threatened: State and Federal)

Wood storks would not utilize the habitats found on the subject property. Nesting of the species frequently occurs in woody vegetation above standing water, and foraging generally occurs in open water 5–40 cm (2–15 in.) deep that is relatively free from herbaceous vegetation. No wetlands were found onsite; therefore the wood stork would not be found on the subject property.

Monarch Butterfly (Candidate for Listing: Federal)

The habitats on the subject property do not provide significant habitat for the monarch butterfly. While adult butterflies feed on nectar from a variety of flowers, monarch caterpillars feed exclusively on milkweed (*Asclepias* spp.). No milkweed plants were observed onsite, and the property generally lacks significant numbers of other flowering plants as a result of current land use and management that promotes the dominance of various turf grasses and other graminoids.

Eagles

No bald eagles or potential eagle nests were observed on or adjacent to the subject property. Prior to the site visit, Verde scientists reviewed the Florida Fish and Wildlife Conservation Commission's (FWC) eagle nest database and the Audubon EagleWatch nest location dataset to identify any known eagle nests within the area. The database review identified the closest record of a bald eagle (*Haliaeetus leucocephalus*) nest occurrence to be over 4 miles to the east-southeast of the property.

CONCLUSION AND CONSIDERATIONS

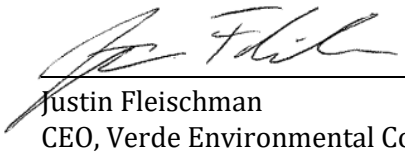
The subject property does not include any wetlands, surface waters, flood zones, significant plant or wildlife habitat, listed species, or potential listed species habitat that could require special protection. In general, the land use and natural communities found onsite are of poor quality and do not provide exceptional habitat for local wildlife, nor do they provide suitable habitat for rare or listed flora or fauna. Furthermore, none of the property is mapped as a special flood hazard zone; no wetlands, surface waters, or water conveyance features were found onsite; and the well-drained soils found

throughout the property generally preclude the production of runoff or sheet-flow during most rainfall events. However, this assessment did identify three items that would require attention during potential development of the site.

- The site is considered to be located within a high natural groundwater recharge area. As such, development may be required to comply with specific stormwater management system design and treatment considerations.
- Several small depressions were found within the northeast corner of the property. Although these features do not provide significant habitat, further geotechnical investigations may be necessary to evaluate the condition of underlying limestone.
- The property is actively farmed and has been managed as improved pasture since at least 1937. No gopher tortoises were found onsite, and we believe future colonization of the property by tortoises remains low as a result of current land use and management of the subject property and surrounding landscape. However, the results of a full gopher tortoise survey are only valid for a period of 90 days. If earthwork does not commence within 90 days, then the full gopher tortoise study may need to be redone.

SIGNATURES AND QUALIFICATIONS

I, Justin Fleischman, declare that, to the best of my professional knowledge and belief, I am qualified to complete this Natural Resource Assessment. I coordinated and supervised the data collection and database review necessary to complete this assessment. I believe all the information provided above to be true as of the date of the site reconnaissance visits and the date of this report.



October 21, 2022

Justin Fleischman — Date

CEO, Verde Environmental Co.

Principal Environmental Scientist

Mr. Justin Fleischman, CEO of Verde Environmental Co., has over 15 years of professional experience managing and reviewing environmental projects. He specializes in environmental permitting, wetland assessment and mitigation, listed species surveys, habitat restoration, ecohydrology, and environmental monitoring. Mr Fleischman holds an M.S. in Ecological Engineering/Systems Ecology from the University of Florida and a B.S. in Ecosystem Restoration and Management from the University of Wisconsin – Stevens Point.

Additional Personnel

Mr. Scott Blanford, COO of Verde Environmental Co. assisted and was under the responsible charge of Mr. Justin Fleischman for this Natural Resource Assessment. Mr. Blanford conducted supplemental data review and mapping of historical aerial imagery under the supervision of Mr. Fleischman in accordance with practice standards. Mr. Blanford holds a B.S. in Natural Resource Management from the University of Florida, and over 15 years of experience in the environmental consulting industry.

FIGURES

Peggy Road Tract

Natural Resource Assessment
October 2022

Alachua County Parcels Number:
03865-000-000, 03924-000-000, and
03917-200-002

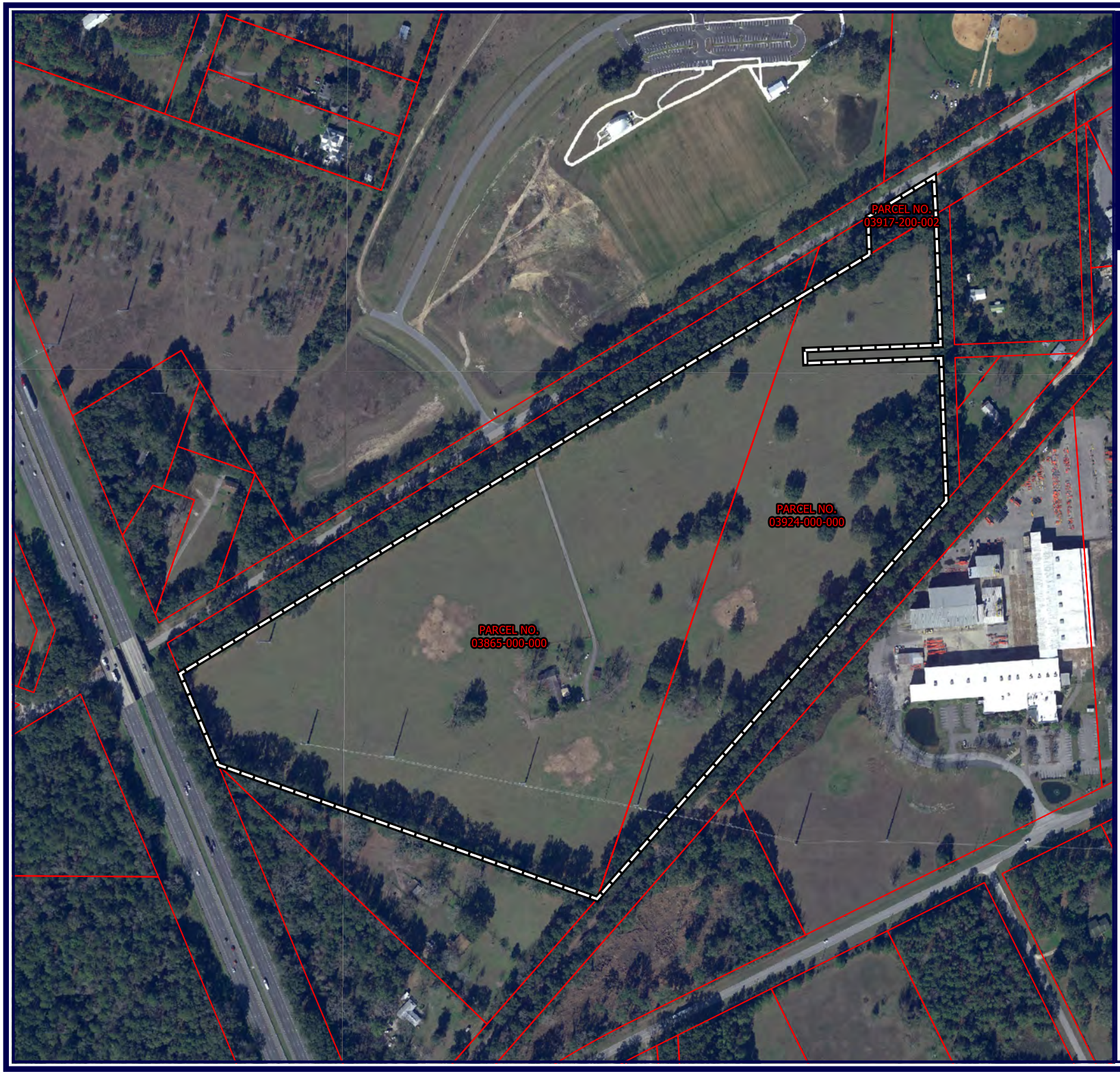


FIGURE 1: PARCEL BOUNDARIES
PEGGY ROAD TRACT
ALACHUA, FLORIDA
ALACHUA COUNTY PARCELS:
03865-000-000, 03924-000-000,
AND 03917-200-002
2020 TRUE COLOR AERIAL

0 200 400 FT

1:4800

N

LEGEND

PROJECT BOUNDARY

ALACHUA COUNTY PARCELS (FDOR, 2022)

VERDE ENVIRONMENTAL

DATA SOURCES: ALACHUA CO., SRWMD, USGS/NHD, USFWS, NRCS, FL DOT, FDOR, FDEP, FGDL AND VERDE.
DATA ARE PROVIDED "AS IS". ACREAGES ARE APPROXIMATE AND GIS DERIVED.
SCALED FOR PRINTING ON 8.5X11" PAPER.

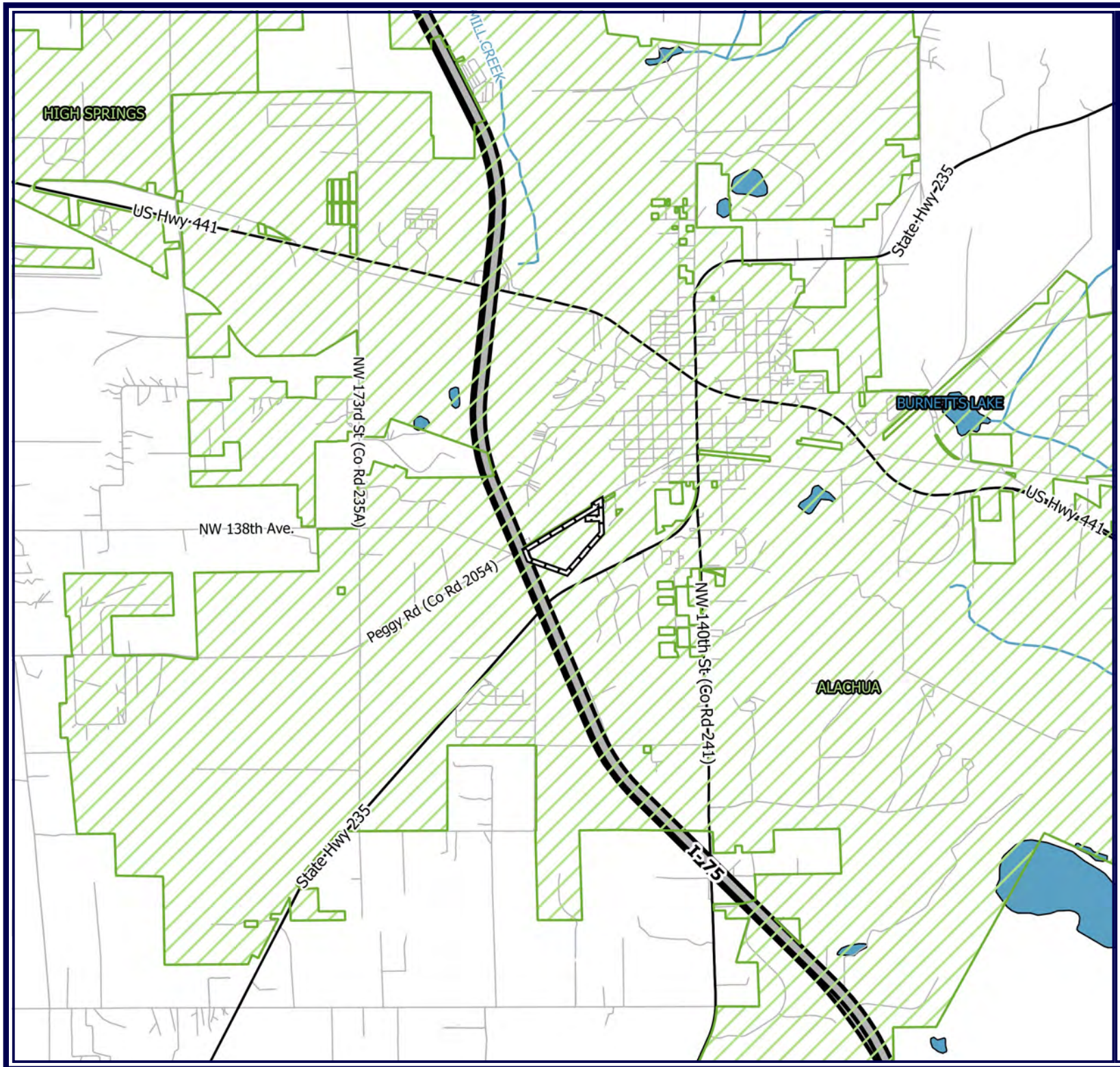


FIGURE 2: LOCATION
PEGGY ROAD TRACT
ALACHUA, FLORIDA
ALACHUA COUNTY PARCELS:
03865-000-000, 03924-000-000,
AND 03917-200-002

0 2000 4000 FT

1:48000

N

LEGEND

- PROJECT BOUNDARY
- CITY LIMITS
- INTERSTATES
- HIGHWAYS
- STREETS
- STREAMS (NHD)
- WATER BODIES (NHD)

VERDE ENVIRONMENTAL

DATA SOURCES: ALACHUA CO., SRWMD, USGS/NHD, USFWS, NRCS, FL DOT, FDOR, FDEP, FGDL AND VERDE.
DATA ARE PROVIDED "AS IS". ACREAGES ARE APPROXIMATE AND GIS DERIVED.
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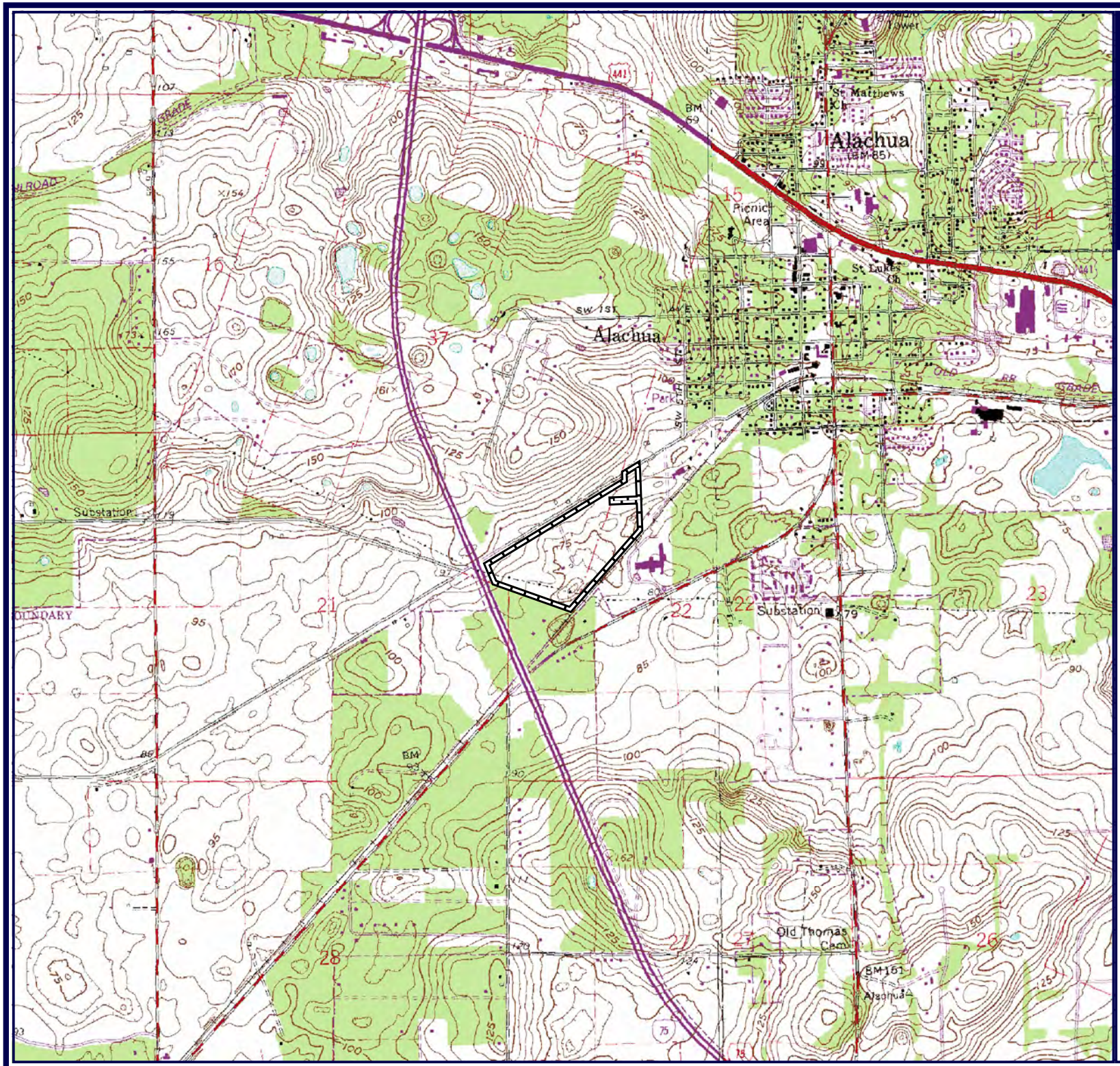

FIGURE 3: USGS 24K TOPOQUAD
PEGGY ROAD TRACT
ALACHUA, FLORIDA
ALACHUA COUNTY PARCELS:
03865-000-000, 03924-000-000,
AND 03917-200-002

0 1000 2000 FT

1:24000

N

LEGEND

PROJECT BOUNDARY

VERDE ENVIRONMENTAL

DATA SOURCES: ALACHUA CO., SRWMD, USGS/NHD, USFWS, NRCS, FL DOT, FDOR, FDEP, FGDL AND VERDE. DATA ARE PROVIDED "AS IS". ACREAGES ARE APPROXIMATE AND GIS DERIVED.
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FIGURE 4: NRCS SOILS
PEGGY ROAD TRACT
ALACHUA, FLORIDA
ALACHUA COUNTY PARCELS: 03865-000-000, 03924-000-000, AND 03917-200-002
2020 TRUE COLOR AERIAL

0 200 400 FT

1:4800

N

LEGEND

PROJECT BOUNDARY

SOIL MAPPING UNITS (NRCS, OCT. 2021)

VERDE ENVIRONMENTAL

SYMBOL	MAPPING UNIT NAME	HYDRIC RATING?	DRAINAGE CLASS	FLOOD FREQUENCY	ACRES ONSITE
5	FORT MEADE FINE SAND, 0 TO 5 PERCENT SLOPES	NO	WELL DRAINED	NONE	51.5
69	ARREDONDO FINE SAND, 5 TO 8 PERCENT SLOPES	NO	WELL DRAINED	NONE	1.4

DATA SOURCES: ALACHUA CO., SRWMD, USGS/NHD, USFWS, NRCS, FL DOT, FDOR, FDEP, FGDL AND VERDE. DATA ARE PROVIDED "AS IS". ACREAGES ARE APPROXIMATE AND GIS DERIVED. SCALED FOR PRINTING ON 8.5X11" PAPER.

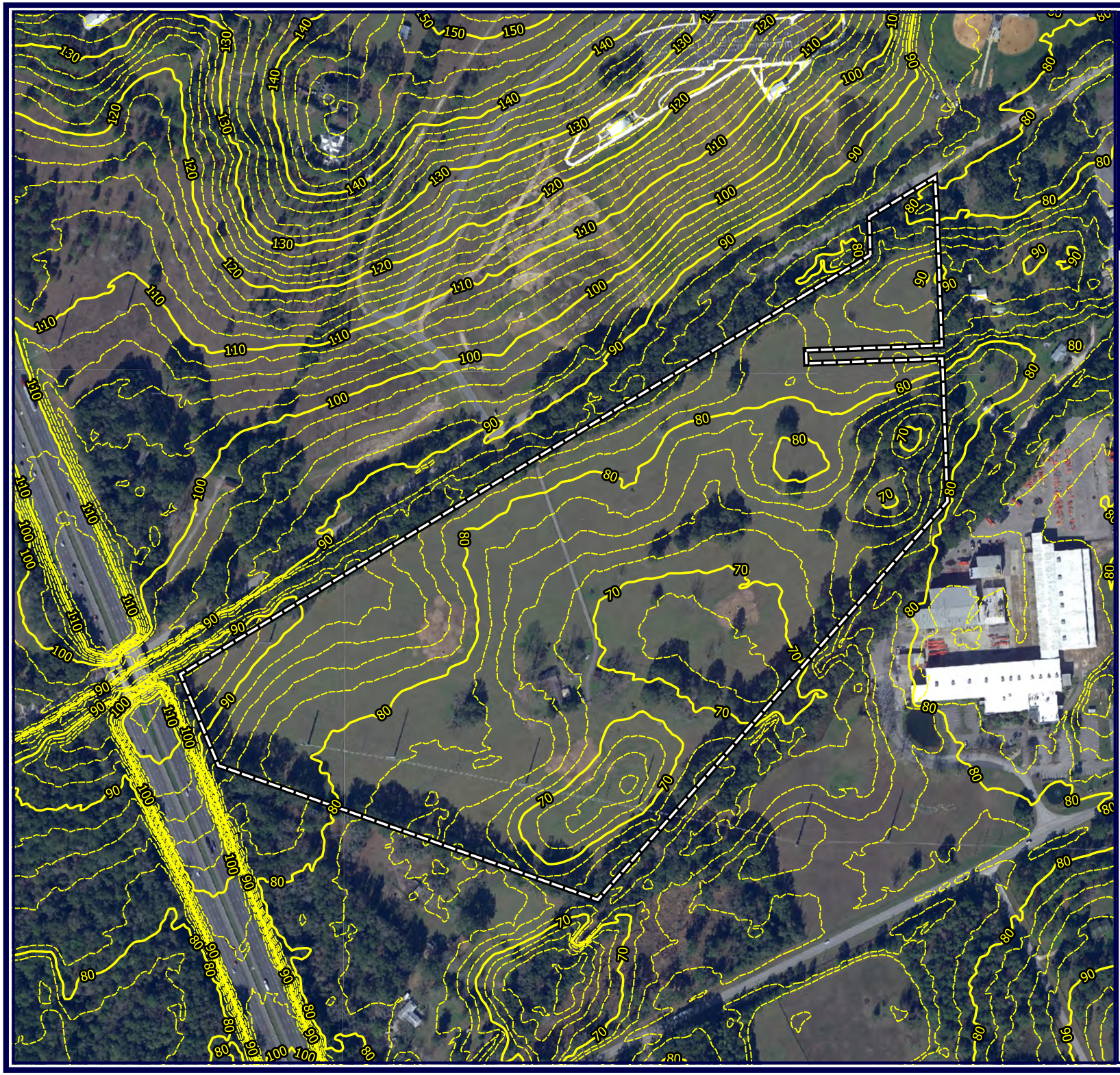

FIGURE 5: TOPOGRAPHY (LiDAR)
PEGGY ROAD TRACT
ALACHUA, FLORIDA
ALACHUA COUNTY PARCELS:
03865-000-000, 03924-000-000,
AND 03917-200-002
2020 TRUE COLOR AERIAL

0 200 400 FT

1:4800

N

LEGEND

PROJECT BOUNDARY

ELEVATION (FT-NAVD88)
ALACHUA CO. LiDAR 2001

INDEX CONTOUR (10-FT)

MINOR CONTOUR (2-FT)

VERDE ENVIRONMENTAL

DATA SOURCES: ALACHUA CO., SRWMD, USGS/NHD, USFWS, NRCS, FL DOT, FDOR, FDEP, FGDL AND VERDE. DATA ARE PROVIDED "AS IS". ACREAGES ARE APPROXIMATE AND GIS DERIVED.
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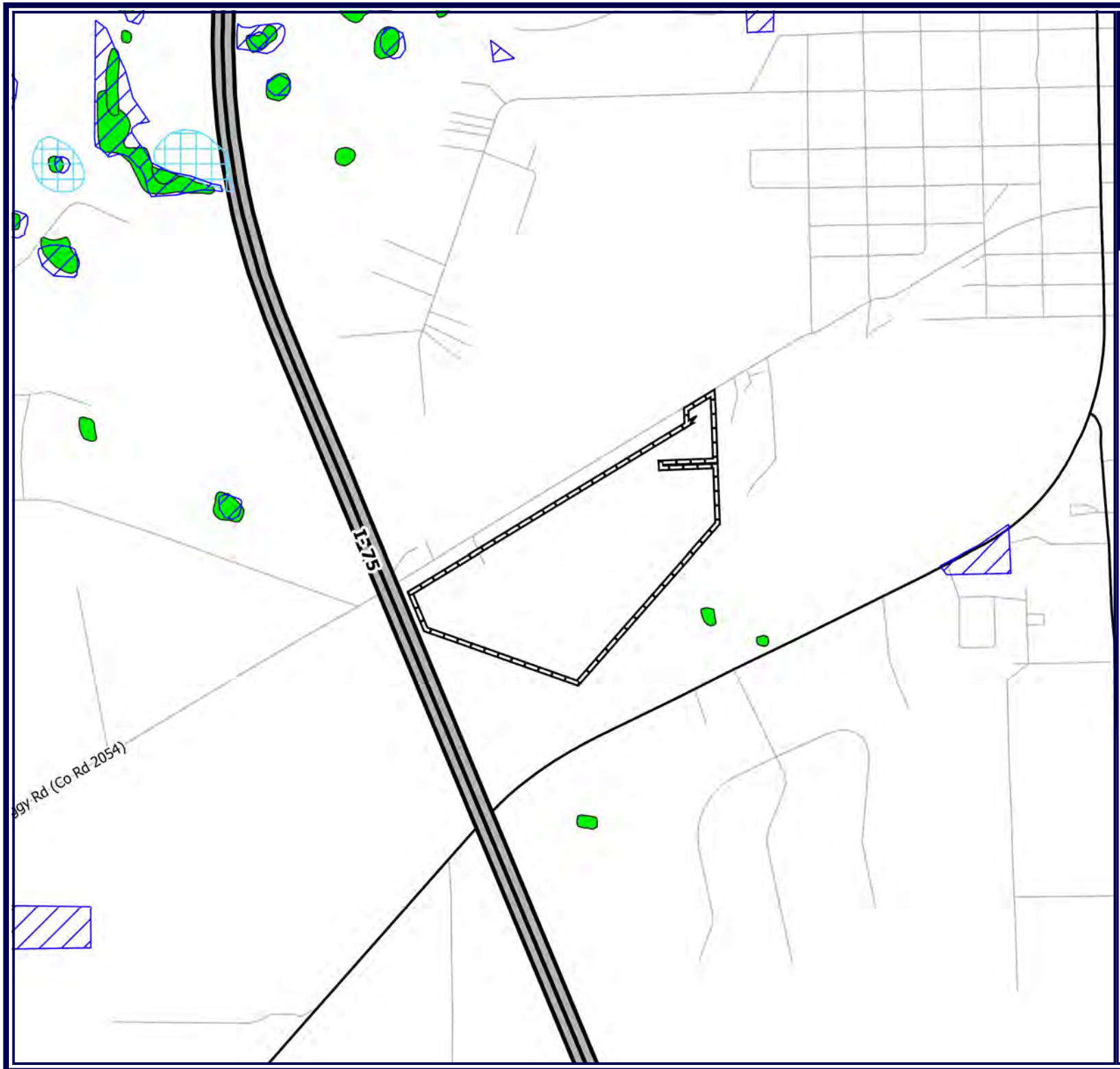

FIGURE 6: HYDROLOGIC FEATURES
PEGGY ROAD TRACT
ALACHUA, FLORIDA
ALACHUA COUNTY PARCELS: 03865-000-000, 03924-000-000, AND 03917-200-002

0 500 1000 FT

1:12000

N

LEGEND

- PROJECT BOUNDARY
- INTERSTATES
- HIGHWAYS
- STREETS
- WETLANDS AND SURFACE WATERS (SRWMD, FLUCCS, 2017)
- NATIONAL WETLAND INVENTORY WETLANDS (FWS, MAR. 2022)
- HYDRIC SOILS AND WATER (NRCS, OCT. 2021)

VERDE ENVIRONMENTAL

DATA SOURCES: ALACHUA CO., SRWMD, USGS/NHD, USFWS, NRCS, FL DOT, FDOR, FDEP, FGDL AND VERDE. DATA ARE PROVIDED "AS IS". ACREAGES ARE APPROXIMATE AND GIS DERIVED.
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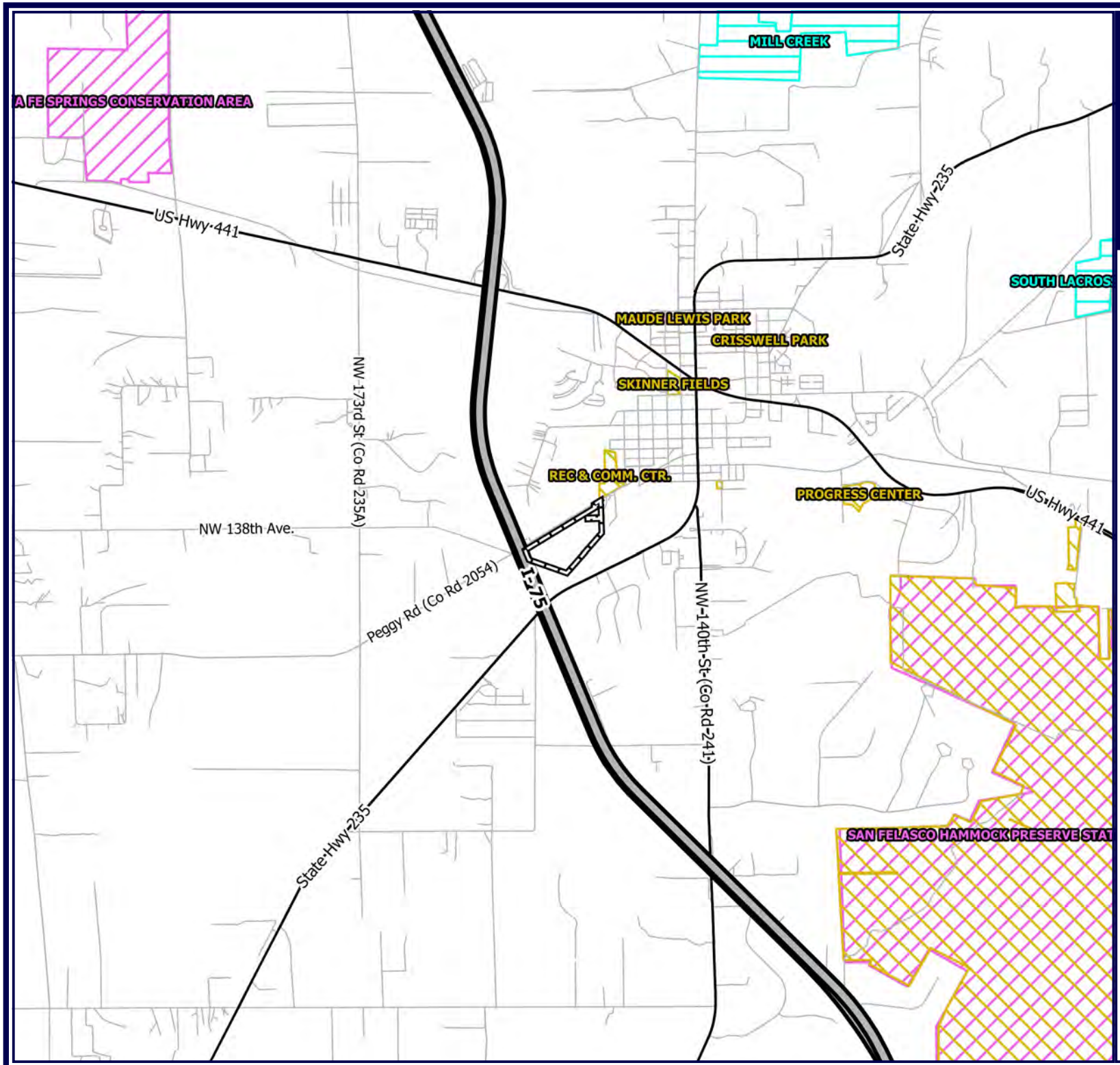

FIGURE 7: STRATEGIC ECOSYSTEMS AND OTHER CONSERVATION OR RECREATION AREAS
PEGGY ROAD TRACT
ALACHUA, FLORIDA
ALACHUA COUNTY PARCELS: 03865-000-000, 03924-000-000, AND 03917-200-002

0 2000 4000 FT

1:48000

N

LEGEND

- PROJECT_BOUNDARY
- INTERSTATES
- HIGHWAYS
- STREETS
- MANAGED AREA (INCL: FED/STATE/COUNTY PARKS/FORESTS/WMA AND WMD LANDS (FNAI 2017))
- OTHER PARKS AND RECREATION AREAS (FDOT 2006)
- STRATEGIC ECOSYSTEMS (KBN ECOLOGICAL INVENTORY)

VERDE ENVIRONMENTAL

DATA SOURCES: ALACHUA CO., SRWMD, USGS/NHD, USFWS, NRCS, FL DOT, FDOR, FDEP, FGDL AND VERDE.
DATA ARE PROVIDED "AS IS". ACREAGES ARE APPROXIMATE AND GIS DERIVED.
SCALED FOR PRINTING ON 8.5X11" PAPER.

FLUCCS	LAND USE DESCRIPTION	ACRES ONSITE	NATURAL COMMUNITY DESCRIPTION (FNAI)
1110	LOW DENSITY, FIXED SINGLE FAMILY UNITS	1.3	DRY PRAIRIE
2110	IMPROVED PASTURES	47.7	DRY PRAIRIE
4200	UPLAND HARDWOOD FORESTS	3.8	UPLAND HARDWOOD FOREST
8140	ROADS AND HIGHWAYS	0.1	n/a

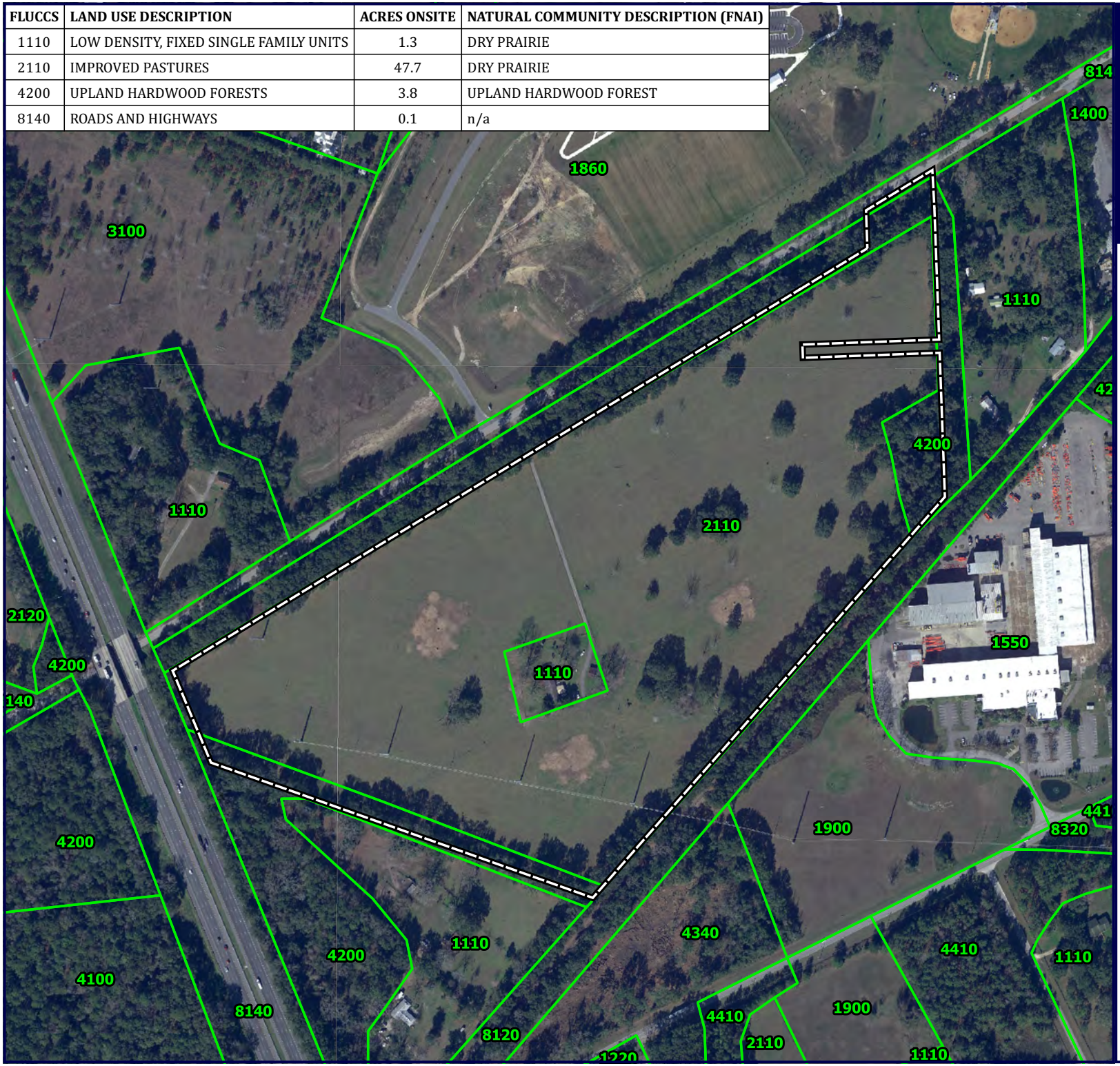

FIGURE 8: LAND USE (FLUCCS)
PEGGY ROAD TRACT
ALACHUA, FLORIDA
ALACHUA COUNTY PARCELS: 03865-000-000, 03924-000-000, AND 03917-200-002
2020 TRUE COLOR AERIAL

0 200 400 FT

1:4800

N

LEGEND

PROJECT BOUNDARY

FLUCCS (SRWMD, 2017) ONSITE LANDUSE MODIFIED BY VERDE REFLECTING OBSERVATIONS SEPT. 2022

VERDE ENVIRONMENTAL

DATA SOURCES: ALACHUA CO., SRWMD, USGS/NHD, USFWS, NRCS, FL DOT, FDOR, FDEP, FGDL AND VERDE. DATA ARE PROVIDED "AS IS". ACREAGES ARE APPROXIMATE AND GIS DERIVED.
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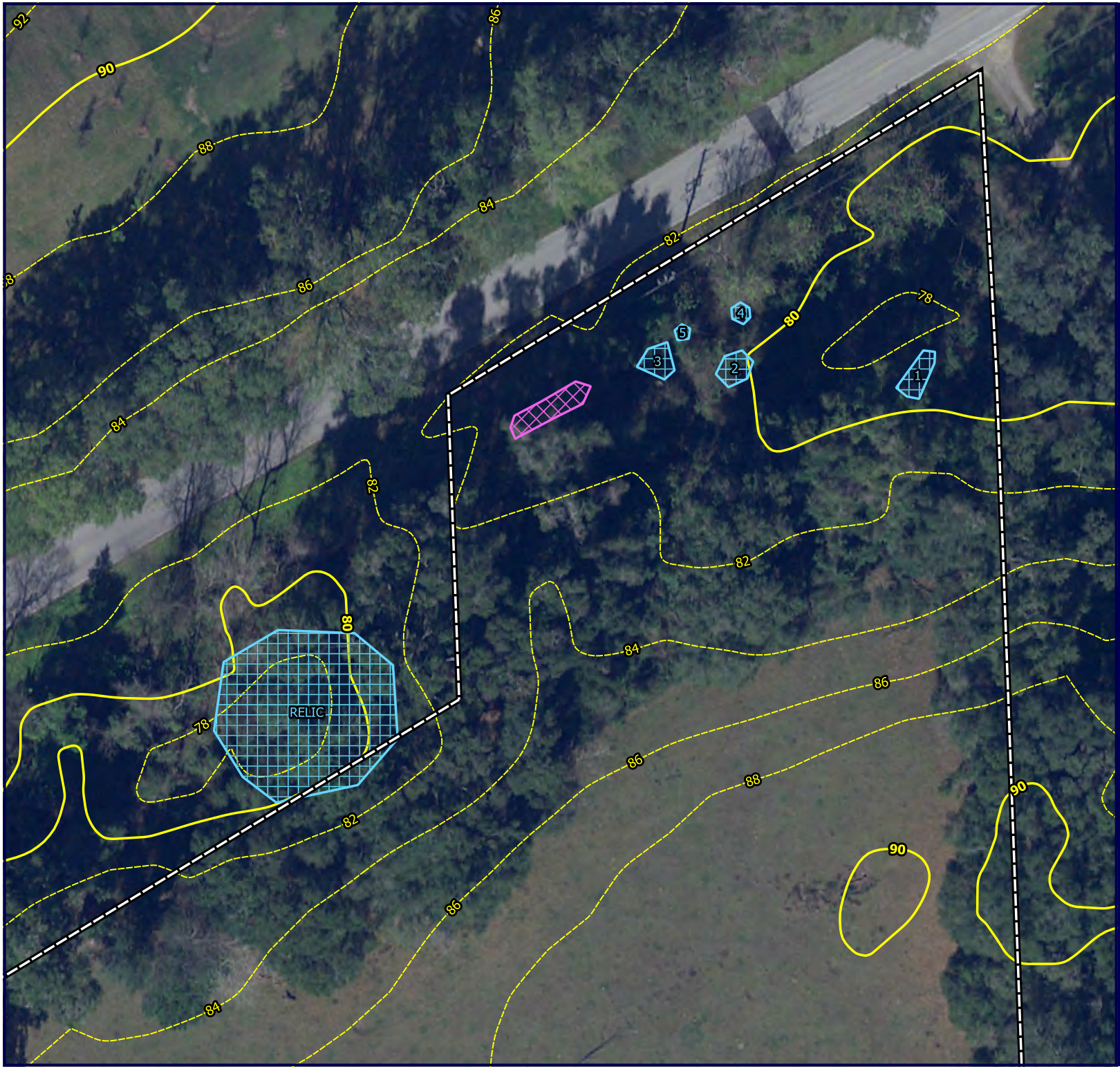


FIGURE 9: DEPRESSIONS (DETAIL)
PEGGY ROAD TRACT
ALACHUA, FLORIDA
ALACHUA COUNTY PARCELS: 03865-000-000, 03924-000-000, AND 03917-200-002
2020 TRUE COLOR AERIAL

0 25 50 FT

1:600

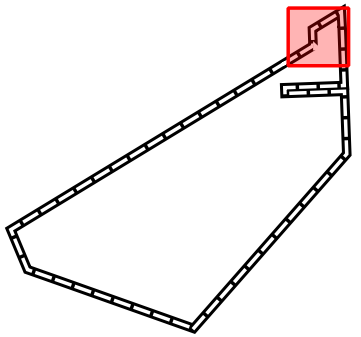
N

LEGEND

- PROJECT BOUNDARY
- DEPRESSIONS
- PILED LIMESTONE ROCKS

ELEVATION (FT-NAVD88)
ALACHUA CO. LiDAR 2001

- INDEX CONTOUR (10-FT)
- MINOR CONTOUR (2-FT)



VERDE ENVIRONMENTAL

DATA SOURCES: ALACHUA CO., SRWMD, USGS/NHD, USFWS, NRCS, FL DOT, FDOR, FDEP, FGDL AND VERDE. DATA ARE PROVIDED "AS IS". ACREAGES ARE APPROXIMATE AND GIS DERIVED.
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APPENDIX A

SITE PHOTOGRAPHS

Peggy Road Tract

Natural Resource Assessment
October 2022

Alachua County Parcels Number:
03865-000-000, 03924-000-000, and
03917-200-002

Photograph 1: Improved Pasture (FLUCCS 2110) taken from the north boundary looking southeast.

Photograph 2: Improved Pasture (FLUCCS 2110) taken from the southeast corner of the pasture looking northwest.

Photograph 3: Improved Pasture (FLUCCS 2110) taken from near the southwest property corner looking northeast.

Photograph 4: Edge of Upland Hardwood Forest (FLUCCS 4200) overhanging the Improved Pasture (FLUCCS 2110), typical.

Photograph 5: Upland Hardwood Forests (FLUCCS 4200) located in the northeast corner of the property.

Photograph 6: Upland Hardwood Forests (FLUCCS 4200) located in the southeast corner of the property.

Photograph 7: Stable, relictual depression located just offsite in the northeast corner of the property.

Photograph 8: Depression 1 located in the northeast corner of the property.

Photograph 9: Depression 3 located in the northeast corner of the property.

Photograph 10: Depression 5 located in the northeast corner of the property.

Photograph 11: Small and medium sized limestone rocks piled along the Peggy Rd. right-of-way in the northeast corner of the property.

APPENDIX B

FNAI BIODIVERSITY MATRIX QUERY RESULTS

Peggy Road Tract

Natural Resource Assessment
October 2022

Alachua County Parcels Number:
03865-000-000, 03924-000-000, and
03917-200-002

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

UNOFFICIAL REPORT

Created 10/20/2022

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 24586

Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 24586

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

2 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Upland hardwood forest	G5	S3	N	N

Matrix Unit ID: 24586

21 **Potential** Elements for Matrix Unit 24586

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing

Agrimonia incisa incised groove-bur	G3	S2	N	T
Antigone canadensis pratensis Florida Sandhill Crane	G5T2	S2	N	ST
Asplenium x curtissii Curtiss' spleenwort	GNA	S1	N	N
Asplenium x heteroresiliens Morzenti's spleenwort	G2	S1	N	N
Asplenium x plenum ruffled spleenwort	G1Q	S1	N	N
Athene cunicularia floridana Florida Burrowing Owl	G4T3	S3	N	ST
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Hartwrightia floridana hartwrightia	G2	S2	N	T
Lampropeltis extenuata Short-tailed Snake	G3	S3	N	ST
Lithobates capito Gopher Frog	G2G3	S3	N	N
Matelea floridana Florida spiny-pod	G2	S2	N	E
Myotis austroriparius Southeastern Myotis	G4	S3	N	N
Neofiber alleni Round-tailed Muskrat	G2	S2	N	N
Peucaea aestivalis Bachman's Sparrow	G3	S3	N	N
Podomys floridanus Florida Mouse	G3	S3	N	N
Pycnanthemum floridanum Florida mountain-mint	G3	S3	N	T
Salix floridana Florida willow	G2G3	S2S3	N	E
Sciurus niger niger Southeastern Fox Squirrel	G5T5	S3	N	N
Sideroxylon alachuense silver buckthorn	G1	S1	N	E
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

APPENDIX C

PRELIMINARY ECOS-IPaC RESOURCE LIST

Peggy Road Tract

Natural Resource Assessment
October 2022

Alachua County Parcels Number:
03865-000-000, 03924-000-000, and
03917-200-002

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

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Location

Alachua County, Florida

Local office

Florida Ecological Services Field Office

fw4flesregs@fws.gov

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

---

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

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2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Birds

NAME	STATUS
Eastern Black Rail Laterallus jamaicensis ssp. jamaicensis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened
Wood Stork Mycteria americana No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8477	Threatened

Reptiles

NAME	STATUS
Eastern Indigo Snake Drymarchon couperi Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/646	Threatened

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

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Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern https://www.fws.gov/program/migratory-birds/species
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON

NOT FOR CONSULTATION

American Kestrel Falco sparverius paulus — Breeds Apr 1 to Aug 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/9587

Bald Eagle Haliaeetus leucocephalus — Breeds Sep 1 to Jul 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Black Skimmer Rynchops niger — Breeds May 20 to Sep 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/5234

Chimney Swift Chaetura pelagica — Breeds Mar 15 to Aug 25

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Great Blue Heron Ardea herodias occidentalis — Breeds Jan 1 to Dec 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Henslow's Sparrow Ammodramus henslowii — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3941

Lesser Yellowlegs Tringa flavipes — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9679

Magnificent Frigatebird Fregata magnificens — Breeds Oct 1 to Apr 30

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Painted Bunting Passerina ciris — Breeds Apr 25 to Aug 15

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

NOT FOR CONSULTATION

Prairie Warbler Dendroica discolor This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 1 to Jul 31
Red-headed Woodpecker Melanerpes erythrocephalus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Swallow-tailed Kite Elanoides forficatus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

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3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

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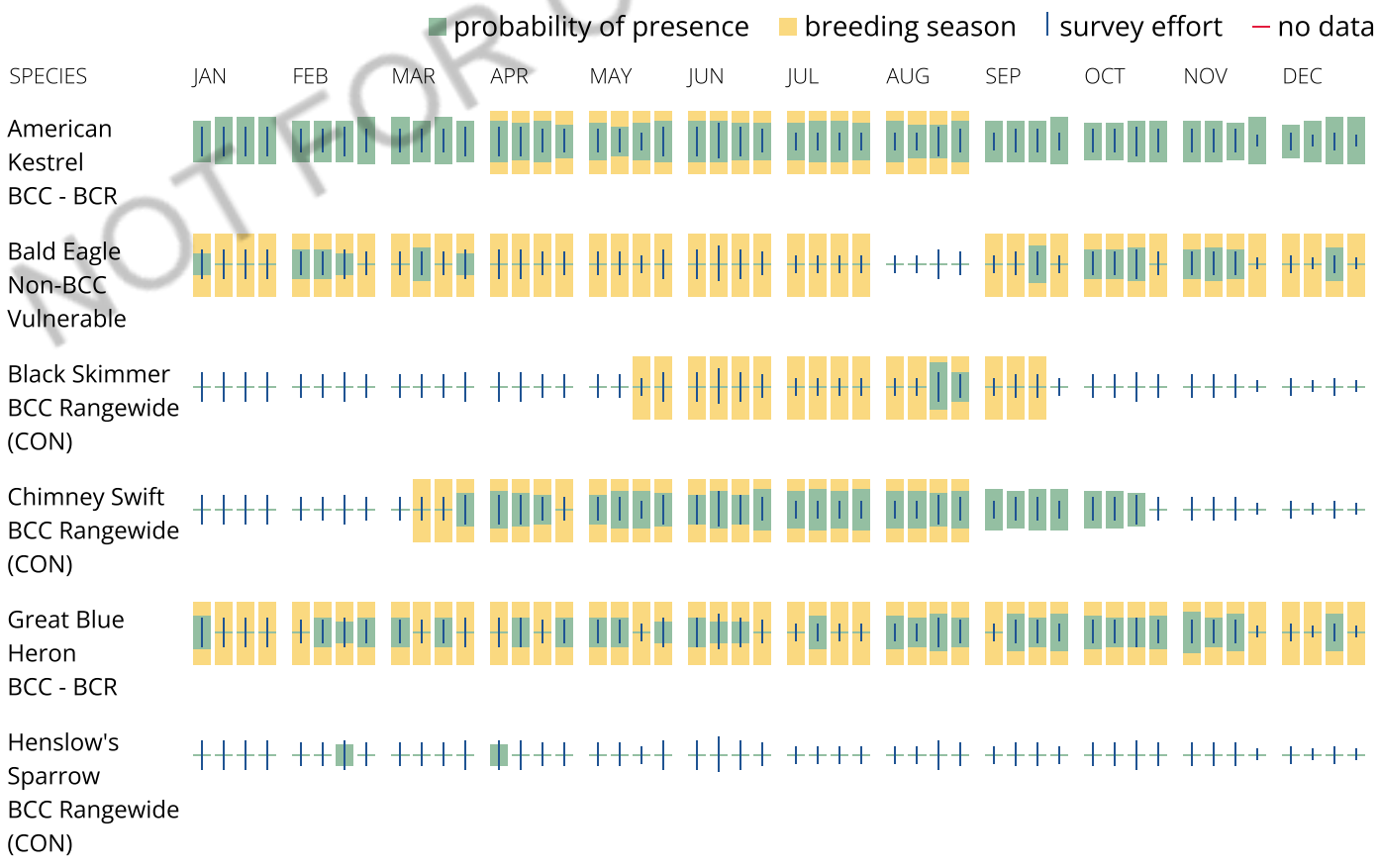

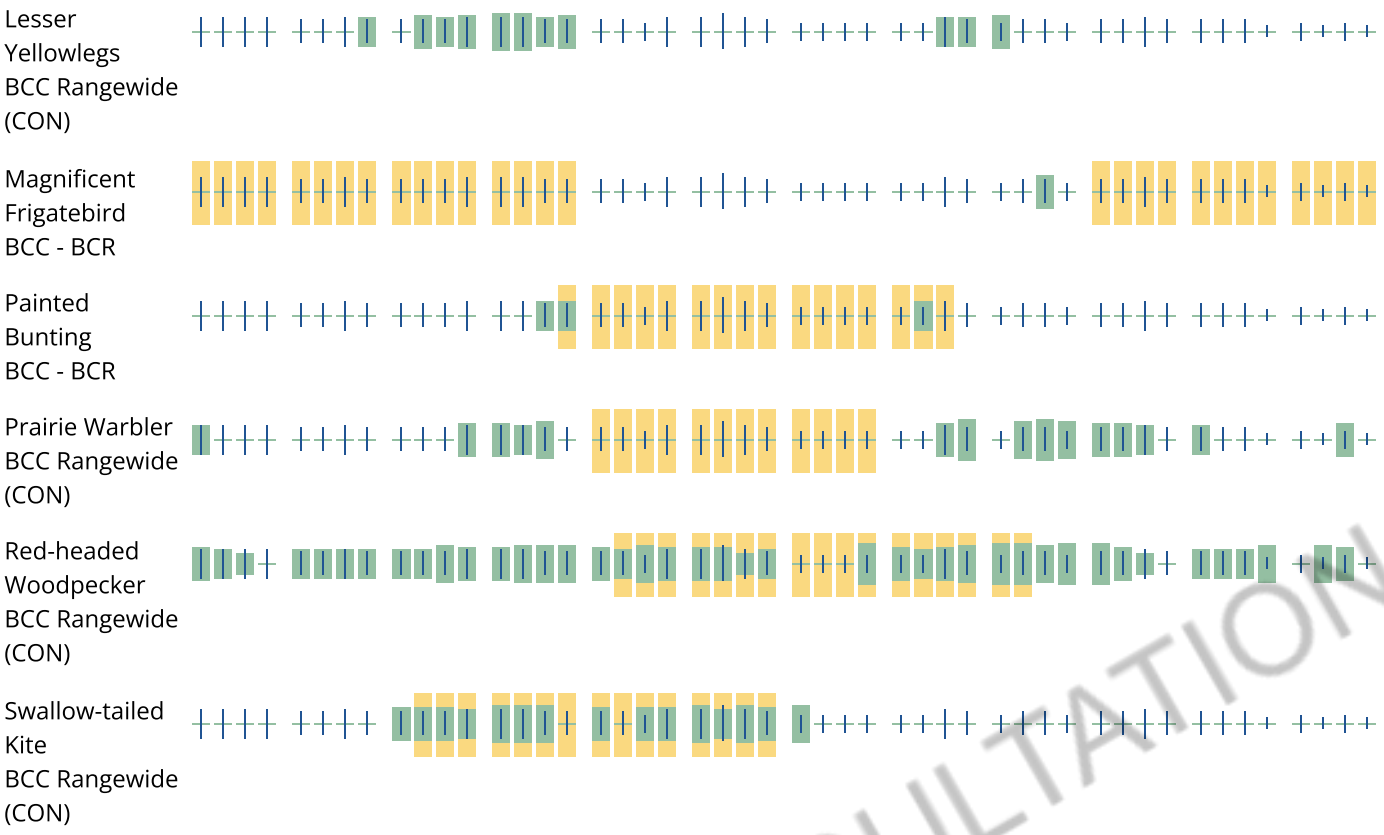

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Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the RAIL Tool and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact

NOT FOR CONSULTATION

Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

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Coastal Barrier Resources System

Projects within the John H. Chafee Coastal Barrier Resources System (CBRS) may be subject to the restrictions on federal expenditures and financial assistance and the consultation requirements of the Coastal Barrier Resources Act (CBRA) (16 U.S.C. 3501 et seq.). For more information, please contact the local Ecological Services Field Office or visit the CBRA Consultations website. The CBRA website provides tools such as a flow chart to help determine whether consultation is required and a template to facilitate the consultation process.

There are no known coastal barriers at this location.

Data limitations

The CBRS boundaries used in IPaC are representations of the controlling boundaries, which are depicted on the official CBRS maps. The boundaries depicted in this layer are not to be considered authoritative for in/out determinations close to a CBRS boundary (i.e., within the "CBRS Buffer Zone" that appears as a

hatched area on either side of the boundary). For projects that are very close to a CBRS boundary but do not clearly intersect a unit, you may contact the Service for an official determination by following the instructions here: https://www.fws.gov/service/coastal-barrier-resources-system-property-documentation

Data exclusions

CBRS units extend seaward out to either the 20- or 30-foot bathymetric contour (depending on the location of the unit). The true seaward extent of the units is not shown in the CBRS data, therefore projects in the offshore areas of units (e.g., dredging, breakwaters, offshore wind energy or oil and gas projects) may be subject to CBRA even if they do not intersect the CBRS data. For additional information, please contact CBRA@fws.gov.

Facilities

Wildlife refuges and fish hatcheries

Refuge and fish hatchery information is not available at this time

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

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The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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SUWANNEE RIVER
WATER MANAGEMENT DISTRICT

July 18, 2023

Patrick Green
Garden Street Communities Southeast LLC
100 W Garden St # 3
Pensacola, FL 32502-5696

SUBJECT: Permit Number ERP-001-245641-1
Kirkland Farms Subdivision aka Peggy Road

Dear Patrick Green:

Enclosed is your permit issued by the Suwannee River Water Management District on July 17, 2023. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at https://permitting.sjrwmd.com/srepermitting/jsp/start.jsp. Click to sign-in to your existing account or to create a new account. Select the "Apply/Submit" tab, select "Submit Compliance Data", enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select "the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Resource Management Division at (386) 362-1001.

Compliance with Other Permitting Programs:
This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

The Suwannee River Water Management District did not issue a National Pollutant Discharge Elimination System (NPDES) permit for this project. If this project meets the thresholds such that a NPDES permit is required, you must apply to the Florida Department of Environmental Protection directly. More information about NPDES permits may be found online at https://floridadep.gov/water/stormwater. **Failure to obtain a NPDES permit prior to construction could subject you to enforcement action by that agency.**

For projects which involve wetlands or surface waters, the Suwannee River Water Management District did not issue a federal authorization for use or impacts to wetlands under federal jurisdiction, this project. Therefore, you must apply directly to the US Army Corps of Engineers (USACE). More information about USACE permitting may be found online at https://www.saj.usace.army.mil/. **Failure to obtain USACE authorization prior to construction could subject you to federal enforcement action by that agency.**

Transferring Your Permit:

Your permit requires you to notify the District in writing within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit".

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact us at (386) 362-1001.

Sincerely,

Hugh Thomas
Executive Director

Enclosures: Permit

cc: District Permit File

SUWANNEE RIVER
WATER MANAGEMENT DISTRICT

ERP Individual Permit

PERMITTEE:
Patrick Green
Garden Street Communities Southeast LLC
100 W Garden St # 3
Pensacola, FL 32502-5696

PERMIT NUMBER: ERP-001-245641-1
DATE ISSUED: July 17, 2023
DATE EXPIRES: July 17, 2028
COUNTY: Alachua
TRS: S22 T8S R18E

PROJECT: Kirkland Farms Subdivision aka Peggy Road

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:

Patrick Green
Garden Street Communities Southeast LLC
100 W Garden St # 3
Pensacola, FL 32502-5696

Based on the information provided to the Suwannee River Water Management District (District), the subject proposed project has met the conditions of issuance as found in subsection 62-330.301, subsections 62-330.407 through 62-330.635, or subsection 40B-4.3030, F.A.C. The permit is hereby in effect for the activity description below:

This permit authorizes the construction of 14.1 acres of impervious surfaces and the construction, operation, and maintenance of a stormwater management system to serve a total of 14.65 acres of impervious surfaces, on a total project area of 51.26 acres. The project shall be constructed in a manner consistent with the application package, plans, and calculations submitted and certified by Claudia Vega, P.E. of EDA on or before July 17, 2023.

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:

Patrick Green
Garden Street Communities Southeast LLC
100 W Garden St # 3
Pensacola, FL 32502-5696
(850) 261-4684

This July 18, 2023

_____
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-001-245641-1

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
Madison Carrier
PO Drawer 772
Madison, FL 32344
850.973.4141

JEFFERSON
Monticello News
PO Drawer 772
Madison, FL 32344
850.997.3568

LAFAYETTE
Dixie County Advocate
174 County Road 351
Cross City, FL 32628
352.498.3312

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
Lake City Reporter
180 E Duval Street
Lake City, FL 32055
386.754.0401

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

Jared Rogers, PSM
720 SW 2nd Avenue
South Tower, Suite 300
Gainesville, Florida 32601

January 4, 2024

Justin Tabor
Principal Planner
City of Alachua
15100 NW 142nd Terrace
Alachua, Florida 32616

RE: Kirkland Farms Phase I

Mr. Tabor,

I am contacting you in regards to the following project:

> Kirkland Farms Phase I
> eda Project No. 2022-0011.S04
> Situated in the William Garvin Grant and Section 22, Township 8 South, Range 18 East
> Being a total of 36.58 acres, more or less, and comprised of 70 residential lots

I hereby certify that as of January 3, 2024 PRMs (Permanent Reference Monuments) have been set at the above project site as called for under Section 177.091(7), Florida Statutes.

PCPs (Permanent Control Points) and Lot Corners will set in accordance with Sections 177.091(8) & 177.091(9), Florida Statutes.

Please contact me at your convenience should you have any questions.

Sincerely,

Jared Rogers, PSM
Director of Surveying

KIRKLAND FARMS PHASE I
LIFT STATION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

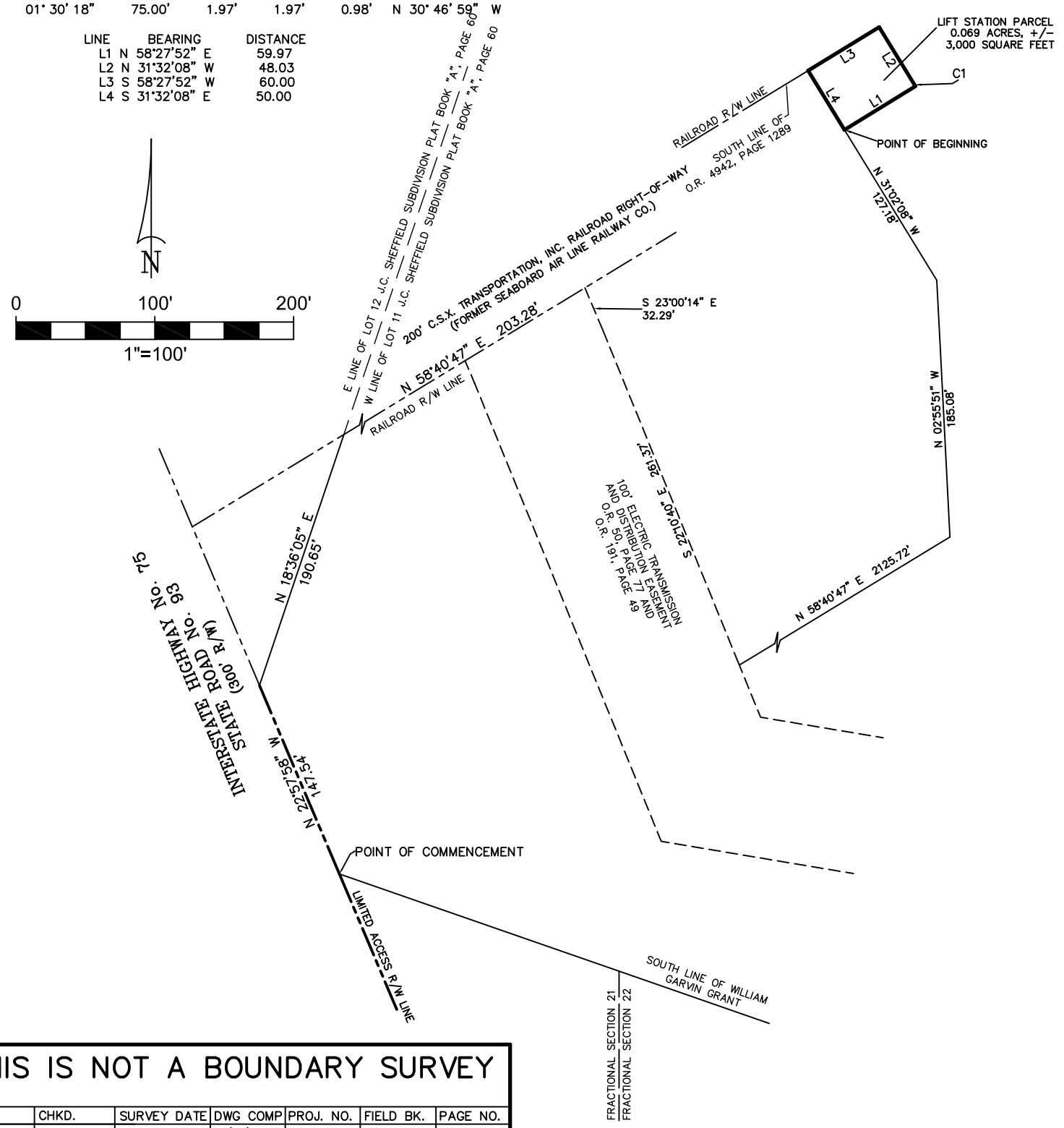
COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22°57'58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18°36'05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23°00'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22°10'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58°40'47" EAST, A DISTANCE OF 2125.72 FEET; THENCE NORTH 02°55'51" WEST, A DISTANCE OF 185.08 FEET; THENCE NORTH 31°32'08" WEST, A DISTANCE OF 127.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58°27'52" EAST, A DISTANCE OF 59.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'18", A DISTANCE OF 1.97 FEET TO THE POINT OF TANGENCY (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 30°46'59" WEST, 1.97 FEET); THENCE NORTH 31°32'08" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 58°27'52" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 31°32'08" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.069 ACRES (3,000 SQUARE FEET), MORE OR LESS.

720 SW 2nd Ave, SOUTH Tower, Suite 300, Gainesville, FL 32601 • Phone: (352) 373-3541 • www.edafl.com

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	01° 30' 18"	75.00'	1.97'	1.97'	0.98'	N 30° 46' 59" W

LINE	BEARING	DISTANCE
L1	N 58°27'52" E	59.97
L2	N 31°32'08" W	48.03
L3	S 58°27'52" W	60.00
L4	S 31°32'08" E	50.00



THIS IS NOT A BOUNDARY SURVEY

DRN.	CHKD.	SURVEY DATE	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
B.G.	B.G.		1/8/2024	2022-011		

LEGAL DESCRIPTION SKETCH OF

A PORTION OF GOVERNMENT LOT 1 OF
FRACTIONAL SECTION 22 TOWNSHIP 8 SOUTH,
RANGE 18 EAST, ALACHUA COUNTY, FLORIDA

FOR: KIRKLAND FARMS

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2023), FLORIDA STATUTES.

BY: ROBERT W. GRAVER P.S.M. 4239

Corporate Authorization
No. LB 2389

eda consultants inc.

LB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL. (352) 373-3541
www.edafl.com mail@edafl.com

J:\BOB\2022-011\LIFTSTATION.DWG
PLOT

KIRKLAND FARMS PHASE I
PUBLIC UTILITY EASEMENT NO. 4

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22°57'58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18°36'05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23°00'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22°10'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58°40'47" EAST, A DISTANCE OF 2114.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 58°40'47" EAST, 11.37 FEET; THENCE NORTH 02°55'51" WEST, A DISTANCE OF 185.08 FEET; THENCE NORTH 31°32'08" WEST, A DISTANCE OF 20.89 FEET; THENCE SOUTH 02°55'51" EAST, 208.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.045 ACRES (1,969 SQUARE FEET), MORE OR LESS.

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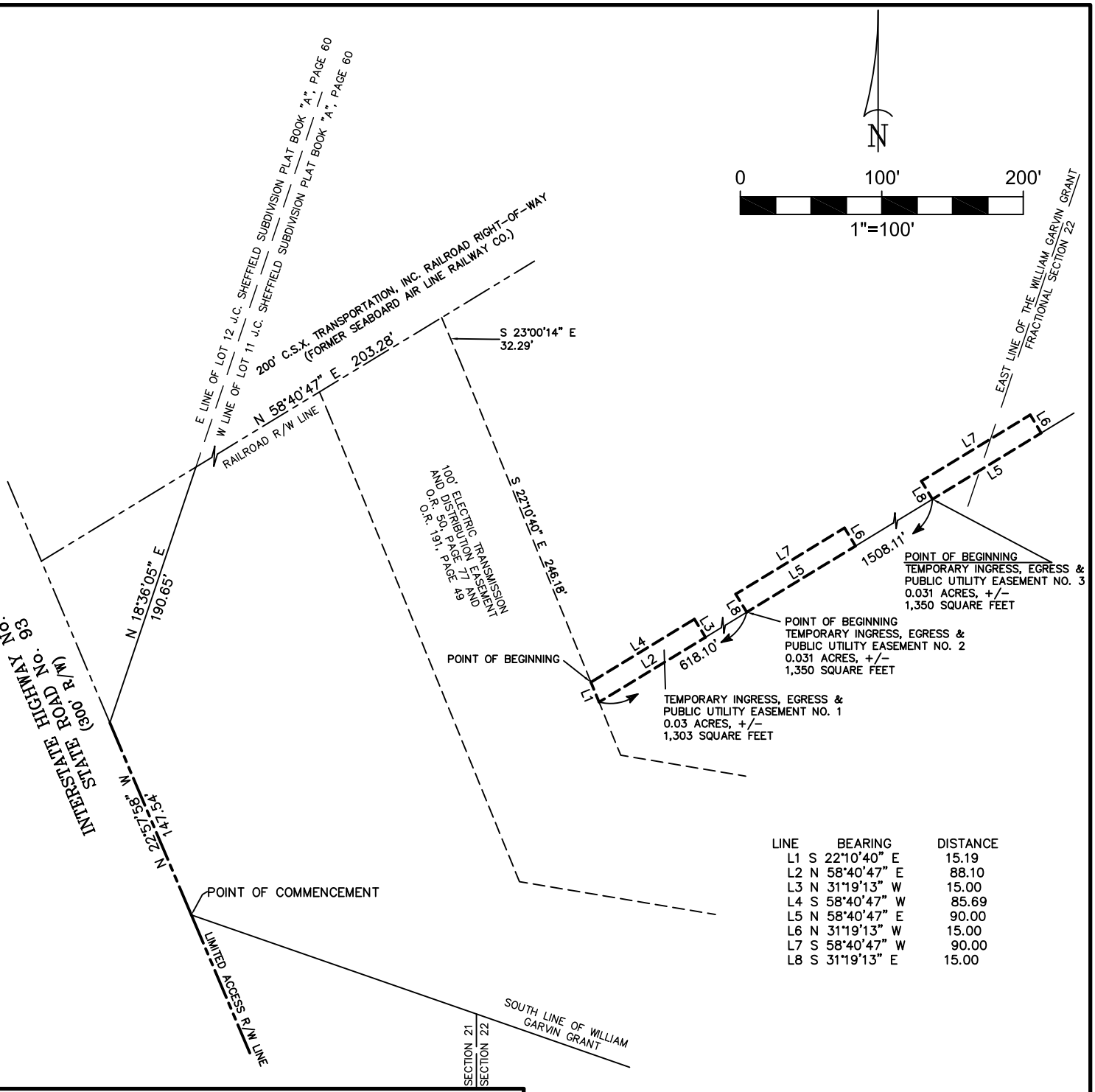

LINE	BEARING	DISTANCE
L1	S 22°10'40" E	15.19
L2	N 58°40'47" E	88.10
L3	N 31°19'13" W	15.00
L4	S 58°40'47" W	85.69
L5	N 58°40'47" E	90.00
L6	N 31°19'13" W	15.00
L7	S 58°40'47" W	90.00
L8	S 31°19'13" E	15.00

THIS IS NOT A BOUNDARY SURVEY

DRN.	CHKD.	SURVEY DATE	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
B.G.	B.G.		1/29/2024	2022-011		

LEGAL DESCRIPTION SKETCH OF

A PORTION OF THE WILLIAM GARVIN GRANT AND
A PORTION OF FRACTIONAL SECTION 22
TOWNSHIP 8 SOUTH, RANGE 18 EAST,
ALACHUA COUNTY, FLORIDA

FOR: KIRKLAND FARMS

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2023), FLORIDA STATUTES.

BY: ROBERT W. GRAVER P.S.M. 4239

Corporate Authorization No. LB 2389

eda consultants inc.

LB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL. (352) 373-3541
www.edafl.com mail@edafl.com

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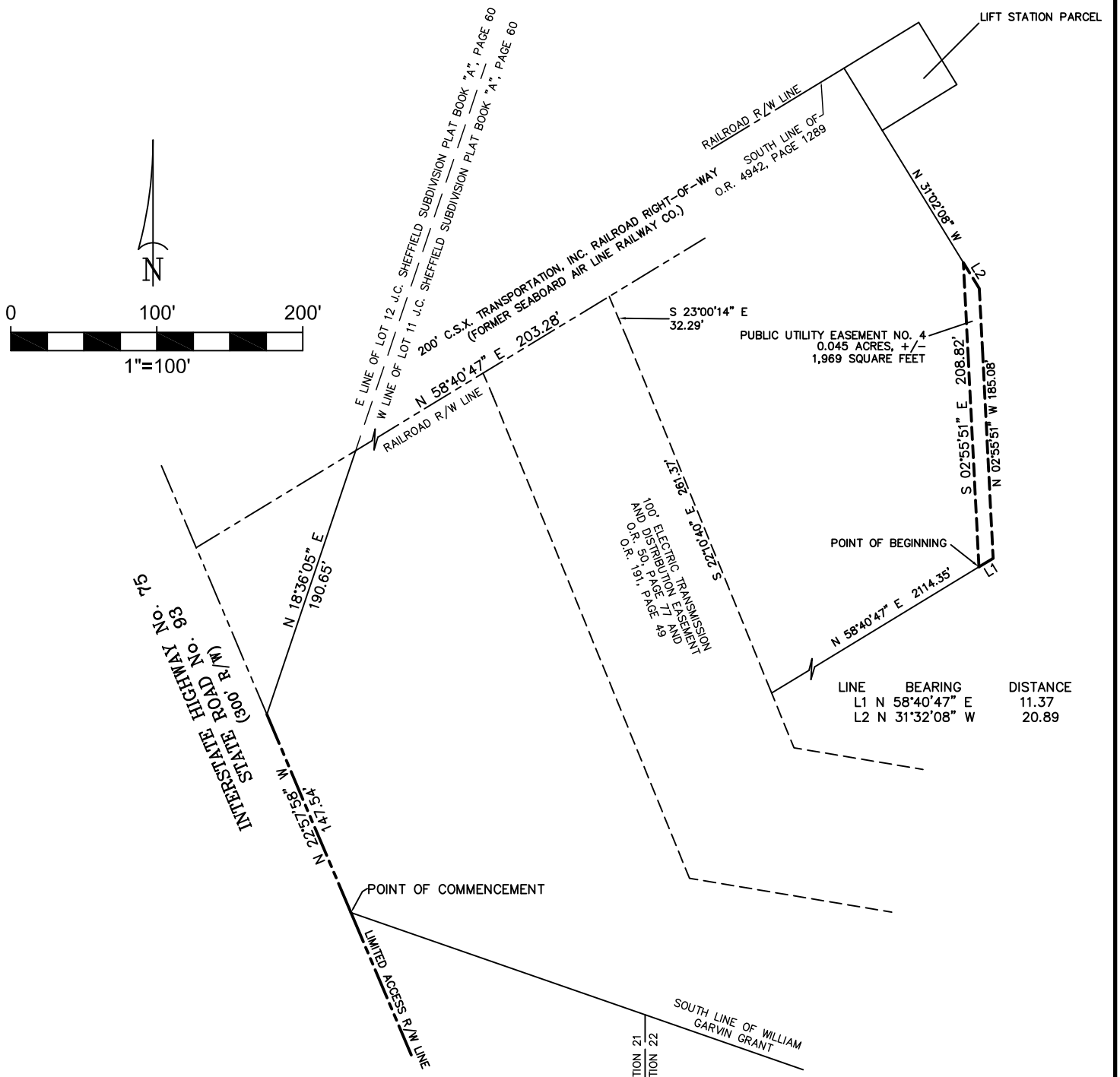

LINE	BEARING	DISTANCE
L1	N 58°40'47" E	11.37
L2	N 31°32'08" W	20.89

THIS IS NOT A BOUNDARY SURVEY

DRN.	CHKD.	SURVEY DATE	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
B.G.	B.G.		1/8/2024	2022-011		

LEGAL DESCRIPTION SKETCH OF

A PORTION OF GOVERNMENT LOT 1 OF
FRACTIONAL SECTION 22 TOWNSHIP 8 SOUTH,
RANGE 18 EAST, ALACHUA COUNTY, FLORIDA

FOR: KIRKLAND FARMS

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2023), FLORIDA STATUTES.

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www.edafl.com mail@edafl.com

J:\BOB\2022-011\PUE4.DWG
PLOT

KIRKLAND FARMS PHASE I
TEMPORARY INGRESS, EGRESS & PUBLIC UTILITY EASEMENT NO. 1

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22°57'58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18°36'05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23°00'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22°10'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 246.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 22°10'40" EAST, ALONG SAID EAST LINE, 15.19 FEET; THENCE NORTH 58°40'47" EAST, 88.10 FEET; THENCE NORTH 31°19'13" WEST, 15.00 FEET; THENCE SOUTH 58°40'47" WEST, 85.69 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.03 ACRES (1,303 SQUARE FEET), MORE OR LESS.

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KIRKLAND FARMS PHASE I
TEMPORARY INGRESS, EGRESS & PUBLIC UTILITY EASEMENT NO. 2

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22°57'58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18°36'05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23°00'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22°10'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58°40'47" EAST, A DISTANCE OF 618.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 58°40'47" EAST, 90.00 FEET; THENCE NORTH 31°19'13" WEST, 15.00 FEET; THENCE SOUTH 58°40'47" WEST, 90.00 FEET; THENCE SOUTH 31°19'13" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.031 ACRES (1,350 SQUARE FEET), MORE OR LESS.

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KIRKLAND FARMS PHASE I
TEMPORARY INGRESS, EGRESS & PUBLIC UTILITY EASEMENT NO. 3

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT AND FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22°57'58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18°36'05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23°00'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22°10'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58°40'47" EAST, A DISTANCE OF 1508.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 58°40'47" EAST, 90.00 FEET; THENCE NORTH 31°19'13" WEST, 15.00 FEET; THENCE SOUTH 58°40'47" WEST, 90.00 FEET; THENCE SOUTH 31°19'13" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.031 ACRES (1,350 SQUARE FEET), MORE OR LESS.

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RETURN TO:
Amanda Snow, Esq.
Garden Street Communities Southeast, LLC
100 West Garden Street, 2nd floor
Pensacola, FL 32502

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, AND ASSESSMENTS
FOR
KIRKLAND FARMS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND ASSESSMENTS ("Declaration") is made on this _____ day of _____, 2024, by Garden Street Communities Southeast, LLC, a Florida limited liability company ("Declarant") (as further defined below), and its successors, assigns, and designees, who is joined in by **KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation, not-for-profit ("Association" or "HOA").

RECITALS:

WHEREAS, Declarant is the sole owner and developer of the Property, which is more specifically described in Exhibit "A";

WHEREAS, Declarant desires this Declaration, the Articles of Incorporation, and the Bylaws to be filed in order to protect and maintain the integrity of the design and security of the HOA and its Members' investments;

WHEREAS, Declarant intends to subdivide the Property into a subdivision named **KIRKLAND FARMS**; and

WHEREAS, Declarant has caused the incorporation of **KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation, not-for-profit, for purposes of enforcing this Declaration and exercising the functions described herein.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration, as well as the Articles of Incorporation and Bylaws, and shall be appurtenant to and running with the land and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real property set forth above or any part thereof or part added hereto, and their respective heirs, successors and assigns, as their respective interests may appear.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration shall have the following meaning:

"Architectural Review Committee" or "ARC" shall mean and refer to the body also known as **KIRKLAND FARMS ARCHITECTURAL REVIEW COMMITTEE**.

"Area of Common Responsibility" shall mean and refer to the Common Area together with those areas and improvements, if any, upon a Lot; the maintenance, repair or replacement of which is the responsibility of the Association. All Common Areas, together with easements over Lots and any leased property shall be Areas of Common Responsibility; provided however, the Association shall not be responsible for planting or maintaining grass or shrubs within any easement that crosses a Lot.

"Articles" or "Articles of Incorporation" shall mean the document filed with the Florida Secretary of State, which incorporates the Association under the laws of Florida and attached to this Declaration as Exhibit "C" and made a part of this Declaration, as amended.

"Assessment(s)" shall mean a sum or sums of money payable to the Association, or other owner of Common Areas or to recreational facilities and other properties serving the parcels by the Owners of one (1) or more Lots, as authorized in the governing documents, which if not paid by the Owner of a Lot, can result in a lien against the Lot.

"Association" or "HOA" shall mean **KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC.,** a Florida corporation, not-for-profit.

"Association Documents" shall mean, collectively, this Declaration and all duly adopted and recorded Amendments, supplements, and recorded exhibits thereto, the Articles of Incorporation and any duly adopted amendments, the Bylaws and any duly adopted amendments, and rules and regulations adopted under the authority of this Declaration, the Articles or the Bylaws.

"Board of Directors" or "Board" shall mean the appointed or elected governing body of the Association, as applicable, having its normal meaning under applicable law.

"Builder" shall mean **ADAMS HOMES OF NORTHWEST FLORIDA, INC**., a Florida corporation, its successors and assigns. Builder shall have the right to assign any and/or all of its interest as Builder in whole or in part on an exclusive or non-exclusive basis. Such assignment shall be in writing and recorded in the official records of the County in which the Property is located and shall state the specific right or interest being assigned. Builder shall not take or assume any obligations, responsibilities, and/or liabilities related to the actual development of the Subdivision and the term "developer", as defined in Chapter 720 of Florida Statutes, is a distinct term of art that shall not be construed to place any obligations, responsibilities, and/or liabilities on Builder, unless Builder specifically accepts such obligations, responsibilities, and/or liabilities in writing.

"Bylaws" shall refer to the code adopted by the Association for regulating and managing the affairs of the Association, attached to this Declaration as Exhibit "B" and made a part of this Declaration, as amended.

"Common Area" shall mean all real and personal property, and interests therein, now or hereafter owned by the Association for the common use and enjoyment of the Owners and all areas within the Subdivision that are or have been dedicated or deeded to the Association or as designated on the Plat as a common area. Specifically, included as Common Area are all Surface Water Management System facilities located within the Subdivision. The Surface Water Management System facilities are located on land that is owned by the Association. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in the appropriate WMD's Regulations, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific

written approval from the appropriate WMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by the appropriate WMD in the Environmental Resource Permit may be conducted without specific written approval from appropriate WMD.

"Common Expenses" shall mean the expenses incurred by or financial liabilities of the Association, together with any allocations to reserves, if applicable, for the common benefit of Members.

"Community" shall mean the real property that is or will be subject to a declaration of covenants, which is recorded in the official records of the County. The term "community" includes all real property, including undeveloped phases (if applicable) together with any approved modification thereto.

"County" shall mean and refer to Alachua County, Florida.

"Declarant" shall mean **GARDEN STREET COMMUNITIES SOUTHEAST, LLC**, a Florida limited liability company, its successors and assigns. The Declarant specifically reserves the right to assign any and/or all of its interest as Declarant in whole or in part on an exclusive or non-exclusive basis. Such assignment shall be in writing and recorded in the official records of the County and shall state the specific right or interest being assigned. An Owner shall not, solely by the purchase of a home and/or Lot, be deemed a successor or assign of Declarant under the Association Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

"Declaration" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendment(s) thereto, which may be recorded amongst the official records of the County in accordance with this Declaration.

"Design Guidelines" shall mean those ARC Rules and Guidelines if and when published by the ARC as same may be adopted and/or amended by ARC from time to time.

"Director(s)" shall mean a member of the Board of Directors of the Association.

"Environmental Resource Permit" or "ERP" shall mean the permit issued by the WMD, attached to this Declaration as Exhibit "D" and made a part of this Declaration, as amended.

"Governing Authority" shall mean any and all city, County, state, and federal governmental or quasi-governmental agencies, bureaus, departments, divisions, or regulatory authorities having jurisdiction over any portion of the Property.

"Lot" shall mean and include each parcel of land duly recorded and identified by the Plat of the Subdivision intended or designed for the construction thereon of a private single-family residential dwelling unit. Lot shall additionally mean and include each parcel of land described by metes and bounds intended or designed for the construction of private single-family residential dwelling units. The term "Lot" shall not include areas of future development for which a subdivision plat has not been recorded.

"Member(s)" or "Membership" shall mean Owner, Declarant(s), and/or Builder(s) of any class who holds ownership in the Association.

"Officer" shall mean a natural person appointed or elected by the Board of Directors.

"Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of the fee simple title or beneficial use of any Lot situated within the Subdivision, but shall not include mortgagees unless the mortgagee has acquired title by foreclosure or deed in lieu of foreclosure.

"**KIRKLAND FARMS**" Subdivision shall mean and refer to all existing properties and Additional Property thereto, which are subject to this Declaration and any Supplemental Declaration under the provisions hereof.

"Plat(s)" shall mean a recorded subdivision map or plat of the Property, or any part thereof, recorded in the public records of the County, made subject to the terms hereof. Plats for future phases, if any, for lands annexed to the control of this Declaration shall be as referenced in the recorded annexation document for such future phase.

"Property" shall mean all of the real property described on Exhibit "A", and any such Additional Property as may be added by annexation subject to the terms hereof.

"Rules" shall mean the rules and regulations promulgated from time to time by the Board of Directors in accordance with the Association Documents.

"Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quality and quantity of discharges from the system, as permitted pursuant to applicable law, as amended.

"Structure" shall mean any object or thing, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, covered or uncovered patio, playhouse, treehouse, swimming pool, fence, recreational equipment, curbing, paving, wall, sign, signboard, onsite sanitary system, dock, gazebo, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot, and any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

"Subdivision" shall mean all Property within the areas shown on the Plat(s) of **KIRKLAND FARMS**.

"Supplemental Declaration" shall mean any instrument executed by the owner of any real property, which, when recorded in the official records of the County, shall commit such real property to the provisions of this Declaration, and shall be the only method of committing such real property to the provisions of this Declaration. Property not owned by the Declarant may not be committed to the provisions of this Declaration by Supplemental Declaration without the prior express written authorization of the Declarant. A Supplemental Declaration may also add additional restrictions, declare certain properties to be or not to be Association property, or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant, but such joinder shall not be required to make any such Supplemental Declaration effective, unless expressly provided herein. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby. Supplemental Declarations shall be numbered consecutively beginning with the First Supplemental Declaration to the Declaration of Covenants, Conditions, Restrictions, Easements and Assessments for Kirkland Farms.

"Surface Water Management System" shall mean a Stormwater Management System, dam, impoundment, reservoir, appurtenant work, or works, or any combination thereof, which is designed, constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water. The terms "surface water management system" or "system" include dredged or filled areas (if applicable).

"Wetland Conservation Area" or "Conservation Area" shall be those indicated on the recorded Plat should any exist.

"WMD" shall mean and refer to the Suwannee River Water Management District, which has jurisdiction over the Property.

ARTICLE II
PROPERTY OWNERS' RIGHTS

2.1 General Rights. Each Owner shall have all rights and title of a fee simple Owner of real property with respect to any Lot owned and may exercise full proprietary interest therein subject only to the covenants contained in this Declaration and to any other conditions voluntarily contracted. All easements, reciprocal easement agreements, Amendments and supplements to the Declaration, as well as provisions of the Articles of Incorporation and Bylaws, shall be construed to be "other conditions voluntarily contracted".

2.2 Common Area Rights. Upon Declarant conveying such Common Area, made up of real and/or personal property, to the Association, every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities, hours of use, and any additional restrictions or limitations of use that may be contained in the Rules adopted by the Association.

(b) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment against his or her Lot remains unpaid, and for a period not to exceed sixty (60) days for any other infraction of the Association Documents or the Rules, provided that such suspension shall not interfere with such Owner's access to such Owner's Lot.

(c) The right of the Declarant and the Association to grant easements in and to the Common Area for utility services, including cable television, rights in favor of adjacent property owners, when needed to grant ingress, egress and maintenance easements for access to commonly used or other improvements used by the owner(s) of said adjacent property or otherwise, and other public uses that benefit the Subdivision as a whole.

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional Common Area property; provided however, the Common Area cannot be mortgaged without the consent of the Owners entitled to cast two-thirds (2/3) of the total votes present and voting, in person or by proxy, at a duly called meeting at which a quorum is present.

(e) The rights of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Owners, to any other person for such purposes; provided however, the Common Area cannot be conveyed without the consent of the Owners entitled to cast two-thirds (2/3) of the total votes present and voting, in person or by proxy, at a duly called meeting at which a quorum is present, as well as the approval of WMD if the Surface Water Management System is involved in such transfer.

(f) Access afforded to police, fire and other public and emergency vehicles.

(g) Entrance gates, if they exist within the Subdivision, will remain open seven (7) days per week from 7 a.m. to 7 p.m. until neither Declarant nor Builder own a Lot or any property within the Subdivision.

2.3 Access. Each Owner shall have the right to ingress and egress over and across the Common Areas and private rights-of-way, if any, as necessary for access to the Owner's Lot and shall have the right to lateral support for the Owner's Lot; provided however, Declarant reserves the right to install entry/exit gates and related hardware and software, in its sole discretion, and if constructed, the costs of maintenance and operation thereof shall be that of the Association as a Common Expense.

2.4 Guests and Invitees. Each Owner, subject to the restrictions of the Association Bylaws, may delegate the Owner's right to use and enjoy the Common Area facilities to family members, tenants, social and business invitees, subject to Rules promulgated by the Association.

2.5 Limitation upon Use of Common Areas. No Owner may plant, garden or erect or maintain fences, hedges, walls, Structures or other improvements upon the Common Area except those improvements installed by the Declarant in connection with the development of the Property or as approved by the ARC. The Association's Board of Directors or Officers may establish reasonable rules and regulations concerning the use of the Common Area facilities. These regulations shall be binding upon each Owner and the Association may impose reasonable monetary fines and other sanctions for violation of the rules.

2.6 Existing Property. The real property, which is and shall be held, conveyed and occupied subject to this Declaration, is located in Alachua County, Florida, and is more particularly described in Exhibit "A", attached hereto and made a part hereof, and incorporated by reference.

ARTICLE III
PROPERTY OWNERS' ASSOCIATION

3.1 Ownership. It shall be mandatory that any person or entity who is the Owner of record of the fee simple interest in any Lot and entitled to the beneficial enjoyment and obligations thereof shall be a Member of the Association and entitled to the beneficial enjoyment thereof. Ownership of the Lot shall be sole qualification for Membership in the Association, and Membership shall not run to persons who hold an interest in a Lot merely as security for performance of an obligation. When any Lot is owned of record in joint or multiple tenancy, the multiple Owners shall designate, by written notice to the Association, a representative to be the Owner/Member entitled to vote. If no representative is designated by the Owners, the Board of Directors may select one (1) of the Owners of record or person exercising beneficial use of the Lot to be the representative for the Lot until one (1) is designated by the Owners, unless the Owners of the Lot cannot agree; in which case, no vote may be cast for that Lot until selected by the Owners.

3.2 Voting. The Association shall have two (2) classes of Membership, Class "A" Members and Class "B" Members, if any, as follows:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Class "B" Members, if any. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for ownership by Section 3.1 hereof; there shall be only one (1) vote per Lot;

(b) Class "B". Class "B" Members shall be the Declarant and Builder, as well as any successor of Declarant or Builder, who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant. The Class "B" Member shall be entitled to ten (10) votes per Lot owned; provided however, Class "B" Membership shall cease and convert to Class "A" Membership on the happening of any of the following events, whichever shall first occur:

i. Three (3) months after ninety percent (90%) of the Lots in the Community, including all Additional Property (as described herein) that will ultimately be operated by the Association, have been conveyed to Class "A" Members; or

ii. Declarant, in its sole and absolute discretion, elects to terminate its Class "B" Membership by written notice of such election delivered to the Association (whereupon the Class "A" Members shall be obligated to elect the Board and assume control of the Association).

Notwithstanding that there shall be two (2) classes of voting Membership in the Association, voting shall be based upon the votes cast by the Membership as a whole, not on votes cast by or within each class of voting Membership.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each residential Lot in which it holds the interest required for ownership under Section 3.1 hereof. At such time, the Declarant shall call a meeting, as provided in the Bylaws for special meetings, to advise the Membership of the termination of Class "B" status and conduct a turn-over meeting as defined in Chapter 720, Florida Statutes. Declarant's failure to conduct such meeting shall not affect or nullify Declarant's termination of any of its rights or obligations. So long as

Declarant has one (1) Lot in the Subdivision, Declarant shall have the right to appoint one (1) Owner to the Board of Directors.

(c) Proxies. Owners may vote by proxy, but only on subject matter previously noticed to the ownership as an agenda item.

3.3 Powers. The Association shall have such general powers as are necessary to perform the obligations and duties set out in this Declaration, including, but not limited to, buy and convey real property, conduct social activities, enter into contracts, install and maintain irrigation in Common Areas, hire a management company, make capital improvements, indemnify Officers and Directors, adopt rules and regulations for the general well-being of the Subdivision, levy fines against delinquent Owners and their Lot, obtain and maintain such policies of insurance as required by the Declaration and such other policies as the Board deems necessary and desirable for the protection of the Association and its Members. The Association may maintain a working capital and contingency fund and pay taxes and other obligations of the Association and may segregate funds to maintain reserve, trust, or escrow accounts for the Owners to accumulate and preserve funds for anticipated improvements.

3.4 Annual Meetings. The annual meeting of the Association shall be held in the third week of January of each year on a date and at a time and place as set by the Board. The Board also has the power to change the date, time and place of the meeting for the convenience of the Membership in accordance with the Bylaws.

3.5 Directors. The manner in which the Directors are elected or appointed is set forth in the Bylaws, attached herein as Exhibit "B".

3.6 Officers. The Officers of this Association shall be a president, a secretary, and a treasurer, and such other Officers as the Board may from time to time by resolution create. The manner in which the Officers are elected, appointed and removed (as well as the Officers' duties) is set forth in the Bylaws, attached herein as Exhibit "B".

3.7 Title to Association Property. To the extent herein provided, the Property is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. Upon the completion of construction of a home on each Lot located within the Property and any Additional Property to be added by Declarant, or at such earlier time determined by Declarant, in Declarant's sole discretion, the Declarant or its successors and assigns shall convey and transfer to the Association, by quit claim deed or by plat or both (whichever is required by the Governing Authority), the fee simple title to the Association Property free and clear of any liens, and the Association shall accept such conveyance, holding title for the Owners as aforementioned. Such conveyance shall be subject to any real estate taxes and assessments due with respect to such Association Property from and after the date of recording this Declaration; any covenants, conditions, restrictions, permits, reservations and limitations then of record; the easements herein set out; any zoning ordinances then applicable; and this Declaration, as the same may be amended from time to time.

3.8 Acceptance of Association Property. At the time of conveyance of the Association Property or any portion thereof, the Association shall be required to accept such Property and the personal property, if any, and improvements appurtenant thereto. The Association hereby agrees to accept the Association Property and the personal property and improvements appurtenant thereto in "**AS IS**", "**WHERE IS**" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Association Property or any portion thereof, and the personal property and improvements appurtenant thereto.

The Association shall accept any such conveyance of the Association Property and shall pay all costs of such conveyance, including, but not limited to, documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way the Declarant's rights and easements as set forth in this Declaration.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages for which the Association is legally liable or arising out of or connected with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, the Declarant may mortgage any or all portions of the Association Property to finance construction and development expenses, provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Association Property shall be released from any such mortgage no later than the date of conveyance to the Association.

ARTICLE IV
RIGHTS & OBLIGATIONS OF THE ASSOCIATION

4.1 Maintenance. The Association shall maintain and keep in good repair the Common Area(s) and the Area(s) of Common Responsibility and, for this purpose, may levy the Assessment described hereinafter. The Association shall keep the Common Areas and Areas of Common Responsibility as originally improved by the Declarant or as modified with the consent of ARC and shall keep all common facilities in good repair, in a safe, attractive and orderly condition. The roads in the Subdivision are publicly maintained roads. However, in the event the Governing Authority, to whom the obligation of maintaining the roads has been dedicated on the Plat(s), fails to accept the obligation of maintaining said roads, the Association shall assume such obligation.

The Association, and ultimately the Lot Owners, will be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System(s) as required by the Environmental Resource Permit issued by the WMD ("ERP") and other applicable WMD rules. Maintenance of the Surface Water or Stormwater Management System(s) 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 WMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the WMD.

Common Area 4 and Common Area 9, as designated on the Plat, shall be owned and maintained by the Association. However, in the event that County wants to purchase Common Area 4 and Common Area 9 for the use as a right-of-way, the Association's Board, with a majority vote, may agree to sell Common Area 4 and Common Area 9 to the County, without the need for a vote by the Members.

4.2 Enforcement. The Association, the Declarant, and any Owner may enforce the provisions of this Declaration by appropriate means, including, but without limitation, the employment of legal counsel and the commencement of legal actions. The Association may promulgate rules for fines against Owners violating the Declaration and/or Rules of the Association in accordance with law. Obligations of the Association are legally enforceable by any Owner and also the Declarant. Failure to enforce any of the covenants, conditions, restrictions, easements or Assessments contained herein does not waive the Association's, Declarant's or Owner's right to insist on compliance in the future. In any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and court costs.

4.3 Utilities. The Association may contract, as a Common Expense, for any or all cable or satellite television distribution, Internet, electricity, water, electric services and refuse collection for the Lots or the Common Areas and Areas of Common Responsibility, but has no obligation to do so, where the price savings on a bulk basis is of such a magnitude that it benefits the Membership as a whole.

4.4 Easements. The Association or Declarant may grant easements when necessary for utilities over the Common Area, and any portion thereof, to serve the Subdivision, and any portion thereof. An easement is hereby granted to the Association and retained by Declarant, without any obligation to do so, for the purposes of accomplishing the repairs, maintenance, replacements or any other work necessary to enforce the provision of this Section.

(a) The Association, Declarant and each Owner shall each have a non-exclusive right and easement of use and enjoyment in and to the Common Areas. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

(i) Right-of-way for ingress and egress by vehicles and on foot through and across any streets or walks in the Common Areas for all lawful purposes; and

(ii) Rights to connect to, maintain and make use of utility systems, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines, which may from time to time be in or within the vicinity of the Common Areas, but only in accordance with all laws and the requirements of the applicable Governing Authorities or entities that regulate said utilities; and

(iii) Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, non-exclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's home, which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. The exercise of these rights and interests shall be subject to and subordinate to the terms and provisions of the Declaration, the Articles, the Bylaws, any recorded Plats, the Rules, rules and regulations, and applicable laws.

(b) Additionally, Declarant hereby reserves and grants the following perpetual, non-exclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:

(i) Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Lots and homes, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

(ii) Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's home or appurtenant improvements installed by Declarant such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Owner thereof or such Owner's designees. Such encroachment will likely constitute a violation of the County's regulations. The County does not expressly or by implication authorize such encroachment. This Section does not limit the County's ability to pursue all available remedies to prevent or remove such encroachments. The County will not permit or allow such encroachments into any easement of land dedicated to or owned by the public for utility, drainage or roadway purposes.

(iii) Easement to Enter upon Lots and Homes. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so. Furthermore, an easement or easements for ingress and egress in favor of the Declarant, Garden Street Communities Southeast, LLC, the Association and Adams Homes of Northwest Florida, Inc. to enter upon Lots or Common Areas necessary for purposes of construction, repairing or addressing any issues identified by the Governing

Authority over the Subdivision within ten (10) years of Plat approval of the Subdivision. The Easement detailed herein creates a right in favor of Grantee(s), but shall in no way be deemed to impose an obligation unto the Grantee(s) for the construction, repairing or addressing of any issues that may materialize.

(iv) Easement for Roof Overhang. An easement or easements, as shown on the Plat and Additional Plat, if any, to provide for the roof overhang of a home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

(v) Irrigation Easement. An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

(vi) Plat Easement(s). The Plat and/or Additional Plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein.

4.5 Damage to Common Areas and Owner's Maintenance of Lot. In the event the Board of Directors or Officers of the Association determines that any Owner has failed or refused to discharge properly his/her obligations with respect to the maintenance, repair or replacement of any items for which an Owner is responsible or finds that any Owner, or agent of an Owner or independent contractor of an Owner, is responsible for damage to the Common Area or Area of Common Responsibility, the Association shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs, and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing the notice by Certified United States Mail to complete the maintenance, repair or replacement or appear before the Board of Directors to contest its determination. If the Owner fails in this obligation, the Association may provide such maintenance, repair and replacement at the Owner's sole cost and expense, and the cost shall be added to and become part of the Assessment for which the Owner is responsible and shall become a lien against the Lot of the Owner enforceable by the Association plus all costs of collection including reasonable attorney fees through appeal. Each Owner hereby grants to the Association an easement for the purposes of accomplishing the repairs, maintenance, replacement or any other work necessary to enforce the provisions of this Section.

4.6 Enforcement of Duties. Notwithstanding any other provision of this Declaration, the duties of the Association with respect to levying Assessments sufficient to perform its duties and the duty of the Association to provide maintenance of the Common Areas and Areas of Common Responsibility and to enforce the provisions of this Declaration and of its Articles of Incorporation and Bylaws and to enforce any other duties imposed upon it by law or contract are mandatory contractual duties, which shall be specifically enforceable by injunction and by other remedies in legal proceedings, which may be brought by any Owner or by Declarant. Further, in the event Declarant should perform certain of the obligations of the Association, this shall not constitute a waiver with respect to the Association's obligation to perform such duties and with respect to the right of Declarant and Owners to bring legal proceedings to compel the Association to perform its duties and reimburse Declarant for cost expended by Declarant in expending such duties. Furthermore, the Association may not diminish or eliminate any obligation of the Association by an amendment to its Articles of Incorporation or its Bylaws, or by any other method, without Declarant's written consent thereto, so long as Declarant owns any portion of the Property or Additional Property annexed thereto.

4.7 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his/her family, guests, invitees, tenants, or contractors to comply with any covenant, restriction, Rule, regulation contained herein, or rules and regulations promulgated under the Articles of Incorporation, Bylaws or by the Board of Directors, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the infraction or infractions at least fifteen (15) days prior to a hearing before the Board of Directors. Included in the notice shall be the date and time of the next Board of Directors meeting; at which time, the Owner shall present reasons why fine(s) should not be imposed.

(b) Hearing. The noncompliance shall be presented to the Board of Directors; after which, the Board shall hear reasons why fines should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Director's meeting.

(c) Appeal. Any appeal process provided by Florida Statutes shall be available to any offending party.

(d) Fines. The Board of Directors may impose fines at its reasonable discretion, which may exceed any amounts set forth in Chapter 720, Florida Statutes. The Board may further suspend, for a reasonable time, the rights of the Owner or Owner's guest, tenants or invitees to use Common Areas and recreational facilities. Each day a violation continues to exist, it shall be a separate violation without need for additional notices or appeals. The Association shall be entitled to collect the maximum amount permitted hereunder.

(e) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or Assessment.

(f) Collection of Fines. Fines shall be treated as an Assessment otherwise due to the Association, but no fine shall become a lien against a Lot.

(g) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Nonexclusive Remedy. These fines shall not be construed to be the exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

4.8 Special Enforcement Rights. Violation of any conditions or restrictions or breach of any covenant herein contained shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land on which such violation or breach exists and summarily to abate and remove, at the expense of the Owner of said land, any construction or other violation that may be or exist thereon contrary to the intent and provision hereof; and the Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. The Declarant and/or the Association may impose liens upon the Lot of an Owner for amounts incurred for such abatement and removal, which the Owner fails to pay upon written request.

4.9 Common Areas. There will be Common Areas for use by all residents and their guests. The Association shall be responsible for the ownership, operation and maintenance of said area. The City of Alachua, Florida, provides no liability insurance for any common areas or recreational facilities.

4.10 Tenant/Rental Approval. Any lease associated with any property or Lot shall be approved by the Association prior to creation of tenancy. The Owner shall submit such lease and any lease or credit application to the Association. Within fifteen (15) days of receipt of such submission, the Association shall have the sole discretion to approve or deny and accepts no liability for such approval or denial.

4.11 Variances. The Board of Directors shall have the right to grant any variances on any action or proposed action that may conflict with this Declaration, so long as, such is not in violation of application laws. The granting of any such a variance shall be on a case-by-case basis and solely at the discretion of the Board of Directors.

Additionally, the granting of a variance by the Board of Directors shall have no bearing whatsoever on any future variance requests.

4.12 Wall, Fence, and Landscaping. If a wall and/or fence, entry feature and/or gate and landscaping exist around parts of the Subdivision, the Association shall have the responsibility for maintaining this wall, fence, entry feature and/or gate and/or landscaping. As shown on the Plat or separate easement deed, the Association will be granted easements for access to the walls, fences and landscaping for maintenance purposes. On those Lots that border the walls, the Association shall be responsible for repainting and maintaining the wall, and an easement for access for maintenance, replacement, and repair thereto is hereby reserved to the Association for this purpose. As may be required by the County, any landscaping buffer required as shown on the Plat may be installed by the Declarant and maintained and replaced, as needed, by the Association as a Common Expense.

4.13 Florida-Friendly Landscaping™.

(a) Existing Native Vegetation. On all areas managed and maintained by the Association following the completion of buildout of all phases to be developed, the Association will, to the extent reasonably possible, but within the discretion of the Board of Directors, endeavor to protect existing, native vegetation identified by County as that which attracts pollinators and which provides food, shelter and habitat for wildlife.

(b) Landscaping Selection. In accordance with the relevant local government landscaping ordinances and the most current version of the UF/IFAS Florida-Friendly Landscaping Guide to Plant Selection and Landscape Design, developer or Association, as applicable, will ensure the selection of landscape plants in Association controlled common areas suited to the soil and other site characteristics utilized by the Florida-Friendly Landscaping TM concept. The Community will maintain a diversity of plants within its Common Areas or Managed Areas. The UF/IFAS plant list is not all-inclusive, and many plants not listed may be Florida-Friendly if they match site conditions and are not invasive exotics.

(c) Turfgrass. The Association will implement the University of Florida Institute for Food and Agricultural Sciences (UF/IFAS) and Florida Department of Environmental Protection (FDEP) Green Industries Best Management Practices recommendations for common area turfgrass, including selection of grasses that may be maintained through use of the low end of the maintenance recommendations for irrigation and fertilizer for the particular type of turf selected and use of Integrated Pest Management (IPM) in selection of pesticides. Turfgrasses shall be allowed to develop deep roots and enter a dormancy stage during the winter or drought periods. Turfgrass maintenance will be taken in terms of survival, not just maintaining a green appearance. The Association is to adhere to County Land Development Regulations regarding fertilizer use.

(d) Irrigation. All irrigation systems within the Subdivision will be installed according to the State Standards for Landscape Irrigation in Florida and will meet or exceed all state and local regulations. Rain shut off devices, evapotranspiration based (ET) controllers, or soil moisture sensors will be installed and operational for all in ground irrigation systems. All irrigation systems shall be operated in accordance with local water restrictions.

(e) Florida-Friendly Landscaping Information. The Association will, as a Common Expense of the Association, distribute to its new Members, informational materials supplied to the Association by County, which relate to Florida-Friendly Landscaping™ and which may pertain to topics such as plant selection, plant maintenance, turf grass, yard chemicals, fertilizer and water conservation. In the event such materials are distributed, neither the Association, nor any Officer, Director, manager or employee shall be held responsible or liable for the accuracy of the information provided, nor shall the Association be under an obligation to create, reproduce or distribute any Florida-Friendly Landscaping™ materials other than that specifically identified by County for purposes of distribution under this provision and which materials are provided in sufficient quantity by the County to the Association.

4.14 MSTU/MSBU. Declarant or the local government may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (referred to in this Declaration as "MSTU/MSBU"), which MSTUs/MSBUs will have responsibilities established in their enabling resolutions. By way of example, and not limitation, an MSTU/MSBU may be established to provide for any one (1) or more of the following: (a) operation, management, administration, maintenance, repair, and replacement by the local government of any of the Common Area, and any recreational, drainage or other improvements whatsoever at any time located thereon, for the uses and purposes set forth in this Declaration or in any applicable recorded Plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to the local government; (b) construction, maintenance, repair, replacement, or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities, in, on, under or within the Common Area or any easement areas for the use and benefit of the Property and the occupants thereof; and (c) construction, operation, maintenance, repair and replacement of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration, the MSTU/MSBU, or by the applicable Governing Authority. Notwithstanding the foregoing, the Association may elect, from time to time, to aesthetically maintain any property otherwise maintained or to be maintained by the MSTU/MSBU; and if Association does so, no Owner or Member, as a result thereof, shall thereby receive or be entitled to a discount for any ad valorem taxes or Assessments assessed by or in connection with the MSTU/MSBU. If established, each Owner and Member acknowledges and agrees that the costs incurred by the MSTU/MSBU may be billed directly to the Owners or to the Association for subsequent Assessment to the Owners and Lots.

ARTICLE V
RESTRICTIONS UPON INDIVIDUAL USE FOR THE COMMON GOOD

5.1 Single-Family Residential Use. No building, Structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Subdivision other than single-family dwellings and appurtenances. As permitted by the Declaration, the Board of Directors may promulgate Rules defining a "single family", and to prohibit occupancy by certain types of felons, who have not had their civil rights restored, and registered sex offenders.

5.2 Lawful Use. No part of the Subdivision may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor occupants of adjoining property within the Subdivision, nor to constitute a nuisance, nor in violation of any public law, ordinance or regulation in any way applicable thereto.

5.3 Commercial Use. None of the Lots shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending, or any other purpose incompatible with single-family residential use. No business that generates on site visits by customers, or suppliers shall be allowed. Nothing in this Section shall be construed to restrict Builder's or Declarant's use of a model home or sales office.

5.4 Maintenance. All buildings and other structures within the Subdivision and each portion thereof shall at all times be properly and well maintained in good condition and repair by the Owner thereof. All landscaping of every kind and character, including shrubs, trees, grass and other plants, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

5.5 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC.

5.6 Parceling. No Lot shall be expanded or divided to accommodate more than one (1) dwelling site per full Lot.

5.7 Design. Any improvements to be constructed onto any Lot will be subject to the written approval of the ARC. The design of said improvements shall be in conformance with the Design Guidelines if and when published (and as may be amended) by the ARC. Upon written request, sent by certified mail by Owner, for approval of plans and specifications, the ARC will have thirty (30) days to approve or disapprove plans. Failure of the ARC to act within thirty (30) days from receipt of definitive plans of the proposed improvement shall result in the plans being deemed approved. ARC will have exclusive control over exterior design, colors and materials, which can be used in new construction and in repainting/refurbishing, modifying or additions of all improvements built on any Property subject to this Declaration and all Additional Property thereto. The Committee may charge a fee to review plans. The fee shall be established by the Association.

5.8 Roofs; Antennas; Solar Heating. Except as may be allowed by law, no projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one (1) or more chimneys, skylights or vent stacks. No outside television or radio pole or antenna or other electronic device, or solar heating device, shall be constructed, erected or maintained on any building nor on any Property within the Subdivision or connected in such a manner as to be visible from the outside of any building, except as may be allowed by law and approved in writing by the ARC. Over the air reception devices may be installed as allowed by law. The ARC may, in its sole discretion, grant waivers from the provisions of this paragraph.

5.9 Temporary Buildings and Building Materials.

(a) No shed, tent or temporary Structure/building shall be erected, maintained or used on any Property within the Subdivision; provided however, that temporary buildings for use and used for a reasonable time only for purposes incidental to the initial construction of dwellings on any Property may be erected, maintained and used, provided that such erection, maintenance and use has been approved by ARC and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work.

(b) No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to complete the improvement in which same is to be used.

5.10 Garages. All residences shall have a minimum of a two (2)-car garage, capable of holding two (2) autos, and Owners may not reduce the size of such garage to any size that would encroach on such dimensions. When garages are not in use by persons, garage doors shall be closed.

5.11 Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot except a sign of not more than six (6) square feet in area which may be used solely to advertise the Lot for sale or rent, or standard size street number identification signs. All supports for such signs shall be made of wire or 4”x4” posts, and no electrical or mechanical devices may power such signs. This restriction shall not apply to signs used to identify and advertise the Subdivision as a whole, nor signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the ARC. Signs may not be installed for political purposes, nor to embarrass, harass, or offend any Owner of Lots within the Property. All Builder signage must be approved by the Declarant. This restriction does not apply to a security sign that the Owner may place inside the home or on the outside wall or window of a home.

5.12 Flags. An Owner may display one portable, removable United States flag in a respectful manner, and one portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner’s Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations,

including, but not limited to, noise and lighting ordinances in the County and all setback and locational criteria contained in this Declaration.

5.13 Mailboxes.

(a) Community mailboxes may be provided by the United States Postal Service ("USPS") and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office. If community mailboxes are not provided, each Owner shall install a U.S. Postal Service-approved mailbox, the color, style and design of which shall be subject to approval by the ARC. All individual mailboxes shall be mounted on a 4"x4" vertical post with a supporting bracket installed at a 45-degree angle to the post. Except for identifying numbers and letters, the mailbox shall be painted solid black and the post and support shall be painted solid white.

(b) Notwithstanding the foregoing, in connection with the development of the Community, should: (a) the USPS require the use of cluster box units approved by the USPS ("CBUs") for the purpose of centralized mail delivery by the USPS ("Centralized Mail Delivery") to the Community or any part, section, or phase thereof; (b) any other Governing Authority requires the use of CBUs for Centralized Mail Delivery to the Community or any part, section, or phase thereof; or (c) Declarant, in its sole discretion, desires to develop the Community or any part, section, or phase thereof with CBUs for Centralized Mail Delivery, then the Community or the applicable part, section, or phase thereof shall be developed with concrete slabs on, as applicable, Common Area to accommodate the subject CBUs. Unless otherwise undertaken by the USPS from time to time, the Association, as determined necessary by the Board, and, as applicable, at Common Expense, shall be responsible for the routine maintenance, repair, and replacement of the aforementioned concrete slabs and all CBUs, all in accordance with any applicable requirements, rules, policies, and guidelines of the USPS. Notwithstanding the foregoing, neither Declarant nor the Association shall ever be responsible for the safety or security of any CBUs or any mailboxes or parcel compartments contained therein. Each Owner and Member acknowledges and agrees that if at any time their Lot is or becomes serviced by CBUs, all mail delivery to said Lot by the USPS will be done via the mailboxes or parcel compartments contained within the CBUs, as opposed to individual, curbside mailboxes for said Lot.

5.14 Rubbish. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Lot or Common Area within the Subdivision if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the Subdivision. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service areas and sanitary containers within the Subdivision shall be enclosed in such a manner that the yards, areas, containers and such are not visible from any neighboring property or street. Sanitary containers and bundled trash may be set out for a reasonable period of time before and after scheduled trash pick-up times.

5.15 Clotheslines. Clotheslines are not permitted unless they are completely hidden from view of the Common Area, street, and any neighboring property, and except as permitted in writing by ARC.

5.16 Oil Tanks; Bottle Tanks; Water-Softening Tanks; Wells & Pumps; Condensers; Wood Piles; Central Air Conditioning Units. All ancillary equipment shall be suitably screened so as to be concealed from view of the Common Area, street, and any neighboring property. No window and/or wall air conditioning units shall be permitted. All propane gas tanks larger than standard barbecue size must be buried.

5.17 New or Damaged Structures. The erection of a new dwelling or Structure, or the repair of any dwelling or Structure damaged by fire or otherwise, on any Lot shall be completed without unreasonable delay. Should the Owner leave a dwelling or Structure in an incomplete condition for a period of more than one hundred twenty (120) days or should the erection of a new dwelling remain incomplete after a period of two hundred seventy (270) days from the date of the first construction related inspection by the appropriate governmental authority, the Association, after reasonable notice to the Owner by registered mail, giving the Owner the opportunity to be heard, may remove the Structure from the premises or complete and repair it in a manner deemed appropriate by the ARC, and/or assess a fine of ONE HUNDRED AND 00/100 DOLLARS ($100.00) per day for every day the repair or erection of the dwelling or structure remains incomplete after the aforesaid time limits have been reached, unless the Owner can show a defense to ARC that would support an impossibility defense under Florida law, and which delay is

approved in writing by the ARC. In either event, the expense so incurred shall be a lien against the Lot enforceable in the same manner as other liens. The dwelling or structure shall not be considered to be complete until, in the opinion of the Board of Directors, both the construction and landscape elements are in compliance with the approved building and landscape plans.

5.18 Fences, Hedges and Landscaping. All fences, hedges, and landscaping plans must receive prior written approval from ARC before implementation. Fencing of the rear and specified portions of the side yards will be allowed on Lots only upon approval of ARC. In connection with the development of any Lot for residential purposes the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or clear cutting of trees shall be performed in violation of law, or of this Declaration. The Board of Directors may designate certain individuals with authority to enter upon the property or Lot of an Owner in order to repair and maintain certain items after appropriate notice is given to said Owner and Owner fails to comply. In the event that the Board of Directors takes the action to repair and/or maintain certain items on an Owner's Lot, said Owner shall be assessed the cost of such repair and/or maintenance plus a fifteen percent (15%) charge associated with the repair and/or maintenance.

5.19 Electrical Installations. All service lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with the specifications of the appropriate governing entity(ies) for such installation.

5.20 Common Areas. Nothing herein shall be interpreted as to limit in any way the Declarant's right or Builder's right to use the Common Areas and its related facilities for the sales and promotion of properties.

5.21 Swimming Pools; Spas; Basketball Backboards; Trampolines. Above ground swimming pools are not permitted. All pools and spas must have the written approval of ARC prior to installation. No basketball backboards, permanent or portable are permitted in any location unless approved in writing by ARC. No trampolines are permitted in any location unless approved in writing by ARC.

5.22 Hardship Waiver. ARC is authorized, but not required, to grant hardship waivers to Owners in the event in their opinion, the strict application of these restrictions presents a bona fide hardship that is not self-imposed.

5.23 Minimum Square Footage of Improvements. Any home on any Lot described herein shall contain, at a minimum, 1300 square feet of living area. Living area does not include: garages, porches (open or screened), terraces, or patios.

5.24 Trailers; Trucks; School Buses; Boats; Boat Trailers. No house trailers, motor homes, mobile homes, school buses, trucks or commercial vehicles, recreational vehicles, off-road vehicles, tandem axle vehicles, motorcycles, campers, habitable motor vehicles of any kind, boats, or boat and other trailers, shall be kept, stored or parked overnight either on any street or on any Lot, except within garages and the garage door closed (if applicable). The foregoing will not be interpreted, construed, or applied to prevent the temporary non recurrent parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours upon any Lot, driveway or street. Notwithstanding the foregoing, passenger automobiles (including SUVs and light trucks without commercial markings) may be parked in driveways. There shall be no major or extended repair or overhaul performed on any vehicle, boats, or trailers on the Lots. All vehicles, boats and trailers shall have current license plates. If any vehicle, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the Owner thereof, and an easement to enter the Lot is reserved in favor of the Association for this purpose. This Section shall be liberally interpreted to permit the Association or any other party having the right to enforce these restrictions to keep the streets within the Subdivision free from congestion and from the parking, repair, or storage of unsightly or oversize vehicles and other rolling stock which may detract from the character of the Subdivision.

5.25 Vehicles. No vehicle, regardless of whether it would otherwise be permitted to be parked on any Lot or other part of the Property, shall be permitted to be parked on any Lot (unless permanently in a garage) or other part of the Property if such vehicle is not fully functioning and operational, currently registered by the State of Florida or another U.S. state, and currently tagged (with a license plate affixed in the proper place(s) on said vehicle) by the State of Florida or such other U.S. state in which the vehicle is registered. All vehicles must be parked on surfaces

designed for vehicle parking (e.g., parking areas or lots and driveways) and shall not in any event be parked on individual lawns or the grass of any Common Areas. Vehicles shall not be parked in a manner which would block fire hydrants, dumpsters, sidewalks or pedestrian or bicycle paths. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for: (i) emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility; or (ii) repairs completed within the garage (in which case no garage doors shall be left open overnight or at any other time when the subject vehicle is not actually being worked on or repaired).

Inoperable vehicles (e.g., missing major components such as engines and/or transmissions, one or more flat tires, etc.), or derelict vehicles (e.g., broken glass, severely damaged body panels, unpainted body panels, etc.) must be fully enclosed within a closed garage at all times, and in any case may not be parked in plain view. As long as the provisions of Florida Statutes, Section 715.07, are complied with, any vehicles parked in violation of the aforementioned or other restrictions contained herein, or in violation of any Rules or rules and regulations, may be towed by the Association at the sole cost and expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or the owner thereof is otherwise notified. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal or civil act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reasons, shall be grounds for relief of any kind. An affidavit of the person posting such notice on any vehicle stating that it was properly posted shall be conclusive evidence of proper posting.

All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on Property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in the Community may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statutes, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statutes, Section 427.802(1); and any special mobile equipment as defined under Florida Statutes, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four (4)-wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided however, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs, if necessary, in regard to vehicles used in connection with construction, sales or management at the Community. Vehicles that are missing one (1) or more wheels, have one (1) or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or his or her family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property that is deemed to be a nuisance by the Association or Declarant.

5.26 Livestock and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot, except that not more than three (3) household pets per Lot may be kept provided, however, that no more than two (2) of such pets may be dogs, and provided further that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this paragraph, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot. All pets must be kept on leashes or within secure enclosures when out of doors. For purposes of this paragraph, invisible electronic fences are not deemed to be fences in compliance herewith. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Association, including but not limited to, the removal of the pet-from the Subdivision if the pet has attacked or bitten a person or other person's pet. Maintenance and keeping of pets on the Property and in any residence may be otherwise regulated in any manner, consistent herewith, by the Subdivision Association's Rules as may from time to time be established by the Board of Directors.

5.27 Offensive Activities. No noxious, offensive, or illegal activities shall be carried on or upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in the Subdivision. No nuisance shall be caused, or permitted to exist, by any Owner on, about or in the vicinity of his Lot or elsewhere in the Subdivision, nor shall there be any use or practice which is the source of annoyance to residents, or which interferes in any way with the peaceful possession and proper use by the residents of the Subdivision Property or any part thereof. All parts of the Subdivision, including each Lot, shall be kept in a neat, clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed by any Owner or by anyone to accumulate, nor shall any fire hazard be allowed to exist. No improper, offensive, or unlawful use shall be made of any Lot, or any part thereof, and all valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof, and all regulations of the Subdivision Association, shall be observed.

5.28 Nuisance. It shall be the responsibility of each Owner to prevent the development of an unclean, unhealthy, unsightly, or unkept condition on their Lot. No Lot shall appear to be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, noise or other conditions that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding property.

5.29 Drainage. No Owner shall permit any blockage, construction, or landscaping to impede the flow of drainage upon any drainage easement or drainage swale. If a drainage swale is on an Owner's Lot, such Owner is required to maintain any portion of the drainage swale that is on the Owner's Lot. Fences or other Structures shall not be installed in Drainage/Access Easements (Public or Private).

5.30 Sidewalks. The construction, repair and replacement of the sidewalks shall be the responsibility of each individual property owner adjoining the sidewalk.

5.31 Builder and Declarant Exemption. Builder and Declarant are exempt from any and all requirements contained in Article V of this Declaration.

5.32 Short-Term Rentals. No lease associated with any property or Lot shall be for a time period of less than twelve (12) months.

5.33 Use and Protection of Lakes, Ponds, and Conservation Area. The use of all lakes and ponds, if any exist, shall be subject to rules as adopted by the Association, and shall be maintained by the Association.

The Association and the Declarant do not represent or warrant that any Lot is waterfront, that any Lot has lake access, or that the lakes and water levels will continue to exist in their present forms. Neither the Association, Declarant, nor any agent, officer or employee of either shall have any liability to any Owner with regard to the augmentation or continued water levels of any lake.

No Structures shall be placed on any of the lakes or ponds by any Owner and all access to any lake is only permitted through authorized access points created by the Association or other governmental agencies. The Declarant reserves the exclusive right, but not the obligation to install improvements to the Common Area, including but not limited to docks, boardwalks, piers, or boat ramps which may be placed in the Common Area for the use of all Owners and guests.

5.34 Irrigation. All Lots must have underground irrigation systems in operable condition and may not draw upon water from creeks, streams, lakes, ponds, retention, detention, canals, or other bodies of water within the Subdivision. Individual wells are prohibited.

5.35 Compliance with WMD Permit. Each Owner within the Subdivision at the time of construction of a building, residence, or Structure shall comply with the construction plans for the Surface Water Management System approved and on file with the WMD. No Owner of any property within the Subdivision may construct or maintain, any building, residence or Structure, or under take or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved Environmental Resource Permit ("ERP") and recorded Plat of the Subdivision, if any exist, unless prior approval is received from the WMD.

If any exist, the Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to WMD.

The WMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System as well as any and all other provisions contained in this Declaration that in any way relate to the ERP issued by the WMD. The WMD's right to enforce this Declaration by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the WMD against the Association and/or the Owner(s). Should the WMD bring an action at law or in equity to enforce any provision of this Declaration; and, should it be determined in any such proceedings that the Association or any Owner(s) breached any of the provisions of this Declaration or failed to completely and timely comply with this Declaration, the WMD shall be entitled to an award of attorneys' fees and costs incurred by the WMD in such proceedings, which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The WMD shall have the right to file a lien in the public records of the County, or any such attorneys' fees and costs awarded to the WMD by any court or administrative body.

Any proposed amendment to the Association Documents affecting the system (including environmental conservation areas and the water management portions of the Common Areas) must be submitted to the agency for a determination of whether the proposed amendment necessitates a modification of the ERP. If modification is necessary, the Agency will so advise the permittee. The amendment affecting the system may not be finalized until any necessary permit modification is approved by the Agency or the Association is advised that a modification is not necessary.

The Association shall exist in perpetuity. However, if the Association ceases to exist, and if no maintenance agreement exists with an approved Association, then any Stormwater Management System or discharge facility for which the Association is responsible shall be accepted by and maintained by local government units, including county or municipal service taxing unit, an active water control district, a drainage district created by special act, a community development district created under Chapter 190, Florida Statutes, a special assessment district created under Chapter 170, Florida Statutes, a state or federal agency, any duly constituted communication, water, sewer, electrical or other public utility, any entity acceptable to the Department of Environmental Regulation or its successor under its rules and regulations.

If the Subdivision has on site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall be responsible to carry out this obligation and to complete the task successfully, including meeting all ERP conditions associated with wetland mitigation, maintenance and monitoring. The Association shall allocate sufficient funds in its budget for such monitoring and maintenance of the wetland mitigation area(s) each year until the WMD determines that the area(s) is successful in accordance with the ERP.

Copies of the ERP and any future permit actions of the WMD, attached herein as Exhibit "D", shall be maintained by the Association's registered agent for benefit of the Association at the office of the Association. The ERP shall be owned by the Association, and the Association has the obligation to assure that all terms and conditions thereof are enforced. If the ERP is issued in Declarant's name, then on or before the conversion of the rights of the Membership, pursuant to this Declaration, Declarant shall transfer and the Association shall accept and assume all rights and obligations of Declarant under the ERP. This provision shall not be amended without the written consent of Declarant.

5.36 Lot Setback. No residential dwelling unit shall be constructed on any Lot or building site in the Subdivision, which does not conform to the setback lines shown on the recorded Plat; however, an automatic waiver of ten percent (10%) of any setback requirement on the Plat is hereby granted for violations of any setback requirement not exceeding ten percent (10%). The automatic waiver established by this Section has no effect on any setback requirements imposed by the County's Land Development Code; and appropriate waivers or variances may be required in certain circumstances.

ARTICLE VI
DESIGN REVIEW

6.1 Design Approval. No building, structure, architectural feature or improvement, including but not limited to structures, irrigation systems, landscaping, fencing, or hedges, whether for new construction or a modification or addition to existing improvements, shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate, complete plans and specifications for such building, structure, and/or improvement and a detailed site plan showing its proposed location, and the plan specifications and detailed site plan have been approved in writing by ARC. The approval of said plans and specifications may be withheld not only because of noncompliance with any of the specific easements, covenants, conditions, and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevation, the nature of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of external design with the existing or proposed buildings, Structures or improvements located or to be located upon the Property, including the heights, kind and appearances of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and driveways, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One (1) set of plans and specifications and a detailed site plan as finally approved may be retained by the Declarant or ARC.

Upon completion of any buildings, structure or improvement in accordance with approved plans and specifications and detailed site plan, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement or to the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without prior written approval in the manner above provided.

ARC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by ARC. Such written instrument shall be returned to the Owner.

ARC shall not obviate any reviews or approvals required by government and does not constitute a structural review or review for compliance with building codes or any purpose other than design compatibility with the community, surrounding structures and terrain.

ARC shall have the authority to publish "Design Guidelines" that shall outline guidelines for the design of improvements to be constructed on the Lots. ARC reserves the right to amend these Design Guidelines from time to time.

6.2 Exculpation of Declarant and ARC. Declarant and/or ARC cannot and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of plans, designs or construction errors. Nor shall the Declarant and/or ARC be held responsible for loss or damages to any person arising out of noncompliance with governmental land use and building regulations. The Declarant and/or ARC also shall not be held responsible for any structural fault in design or construction. Neither the Association, ARC, Declarant, or any agent, officer or employee of the Association, ARC, or Declarant shall be liable to any Owner or other for any damages or costs arising in any way out of the approval or disapproval of any plans or applications.

6.3 Design Approval by Declarant. The Declarant reserves the right to maintain exclusive architectural control for new construction in all Common Areas, entrance and recreation areas. The purpose of architectural control is to assure that improvements in the Subdivision as a whole will preserve a uniformly high standard of construction that is attractive and harmonious. The basic architectural control for regulation of all Lots is vested in ARC. In addition, to further protect, conserve and enhance the aesthetics of the community, the Declarant itself, until the last Lot is sold, may regulate the appearance of all Common Area improvements and buildings, and structures if any. The power to regulate vested in the Declarant temporarily and ARC permanently shall include the power to prohibit those improvements, structures, buildings found to be (a) inconsistent with the provisions of this Declaration, or the aesthetic design or quality intended to be created and preserved hereby, or (b) contrary to the best interests of the Subdivision or (c) detrimental to the value and desirability of the Subdivision as a residential community with exclusive, unique and desirable qualities.

6.4 Builder Exemption. Builder shall be exempt from any and all requirements of Article VI.

6.5 Variance. The Declarant shall have the power and authority, in its sole discretion, to grant variances in compliance with the Declaration provided, however, that such variances shall be reasonable consistent with the purpose of the Declaration and shall not materially and adversely affect existing improvements. Whenever, in the exercise of its discretion, Declarant grants a variance, each Owner of a Lot hereby acknowledges that such variance shall constitute a waiver of any conflicting provisions of the Declaration. Each Owner of a Lot appoints Declarant as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances. Automatic ten percent (10%) setback variance.

6.6 Declarant's Right to Appoint. The Declarant shall have the right: to sit on and/or appoint the ARC, to remove without cause any person serving on ARC, and to fill any vacancies on ARC, until such time as all Class "B" Membership terminates. After termination of Class "B" Membership, Declarant may elect one (1) member to ARC so long as Declarant owns property in the Subdivision. Any person appointed to ARC by Declarant does not have to be a Member and shall only be removed by Declarant unless otherwise allowed under this Declaration. The ARC shall consist of not less than two (2) nor more than five (5) members. In the absence of a formally appointed committee, the Officers of the Association shall constitute the Architectural Committee.

ARTICLE VII
PROPERTY OWNERS' ASSESSMENTS

7.1 Purpose. Assessments for Common Expenses provided for herein shall be used for the general purpose of promoting recreation, safety, health, value, and common benefit and enjoyment of the Owners. These general purposes include, but are not limited to, maintaining Areas of Common Responsibility, Common Areas, the roads (if privately maintained), and expenses of general operation of the Association in the fashion that may be specifically authorized from time to time by the Board of Directors.

7.2 Assessment Lot. For the purpose of establishing and determining Assessments for Common Expenses payable by the Members, Assessment Lots are hereby established as follows:

(a) Each Lot with a Structure thereon shall be one (1) Assessment Lot.

(b) Each Lot, without a Structure, shall be one-fourth (1/4) of an Assessment Lot.

7.3 Determination of Assessments for Common Expenses and Establishing a Budget. Not less than thirty (30) days prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year, which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year and covering the estimated cost of operating the Association during the coming year. In determining the budget for any fiscal year, the Board may take into account expenses, Area of Common Responsibility, Common Areas, Lots, and other additional obligations anticipated to be added during the fiscal year, if any. The budget may include a capital contribution or reserve in accordance with the current year's budget. The Board shall then establish the Assessment for Common Expenses, which shall be equal to the total amount to be assessed for Common Expenses pursuant to the budget, divided by the total number of Assessment Lots within the Subdivision. The Association shall then promptly notify all Members, in writing, of the amount, frequency, and due dates of the Assessment for Common Expenses per Assessment Lot or fraction thereof at least twenty (20) days prior to the meeting of the Board at which the budget is adopted. The budget and Assessment shall become effective unless if either disapproved at the annual meeting, by a vote of at least fifty-one percent (51%) of the Association's Members, or without a majority vote of the Board. In the event the Board fails to adopt a budget and Assessment as provided herein, the Assessments for the current year shall be continued in full force and effect for the succeeding year.

From time to time during the fiscal year, the Board may modify the budget for the fiscal year. When needed, the Board may amend the budget during a fiscal year and increase the amount of the Assessments by ten percent (10%) without approval of the Members if it appears that there will be insufficient income to meet the obligations of the Association. If the increase of the Assessments exceeds ten percent (10%), the Board may make special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any special Assessment

for Common Expenses. In the event any Assessments for Common Expenses are made payable in equal periodic payments as provided in the notice, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Member be due less than ten (10) days from the date of the notification, of such Assessment.

7.4 Transfer of Ownership Fee. Commencing upon the transfer of title of any Lot(s) from a seller, other than Declarant or Builder, such transfer shall require purchaser of such Lot(s) to pay Association TWO HUNDRED AND 00/100 DOLLARS ($200.00) per Lot transfer fee.

7.5 Creation of Lien and Personal Obligation. Each Owner of any Lot by acceptance of a deed whether or not it is expressed in the deed, covenants and agrees to pay to the Association:

(a) Assessments for Common Expenses;

(b) Special Assessments to be established and collected as hereinafter provided; and

(c) Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, interest at the highest rate allowed by applicable law, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied for the actions of any Owner, or guest, invitee, or family member of such Owner.

All Assessments and costs of collection for delinquent assessments along with interest on delinquent assessments, administrative fee for collection, and reasonable attorney fees shall be a continuing lien upon the Lot against which the Assessment is made. Each Assessment together with interest, administrative fee, and a reasonable attorney fee shall also be the personal obligation of each person who is the Owner of the Lot at the time the Assessment is levied. Each Owner shall be liable for his or her portion of each Assessment and his or her grantee shall be jointly and severally liable for any portion that may be due at the time of conveyance. Assessments shall be paid in the manner and upon the date specified by the Board of Directors and unless otherwise provided by the Board, shall be paid in monthly installments or in one (1) annual payment. Each Lot shall be assessed equally for annual Assessments and special Assessments.

7.6 Special Assessments. In addition to the annual Assessments for Common Expenses authorized above, the Board may levy in an assessment year, a Special Assessment for unanticipated expenses not included within the budget and not reserves, as long as the Declarant is exercising its rights under the provisions hereof, not to pay assessments. Meetings for special purpose of considering Special Assessments shall be held only after due notice to the Owners mailed not less than thirty (30) days prior to the date of the meeting.

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 Stormwater Management System and any and all other costs incurred to comply with the terms and provisions of the ERP issued by the WMD. Such Special Assessments shall be levied by the Board of Directors of the Association with or without approval of the Membership of the Association. Special Assessments shall be due and payable within ten (10) days of the Assessment being levied.

7.7 Liens or Assessments. All sums assessed against any Lot pursuant to this Declaration together with interest as provided herein shall be secured by a continuing lien upon such Lot in favor of the Association. The lien shall be superior to all other liens and encumbrances on the Lot, and shall relate back to the recording of this Declaration and shall be superior to any homestead rights, except for liens of ad valorem taxes and mortgages held by institutionalized lenders. Persons other than recognized lending institutions acquiring interests other than first mortgages liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records shall be deemed to consent to the liens and assessments of the Association and the subsequent liens shall be inferior to future liens for assessments of the Association whether or not prior consent be specifically set forth in the instrument creating such liens or encumbrances.

7.8 Remedies of the Association to Enforce Assessments. Any Assessments that are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) days shall incur an administrative charge for collection in the amount the Board of Directors may determine from time to time. If the Assessment has not been paid within thirty (30) days, the assessment liens shall commence to include interest on the principal amount at the maximum rate per annum allowed by law from the date first due and payable, plus an administrative charge or late fee as allowed by law, and costs for collection, including a reasonable attorney's fee and all costs through any appeal. In the event that the Assessment remains unpaid after sixty (60) days, the Association may commence legal action to collect the Assessments or to foreclose its lien. Each Owner by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against it personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as liens for mortgages on real Property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Owners.

7.9 Date of Commencement of Annual Assessments and Deficit Funding.

(a) Annual Assessments shall commence upon conveyance of the Lot to an Owner, other than Declarant or Builder. The annual Assessment shall be payable in the manner and on the schedule the Board of Directors may provide, and if not stated in the budget, shall be on the first of the month, and begin to accrue late fees and interest if not paid within fifteen (15) days after the due date.

(b) Notwithstanding anything herein to the contrary, as long as Class "B" Membership exists, Declarant and/or Builder may elect not to pay any Assessment as to any Lot owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from the Assessments collectible from the Class "A" Members ("Deficit Fund"). For purposes of this subsidy arrangement, unless expressly required by applicable law, Declarant and/or Builder need not subsidize or pay any Assessment amounts levied for replacement reserves or capital expenditures. If Declarant and/or Builder elects to Deficit Fund as permitted herein and under the Florida Association Act, then for purposes of complying with Florida Statutes, Section 720.308(3), the amount of the Annual Assessments, as such Annual Assessments may be increased per fiscal year, shall be the maximum obligation of the Class "A" Members. If Declarant and/or Builder elects to Deficit Fund, then for purposes of complying with Florida Statutes, Section 720.308(3), the amount above the Annual Assessments that is necessary to keep the Association operational shall be the amount of Declarant's/Builder's guarantee of Common Expenses. It is the express intent of Declarant that this be an establishment of a guarantee pursuant to Florida Statutes, Section 720.308(2). Unless Declarant and/or Builder otherwise notifies the Board in writing at least thirty (30) days before the beginning of a fiscal year, Declarant and/or Builder shall continue paying on the same basis as during the previous fiscal year. Declarant and/or Builder, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the Assessments thereafter falling due for the Lots then owned by Declarant or Builder, prorated as of the date that such notice is delivered to the Association. Notwithstanding the foregoing, Declarant and/or Builder shall never be obligated to pay any Individual Assessment or Start-Up Assessment.

7.10 Exempt Property. The Assessments, charges and liens created under this Article VII shall not apply to the Common Areas nor shall the Assessments apply to land or easements dedicated to and accepted by local public authority or any land used by a utility company.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Run with the Land. This Declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of thirty (30) years from the date it is recorded after which time it shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by two-thirds (2/3) of the Owners of the Lots agree to change the covenants in whole or in part and is recorded.

8.2 Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Board of Directors with an attached certification that the Amendments have been approved by the required voting percentage at a properly noticed meeting of the Association, where the required quorum was present

in person or by proxy or with an attached joinder signed by Owners, Declarant, and/or Builder with the required voting interest to approve such Amendment.

This Declaration may be amended by a majority vote of those eligible to vote at a properly noticed meeting where a quorum is present. A quorum shall be twenty percent (20%) of the total voting interest of the Association. An Owner must be current on all its assessments and financial accounting to be eligible to vote.

The Declarant retains the right to amend the Declaration until the sale of the last Lot to comply with any governmental requirement or request, or to correct errors, or any requirement by an institutional lender which commits to make mortgage loans for homes in the Subdivision, without the consent of the Owners, during the period of time before control of the Association is required to be turned over to the Owners. Such Amendment by the Declarant shall not prejudice the Owners or diminish the property rights of Owners, nor shall they transfer any of the Declarant's obligations to the Association or to the Owners. Until such time as the last Lot that the Declarant holds for sale in the ordinary course of business is conveyed by the Declarant, it specifically reserves for itself, its successors and assigns, the absolute and unconditional right to amend, alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration; provided, however, no such Amendment, alteration, modification, revocation, rescission, or cancellation shall prejudice or otherwise impair the security, rights and priorities of any mortgagee of record as to any of the Lots. All or any portion of the Properties may be removed from the lien and operation of this Declaration by an amendment executed by the Declarant for such purposes, provided there are no conveyances of Lots or residential units constructed upon the Property being removed from the lien and operation of this Declaration. Notwithstanding any other provision in this Declaration, the Articles or Bylaws to the contrary, the Board shall have the power to unilaterally amend this Declaration to bring any provisions herein into compliance with any governmental or quasi-governmental statute, rule, regulation, or requirement, or judicial ruling. To the extent legally required, each Owner shall be deemed to have granted to the Association an irrevocable power of attorney, coupled with an interest, for this purpose.

Any Amendment to the Declaration, 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 written approval of the WMD.

8.3 Indemnification. The Association shall indemnify every Officer, Director and Owner on ARC and all other Committee members, as well as Declarant, against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he/she may be made a party by reason of being or having been an Officer or Director or committee members, at the time such expenses are incurred. The Officers, Directors and committee members shall not be liable for any mistake of judgement, negligence, or otherwise, except for his own individual willful misconduct or nonfeasance. The Officers, Directors, and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers, Directors and committee members may also be Owners of the Association) and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any Officer, Director, or committee member, or former officer, director, or committee member may be entitled. The Association may as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

8.4 Eminent Domain. In the event of a threatened taking of a Common Area, the Association shall have a power to take all action with respect to such taking. The Board may act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of taking of less than all the Common Areas, the rules as to restoration, replacement of any Common Area and the improvement thereon shall apply as in the case of destruction of improvements upon the Common Area.

8.5 Insurance. The Association shall obtain, to the extent reasonably available and at a reasonable cost, insurance it deems necessary which may include, but not limited to, the following policies of insurance:

(a) fire and extended coverage insurance on all improvements upon the Common Areas and Areas of Common Responsibility in the amount of one hundred percent (100%) of the full insurance replacement cost value of the improvements, or as determined by the Board;

(b) general comprehensive public liability insurance against liability to and claims of the public, an Owner of the Association and any other person with respect to liability occurring upon the Common Areas or the Areas of Common Responsibility based upon or arising out of the Association's Ownership or use of the Common Area or Areas of Common Responsibility. The minimum combined single limits of liability shall not be less than ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) per occurrence and ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) in the aggregate. The liability insurance shall name, as separately protected insured, the Declarant, the Association, the Board, ARC (if economically feasible) and their respective Owners, employees, officers, agents and representatives.

The Association shall furnish the insurance contemplated and any judgement by the Association as to the amount and type of insurance shall be reasonable and shall be made after due deliberation in good faith and based on institutionalized lender's loan guidelines.

8.6 Contracts with Declarant or Third Parties. The Association and Declarant are authorized to enter into mutual contracts for any services the Declarant is capable of providing to the Association. The contract shall be an arm's length transaction subject to such terms and conditions as the parties may agree. Any third-party contract must be capable of being terminated with thirty (30)-days' notice. Agreements with any Association management company shall clearly state any estoppel fees due to the management company for a change of title of a Lot.

8.7 Headings. It is further declared that the headings or titles inserted in the Declaration and any subsequent Amendments are inserted solely for the convenience of reference and shall not constitute a part of this Declaration nor shall they affect its meaning, construction or effect.

8.8 Traffic. Traffic in any of the streets and roads or ways in the Subdivision shall be subject to the provisions of the laws of the State of Florida concerning operation of motor vehicles on public streets. The traffic laws shall operate as restrictive covenants and shall be enforceable by the powers of the Association, as well as applicable Law Enforcement Agencies, including the right to collect reasonable fines for violation thereof. Reasonable speed limits may be designated by the Board of Directors of the Association and shall be posted in the Subdivision. Only drivers licensed to operate or recognized by the State of Florida may operate any type of motor vehicle or golf cart on the streets of the Subdivision. The Association is empowered to pass, administer and enforce reasonable rules and regulations for control of traffic and safety. Automobiles and trucks with noisy exhaust systems or excessive emissions shall not be operated in the Subdivision. There shall be no racing whatsoever on the streets. All vehicles parked or driven in the Subdivision shall have a current registration tag on the vehicle. Neither go-carts, motorized scooters nor three (3) and four (4) wheel all-terrain vehicles shall be operated within the Subdivision. All vehicles of every kind and nature which are allowed on the streets of the Subdivision, shall be operated in a careful and quiet manner, and with consideration for all Owners of the community, and in a manner to be expected from a reasonable, prudent person. Vehicles may only be operated in areas designated by the Association for vehicle operation.

WHERE PERMITTED BY LOCAL LAW ENFORCEMENT AGENCIES AND MUNICIPAL GOVERNMENT, THE DECLARANT MAY ELECT TO INSTALL ENTRY/EXIT GATES OR SUCH OTHER TRAFFIC CONTROL DEVICES UPON THE STREETS AS IT MAY, IN ITS SOLE DISCRETION DETERMINE TO BE IN THE BEST INTERESTS OF THE ASSOCIATION AND ITS MEMBERS. THE ASSOCIATION SHALL PAY FOR THE COST OF MAINTENANCE AND REPAIR OF SUCH DEVICES AS PART OF ITS BUDGET PROCESS, AND SUCH DEVICES SHALL NOT BE AN INTERFERENCE WITH ANY EASEMENT HEREUNDER.

8.9 Perpetual Easement. Notwithstanding any provisions of this Declaration or any Amendments thereto, no easements in the Common Area for ingress and egress may be terminated, said easement's being intended to be perpetual; this will apply regardless of the termination of the restrictive covenants contained in this Declaration and regardless of the termination of the Declaration itself. Furthermore, notwithstanding the termination of this Declaration, the Association's power to make assessments and its duties to maintain the Common Areas and Areas of Common Responsibility shall survive the termination of this Declaration unless the instrument of termination specifically provides otherwise.

8.10 Supplemental Declarations and Additions to Existing Property. Declarant, by its sole and absolute discretion, may file such Supplemental Declarations as it deems appropriate from time to time, and the same will be amended from time to time as additional phases of the Subdivision are developed, without the necessity of any joinder by the Association or by any Owners in the Subdivision; there is reserved in the Declarant the unrestricted right to grant easements in all roads and Common Areas throughout the Property to all Owners of Lots in the Subdivision (including phases to be developed by use of a supplemental declaration). The right of the Declarant to extend all of the benefits of easements, as development proceeds in phases, to all Owners of Lots in the Subdivision, over roads and over other Common Areas throughout the existing properties and future additions thereto is absolute and may be exercised at any time and from time to time without the joinder and without the consent of the Association or of any Owner or mortgagee whomsoever. It is likewise intended that notwithstanding the provisions of Section 2.2 (e) or of any other provision of the Declaration, neither the Association's consent nor that of its Owners shall be necessary for Declarant to grant utility easements to public utility companies and to governmental units, so long as the easements are over Common Areas, Areas of Common Responsibility or over portions of Lots then owned by the Declarant.

As additional phases are developed, they shall be Additional Property within the jurisdiction of the Association entitled to the easements granted herein and subject to the restrictions and Assessments set out herein. The additions shall be made by filing of record – one (1) or more Supplemental Declarations with respect to the properties to be subject to this Declaration. A new supplementary filing shall extend the jurisdiction of the Association and the undivided interest in the Common Areas and Areas of Common Responsibility to the Additional Property owners and thereby shall subject the Additional Property to Common Area easements and Assessments for its just share of the Association's expenses. Each Supplemental Declaration may contain complementary additions and modifications of this Declaration to reflect the different character, if any, of the added properties; provided however, such Supplemental Declaration shall not revoke or otherwise amend this Declaration as it applies to the existing Property.

8.11 Declarant's Rights. The provisions of this Declaration shall not be applicable to prevent or hinder the activities of Declarant or Builder in developing, marketing, and operating the community. Additionally, and notwithstanding any other provision of this Declaration, Declarant and its designees or Builder may employ such methods of marketing including signage, parking facilities for models, and operation of sales and construction offices, as deemed appropriate in Declarant's or Builder's sole discretion, and for ingress and egress over the Common Area for this purpose.

8.12 Declarant and Builder Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and the Lots have been sold to Third Party Purchasers, neither the Owners nor the Association shall interfere with, or allow the interference with, the completion of Declarant's planned improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Areas, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit Declarant from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant from any of the following:

(a) Doing on any property or Lot owned or controlled by it, whatever it determines to be necessary, convenient or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by Declarant at any time and from time to time, without notice); or

(b) Erecting, constructing and maintaining on any property or Lot owned or controlled by Declarant, such structures as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Conducting on any property or Lot owned or controlled by Declarant, its business of developing, subdividing, grading and constructing improvements on the Property and of disposing of Lots therein by sale, lease or otherwise; or

(d) Determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Development or the Property; or

(e) Maintaining such sign or signs on any property or Lot owned or controlled by Declarant as may be necessary or desired in connection with the operation of any Lots owned by Declarant or the sale, lease, marketing or operation of the Lots; or

(f) Recording Supplemental Declarations that modify or amend this Declaration, which add or withdraw Additional Property, or that otherwise allow or permit Declarant to effect any action which may be required of Declarant by the local government or any other Governing Authority or quasi-governmental agency in connection with the development and continuing operation of the Property; or

(g) Modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Areas or utilizing all or portions of the Common Areas for construction access or staging (provided that same does not impair existing platted access (as shown on any recorded Plats) or utility services to the Lots); or

(h) Causing utilities to be available to all portions of the Property, including, but not limited to, the reserving or granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

8.13 Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF OTHER APPLICABLE SECTIONS HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF ANY OTHER SECTION HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

8.14 Notices and Disclaimers As to Water Bodies, Preserves, Golf Courses and Sinkholes. NEITHER DECLARANT, BUILDER, NOR THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE DECLARANT, BUILDER, AND ASSOCIATION FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. REGARDLESS OF ANY PRECEPTION OR VERBAL COMMUNICATION PURPORTING TO REPRESENT THAT ADJACENT LAND MAY NOT BE

DEVELOPED, DECLARANT, BUILDER, AND THE ASSOCIATION DISCLAIM ANY SUCH PERCEPTION OR COMMUNICATION.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE COMMUNITY AND MAY POSE A THREAT TO THE PERSONS, PETS AND PROPERTY, BUT THAT THE DECLARANT, BUILDER, AND ASSOCIATION ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, SINKHOLES MAY OCCUR ON THE PROPERTIES AND NEITHER THE DECLARANT NOR ANY BUILDER SHALL BE LIABLE OR RESPONSIBLE, IN ANY WAY WHATSOEVER FOR THE DAMAGES CAUSED BY THE OCCURRENCE OF ANY SINKHOLE. OWNERS ARE ADVISED TO OBTAIN INSURANCE FOR PROPERTY DAMAGE TO THEIR DWELLING FOR THIS PURPOSE.

8.15 Attorneys' Fees. In the event of any dispute arising out of the terms of this Declaration, whether or not a lawsuit, arbitration, or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including those incurred in any related appeals, post judgement collection proceedings, or bankruptcy proceedings), including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of the recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

8.16 Severability. If any provision of this Declaration is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Declaration will not be affected or impaired.

8.17 Waiver of Jury Trial. The Association and all Owners agree to waive trial by jury in respect of any dispute and any action on dispute. This waiver is knowingly, willingly, and voluntarily made by both parties, and both parties hereby represent that no representations of fact or opinion have been made by any person or entity to induce this waiver of trial by jury or to in any way modify or nullify its effect. This provision is a material inducement for the parties entering into this Declaration.

8.18 Conflicts. If there is any conflict between this Declaration, Bylaws, and/or Articles of Incorporation for the Association, this Declaration shall govern.

8.19 Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ARTICLE IX
DISCLAIMER OF LIABILITY OF ASSOCIATION

9.1 Disclaimer of Liability. Notwithstanding anything contained herein or in the Association Documents neither the Association, Builder, nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Subdivision including, without limitation, residents and their families, guests, invitees,

agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Alachua County and /or any other jurisdiction or the preventions of illegal activity;

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety, security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason;

Each Owner (by virtue of Owner's acceptance of title to their Lot) and each other person or entity having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article IX and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article IX.

The Common Areas and easements contain wetlands, roads and water areas which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or Common Areas and easements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in Article IX, “Association” shall include within its meaning all of the Association's Directors, Officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article IX shall also inure to the benefit of the Declarant and Builder, which shall be fully protected hereby.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name and by its Manager, on the _____ day of _____, 2024.

Executed and declared in the presence of:

GARDEN STREET COMMUNITIES SOUTHEAST, LLC, a Florida limited liability company

_____
Print Name:_____

_____ By: _____
Print Name:_____ **William Bryan Adams, Manager**

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, 2024, an officer duly qualified to take acknowledgments, personally appeared **WILLIAM BRYAN ADAMS,** Manager of **GARDEN STREET COMMUNITIES SOUTHEAST, LLC,** a Florida limited liability company, who is personally known to me and who did not take an oath.

_____
Notary Public
My commission expires: _____

Exhibits:
A – Legal Description
B – Bylaws
C – Articles of Incorporation
D – ERP/ Future permit actions of the WMD

JOINDER
OF
KIRKLAND FARMS
HOMEOWNERS ASSOCIATION, INC.

KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit ("HOA"), hereby consents to and joins in this Declaration of Covenants, Conditions, Restrictions, Easements, and Assessments for Kirkland Farms (the "Declaration") for the purposes of declaring and agreeing that the Property described in the Plat(s) of **KIRKLAND FARMS**, recorded in the Public Records of Alachua County, Florida, shall remain subject to all the terms, conditions, covenants and restrictions set forth in the Declaration.

This joinder shall be binding upon the parties hereto and their respective successors and assigns.

Signed, Sealed and Delivered

In our presence as witnesses:

_____

Print Name: _____

_____

Print Name: _____

KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit

BY: _____

Print Name: Derek Sutton

Title: President

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Derek Sutton as President of **KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC.,** a Florida corporation, not-for-profit, who □ is personally known to me or □ has provided _____ as identification.

_____
Notary Public
My commission expires: _____

SUBDIVIDERS AGREEMENT FOR KIRKLAND FARMS PHASE 1

This SUBDIVIDERS AGREEMENT for Kirkland Farms Phase 1 (the "Agreement") is made this 26th day of February 2024.

BETWEEN

DEVELOPER: GARDEN STREET COMMUNITIES SOUTHEAST, LLC
a Florida Limited Liability Company ("Developer")
Whose address is:
100 W. Garden Street
2nd Floor
Pensacola, FL 32502

AND

CITY: CITY OF ALACHUA, a municipality in Alachua County, FL ("City")

RECITALS:

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

WHEREAS, the Property or Land which is described in the Plat for the Project is owned by GARDEN STREET COMMUNITIES SOUTHEAST, LLC, a Florida Limited Liability Company, whose mailing address is: 100 W. Garden Street, 2nd Floor, Pensacola, FL 32502;

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) of the City's Land Development Regulations (the "LDRs");

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

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

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

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

1. **Recitals:** The above information and recitals are true and correct and are incorporated as material terms of this Agreement by reference.

2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.

3. **Construction:** The Developer shall construct, at Developer's sole expense, the public and private improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, easements, stormwater conveyance systems, and drainage facilities as reflected on the Plat which will be recorded for the Project (the "Improvements")], for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the Construction Plans prepared by the Developer's design engineer (the "Plans"), which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs. Developer agrees to proceed with the construction of the Improvements for the Project, with the exception of the sidewalks depicted on the Construction Plans which sidewalks abut or are immediately adjacent to a residential house lots depicted on the Plat (herein referred as "House Sidewalk" or "House Sidewalks" which are further addressed in Paragraph 15 below), in a diligent manner, and Developer shall complete these Improvements on or before June 26, 2026.

4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer.

5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It is the Developer's sole responsibility to comply with these fire flow standards. Nothing in this Agreement, including, but not limited to, the Plans and or the Certificate of Concurrency Compliance for the Project, attached hereto as Exhibit "C" in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.

6. **Conveyance:** The Developer shall convey all of the required public Improvements to the City, however, the Developer and City agree that the public Improvements shall not be accepted by the City until the public Improvements have been completed, and approved by the City, a one-year warranty period as described below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements. Acceptance of the House Sidewalks shall be as set forth in Paragraph 15 below.

7. **Compliance:** The Developer warrants that it will construct all of the Improvements in accordance with the approved Plans and Plat for the Project, City's LDRs, and all applicable regulations, ordinances, laws, rules and the terms of this Agreement.

8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within one (1) business day of the recording of the Plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat. The Developer shall pay all costs associated with the recording of this Agreement.

9. **Surety Devices:** With the exception of the construction of the House Sidewalks, and in order to comply with Sections 2.4.10(G), 6.10.2, and 7.4.1 of the LDRs and insure the satisfactory construction of the Improvements, the Developer further warrants and agrees, as follows:

   a. Upon the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide the City with a Common Law Performance Bond ("Bond") in a form acceptable to the City in the amount of $5,803,126.51 (120% of the $4,835,938.76 estimated construction costs as set forth in the Certification in attached Exhibit "D") as the surety instrument and guarantee of the satisfactory construction of all of the Improvements required for the Project in accordance with this Agreement. This Bond shall remain in full force and effect until the terms of this Agreement have been fulfilled.
   b. Based upon the cost estimates submitted by Developer's Engineer contained in the attached Exhibit D, the completions of the construction of the Improvements listed in paragraph 10, subsections a., b., c., and d. below, will represent approximately 50% of the Improvements for the Project. Upon the City's Public Services Director's decision that the inspections of the construction of the Improvements described in paragraph 10, subsections a. b., c. and d. below are satisfactory, including the correction(s) of all discrepancies for all of these Improvements within said subsections, the Developer may submit a Replacement Common Law Performance Bond in a form acceptable to the City ("Replacement Bond") in the amount of $2,901,563.26. The Replacement Bond shall, thereafter, be the surety instrument for the satisfactory construction for all of the Improvements or the entire project, not just those Improvements constructed after the City's receipt of the

Replacement Bond. Upon the Receipt of the City of a satisfactory Replacement Bond, the City shall immediately provide the Developer with the Bond, less any reductions requested by the City for the completion of any Improvements.

c. Upon Developer's timely and satisfactory completion of all of the Improvements and the City's approval (but not acceptance) of these Improvements, and the Developer providing an acceptable Common Law Maintenance Bond as a surety instrument to the City in the amount of 10 percent of the certified value of the complete Improvements (approximately $483,593.88 as set forth in the Certification in attached Exhibit "D"), the City will return either the Bond or the Replacement Bond, if applicable, to the Developer, less any reductions requested by the City for the completion of any Improvements.

10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, including surety instruments, the Developer may commence construction of the Improvements. Construction shall be completed on or before June 26, 2026 (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 (either referred to as "Engineer"), shall perform Construction Inspection Services ("CIS") and shall prepare and provide to the City inspection reports at the following benchmarks:

    a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual and TV camera.
    b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
    c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
    d. Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
    e. Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
    f. Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement. If necessary, a thin asphalt coat shall be added to any areas of the streets in order to provide a smooth graded finish, in particular, around curbs.

    The Engineer performing the CIS shall submit the inspection reports to the City. The inspection reports shall show any discrepancies and shall note the correction of each discrepancy in a subsequent report. The Developer shall provide each inspection report to the City's Public Services Department with a copy to the City's Department of

Planning and Community Development within three (3) business days of each inspection. The 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 for the amount needed in order to correct the discrepancy.

Upon completion of the Improvements, the Developer shall have the Engineer performing the CIS conduct a final inspection and compile a final punch list. Upon the Engineer performing the CIS providing a final report to the Developer and the City indicating that all of the deficiencies noted in any inspection report and on the final punch list have been completed and the Improvements are in working order and in accordance with the Plans and LDRs, the LDR Administrator or designee shall thereafter perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within sixty (60) days of receipt of the final report. Upon completion of any and all repairs and a certification by the Engineer performing the CIS that the Improvements have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Engineer performing the CIS shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide a Common Law Maintenance Bond in the amount of 10% of the certified cost of construction as the one-year maintenance surety to the City as set forth in Paragraphs 9.b. above.

11. **No Final Inspections or Occupancy**: In the event the Developer conveys any interest, legal or equitable, to any property in the Project, notice is hereby given to the Developer that the City shall not conduct a final inspection on any house nor will the City provide permanent City utility services to any house in the Project until the Improvements required in this Agreement have been completed and approved in accordance with this Agreement. The Developer is responsible for the repair of any Improvements damaged as a result of the construction of any single-family homes in the Project. The Developer agrees that it does not have any reasonable business backed expectation that the purchasers of any lots or houses will be able to occupy or inhabit houses in the Project until the final approval of the Improvements has occurred. This paragraph does not prohibit the construction of not more than four (4) residential model homes for the sole purpose of selling other homes within the Project provided, however, no final inspection of any model home shall be conducted and no model home shall be occupied until after the final approval of the Improvements has occurred.

12. **Warranty Period:** The Developer warrants all Improvements for the Project for a period of one year from the City's approval, other than routine maintenance. Should the City, in the City's sole discretion, deem repairs are necessary 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 an engineer determines that a requested repair will take more than thirty (30) days to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one-year warranty period. The warranty period shall be automatically extended until the completion of all requested repairs. If

the Developer does not complete the repairs within thirty (30) days from the notice, it shall constitute a breach of this Agreement.

13. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the public Improvements shall in no case bind the City to accept the public Improvements for public maintenance or operation until the Public Services Director has approved that the Improvements have been constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulations and the Commission has accepted the public Improvements. Within sixty (60) days of the Public Services Director's approval, the Commission will formally accept maintenance of the public Improvements and release the Common Law Maintenance Bond. 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 fail to install or maintain the landscape improvements in accordance with the approved Construction Plans, the City may provide written notice to the Developer, specifying the nature of the deficiency. Within thirty (30) days following receipt of such notice, the Developer shall cause the appropriate repairs or cure to be effected. In the event damage or failure to maintain results in a situation where public safety is at risk, the City may, in its sole discretion, effect repairs to the Improvements without the need of prior notice to the Developer or its successor. The City will promptly bill the Developer for the repairs. If the bill is not paid within thirty (30) days, it shall be a default hereunder and the City shall have the right, but not the obligation, to make a claim under the Common Law Maintenance Bond to pay for the repairs.

15. **Construction, Installation, and Surety Devices for House Sidewalks:** The Construction, deadlines and surety devices for the House Sidewalks shall be as follows:

    a. Construction Deadline: The Developer shall complete the construction and installation of the House Sidewalks in accordance with the Plans and attached Exhibit "E". The construction of all of the House Sidewalks shall be completed on or before June 26, 2029. If Developer has not completed all of the House Sidewalks by June 26, 2029, the City shall have the right, but not the obligation, to make a demand on the House Sidewalks Common Law Performance Bond described within Paragraph 15.b. below, for completing as many of the remaining sidewalks as possible with this money. The City shall not, however, have any obligation to expend any money other than the proceeds from the House Sidewalk Common Law Performance Bond to construct sidewalks in the Project.

b. Surety Devices: In order to comply with Sections 2.4.10(G), 6.10.2, and 7.4.1 of the LDRs, the Developer shall provide the City with a House Sidewalks Common Law Performance Bond, in a form acceptable to the City, as the surety instrument to guarantee the satisfactory completion of the House Sidewalks as required in this Agreement. The amount of the House Sidewalk Common Law Performance Bond shall be $205,560.00 ($171,300 x 120% of the certified estimated cost of completion in attached Exhibit "E"). Upon the satisfactory completion and inspection of the House Sidewalks, but not the acceptance, the Developer shall provide the City with a House Sidewalk Common Law Maintenance Bond in the amount of $17,130.00 ($171,300 x 10%) for the one-year maintenance period. The City will then release and return the House Sidewalk Common Law Performance Bond.

c. Final Approval and Acceptance: Within one (1) year of the completion of all of the House Sidewalks, the City's Public Services Department will do a final inspection and notify the Developer in writing of any deficiencies, in the City's sole discretion. The Developer shall have thirty (30) days to cure these deficiencies. If the Developer does not cure these deficiencies within thirty (30) days, the City shall be authorized to have the work done and make a demand on the House Sidewalks Common Law Maintenance Bond to pay for the remedial work. Once the remedial work is complete, the House Sidewalks will be submitted to the Commission for acceptance. After the Commission's acceptance of the House Sidewalks, the House Sidewalks Common Law Maintenance Bond will be released and returned to the Developer.

d. The Developer shall have complete and exclusive liability for all claims and shall indemnify the City for all claims, including but not limited to claims for bodily injury and damages, in any way related to or arising out of the construction, completion or non-completion of the House Sidewalks undertaken by the Developer until the Commission has officially accepted the House Sidewalks.

16. **Non-Interest-Bearing Account:** All cash deposits made by the 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. **Default by Developer:** If the Developer fails to timely complete the Improvements or otherwise fulfill all of its obligations in accordance with this Agreement, the Developer shall be in default under this Agreement. The City shall provide the Developer thirty (30) days written notice of the default and the Developer shall have thirty (30) days to cure the default. If the Developer does not timely cure the default, the City may make a demand on any applicable bond(s) provided under this Agreement including, the Common Law Performance Bond, the Common Law Maintenance Bond, the House Sidewalks Common Law Performance Bond, or the House Sidewalks Common Law Maintenance Bond.

19. **Withholding Permits:** In the event that the Developer defaults, 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. If the Developer timely cures its default, the City shall immediately commence inspections and processing permits and certificates for the Project.

20. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer 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.

21. **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 poses 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.

22. **Indemnity:** The Developer shall indemnify and hold harmless the City, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, 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. Notwithstanding anything to the contrary, Developer shall not be obligated to indemnify, defend, or hold harmless the City for claims found to be due to the sole negligence or willful misconduct of the City.

23. **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.

24. **Agreement Runs with Land:** This Agreement shall be recorded in the Public Records of Alachua County, Florida and shall run with the Land.

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 to the City, Developer, and their respective representatives are as listed below:

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:	GARDEN STREET COMMUNITIES SOUTHEAST, LLC
Via USPS or Hand Delivery:	100 W. Garden Street 2nd Floor Pensacola, FL 32502

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 City. Upon the City's acceptance of the Improvements, the Developer may elect to assign all of its rights and obligations under this Agreement in accordance with applicable law to Kirkland Farms Homeowners Association, Inc. so long as the Developer first provides the City with a House Sidewalk Common Law Maintenance Bond, in the form acceptable to the City which shall remain in full force and effect until June 26, 2029. In such a case, the House Sidewalks will continue to be governed by paragraph 15 above, however, the City shall not have any other recourse against the Developer.

29. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.

30. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.

31. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.

32. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement, including all exhibits hereto.

33. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

34. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.

35. **Time of Essence:** Time is of the essence in complying with each and every term and condition of this Agreement.

36. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.

37. **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.

38. **No Future Representations**: The City's approval of this Subdividers Agreement for Kirkland Farms Phase 1 does not in any way imply, represent, require, guarantee, or indicate that the City will approve the application for any other phase of the development of Kirkland Farms.

39. **Effective Date:** This Agreement shall be effective on the date of its approval by the City Commissions.

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

Approved as to form:

_____
Marian B. Rush, City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR KIRKLAND FARMS PHASE 1 was acknowledged before me this 26th day of February 2024, by GIB COERPER, who is personally known to me or who produced _____ as identification.

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

[Signatures Continue on next page]

Witnesses:

(sign) _____

(print) AMANDA SNOW

DEVELOPERS/OWNERS

GARDEN STREET COMMUNITIES SOUTHEAST, LLC
a Florida Limited Liability Company
By: _____
William Bryan Adams, Sr., Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR KIRKLAND FARMS PHASE 1 was acknowledged before me this 15th day of FEBRUARY 2024, by William Bryan Adams, Sr., as Manager of Garden Street Communities Southeast, LLC, who is ~~personally known to me~~ or who produced DRIVER'S LICENSE as identification.

_____
Notary Public, State of Florida at large
Commission No.: HH354309
Expiration: 1.25.27 [SEAL]

SHELLEY A SEPULVEDA
Notary Public - State of Florida
Commission # HH 354309
My Comm. Expires Jan 25, 2027
Bonded through National Notary Assn.

[END]

Exhibit A – Legal Description to
Kirkwood Farms Phase 1
Subdividers Agreement

KIRKLAND FARMS PHASE I
eda PROJECT No. 2022-0011.S04
JANUARY 2, 2024

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT AND IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22°57'58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18°36'05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23°00'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22°10'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58°40'47" EAST, A DISTANCE OF 2125.72 FEET; THENCE NORTH 02°55'51" WEST, A DISTANCE OF 185.08 FEET; THENCE NORTH 31°32'08" WEST, A DISTANCE OF 127.18 FEET; THENCE NORTH 58°27'52" EAST, A DISTANCE OF 59.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'18", A DISTANCE OF 1.97 FEET TO THE POINT OF TANGENCY (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 30°46'59" WEST, 1.97 FEET); THENCE NORTH 31°32'08" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 58°27'52" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 58°40'47" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 24.70 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 02°54'44" WEST, A DISTANCE OF 83.43 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5064, PAGE 307 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 02°54'44" WEST, A DISTANCE OF 30.34 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALACHUA COUNTY ROAD NO. 2054, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 240, PAGE 565 OF SAID PUBLIC RECORDS; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.39 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 31°21'30" EAST, A DISTANCE OF 26.53 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 02°55'51" EAST, ALONG THE EAST LINE OF SAID LANDS AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF A 40 FOOT WIDE RIGHT-OF-WAY

LYING WEST OF BLOCKS 1 AND 4 OF ALACHUA REALTY CO SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 106, OF SAID PUBLIC RECORDS, A DISTANCE OF 948.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER ATLANTIC COAST LINE RAILROAD CO.) 100 FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE SOUTH 41°06'29" WEST, ALONG SAID NORTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1640.15 FEET TO A POINT ON SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT; THENCE NORTH 70°50'15" WEST, ALONG SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT, A DISTANCE OF 1214.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.58 ACRES, MORE OR LESS.

Exhibit B – Plat (not recorded)
to Kirkwood Farms Phase 1
Subdividers Agreement

KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ____, PAGE ____
SHEET 1 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 10 & 11 OF J.C. SHEFFIELD SUBDIVISION, PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND A PORTION THEREOF BEING A REPLAT OF A LOTS 3 THROUGH 7, BLOCK 3 OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT AND IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 75 (STATE ROAD NO. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 33°37'20" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.04 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 00°36'10" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 56°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 283.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 181, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 33°03'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 56°56'46" EAST, ALONG SAID EAST LINE, A DISTANCE OF 284.37 FEET; THENCE NORTH 56°40'47" EAST, A DISTANCE OF 2123.72 FEET; THENCE NORTH 03°39'39" WEST, A DISTANCE OF 104.08 FEET; THENCE NORTH 31°27'08" WEST, A DISTANCE OF 137.18 FEET; THENCE NORTH 58°27'52" EAST, A DISTANCE OF 39.87 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°30'18", A DISTANCE OF 1.97 FEET TO THE POINT OF TANGENCY (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°46'06" WEST, 1.97 FEET); THENCE NORTH 31°27'08" WEST, A DISTANCE OF 445.25 FEET; THENCE SOUTH 58°27'52" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS RECORDED IN OFFICIAL RECORDS BOOK 4140, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 56°40'47" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 24.78 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 03°54'44" WEST, A DISTANCE OF 63.43 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING ON THE SOUTHWEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4064, PAGE 309 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 03°54'44" WEST, A DISTANCE OF 30.34 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALACHUA COUNTY ROAD NO. 1034, AS NOW RECORDED IN OFFICIAL RECORDS BOOK 240, PAGE 565 OF SAID PUBLIC RECORDS; THENCE NORTH 56°40'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.29 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 31°27'08" EAST, A DISTANCE OF 28.52 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4012, PAGE 1369 OF SAID PUBLIC RECORDS; THENCE SOUTH 82°04'37" EAST, ALONG THE EAST LINE OF SAID LANDS AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF A 40 FOOT WIDE RIGHT-OF-WAY LYING WEST OF FLORIDA STREET AND A 40 FOOT WIDE RIGHT-OF-WAY LYING WEST OF ALACHUA REALTY CO SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 106, OF SAID PUBLIC RECORDS, A DISTANCE OF 948.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION, INC. (FORMER ATLANTIC COAST LINE RAILROAD CO.) 100 FOOT WIDE RAILROAD ROAD-OF-WAY; THENCE SOUTH 41°08'29" WEST, ALONG SAID NORTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1646.15 FEET TO A POINT ON SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT; THENCE NORTH 70°59'19" WEST, ALONG SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT, A DISTANCE OF 1214.61 FEET TO THE POINT OF BEGINNING.

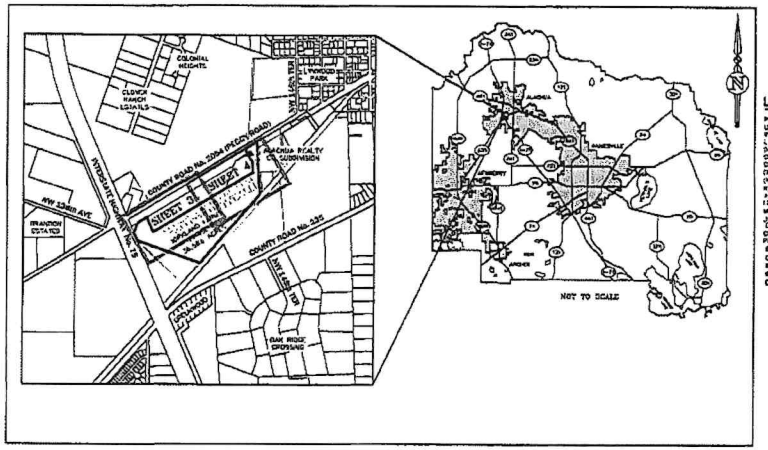
CONTAINING 36.56 ACRES, MORE OR LESS.

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (SEE NOTE 10) WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE C.S.X. TRANSPORTATION, INC. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD AIR LINE RAILROAD) AS BEING NORTH 56 DEGREES 40 MINUTES, 47 SECONDS EAST.
2. THE ERROR OF CLOSURE OF THE BOUNDARY OF THIS HEREON DESCRIBED PROPERTY DOES NOT EXCEED 1/10,000.
3. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. THE DISTANCES SHOWN HEREON ARE IN THE HORIZONTAL PLANE AND U.S. SURVEY FOOT.
5. IN THIS SURVEYOR'S OPINION, THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X (UNSHADED)" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN), AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12001C0120D, COMMUNITY NUMBER 120064, PANEL 0120D, WITH AN EFFECTIVE DATE OF JUNE 16, 2006.
6. TOTAL NUMBER OF RESIDENTIAL LOTS = 70
7. TOTAL ACREAGE OF SUBDIVISION = 36.56± ACRES
8. ELEVATIONS SHOWN HEREON WERE BASED ON AN ELEVATION OF 113.68 FEET (NAVD 88 DATUM) ON A FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT WITH BRASS DISK STAMPED "175 93 634".
9. PURSUANT TO CHAPTER 177.091(9) – MONUMENTS WILL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PIN OR PCP, UNLESS A MONUMENT ALREADY EXISTS OR CANNOT BE SET DUE TO A PHYSICAL OBSTRUCTION.
10. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH, NORTH ZONE (SPC FL N) REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) (2011 ADJUSTMENT) (NAD83(2011)), USING THE U.S. SURVEY FOOT.
11. ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
12. BUILDING SETBACK LINE (BSL) REQUIREMENTS (MINIMUM) UNLESS OTHERWISE NOTED:
    FRONT 20 FEET
    REAR 15 FEET
    SIDE (STREET) 10 FEET
    SIDE (INTERIOR) 5 FEET
    (APPLIES TO BOTH PRIMARY AND ACCESSORY STRUCTURES)
13. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF TREES PLANTED IN RIGHTS-OF-WAY AND COMMON AREAS IN CONFORMANCE WITH SECTION 7.8.1 OF THE CITY OF ALACHUA CODE OF ORDINANCES AND IN CONFORMANCE WITH THE SUBDIVISION AGREEMENT.
14. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF ALL COMPONENTS OF THE STORMWATER SYSTEM NOT WITHIN THE PUBLIC RIGHTS-OF-WAY.

PURPOSE OF COMMON AREAS

COMMON AREA No. 1	STORMWATER & DRAINAGE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT; PEDESTRIAN PATH
COMMON AREA No. 2	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 3	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 4	PUBLIC INGRESS & EGRESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 5	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 6	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 7	OPEN SPACE; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT
COMMON AREA No. 8	NEIGHBORHOOD PARK; PUBLIC UTILITY EASEMENT; STORMWATER EASEMENT
COMMON AREA No. 9	PUBLIC INGRESS & EGRESS EASEMENT; PUBLIC UTILITY EASEMENT; DRAINAGE EASEMENT



LOCATION AND KEY MAP
ALACHUA COUNTY, FLORIDA

LEGEND AND ABBREVIATIONS

PSM	PROFESSIONAL SURVEYOR AND MAPPER	EE	INGRESS-EGRESS EASEMENT
UP	UTILITY PEDESTAL	MC	POINT OF CURVATURE
R	RADIUS	PCP	PERMANENT CONTROL POINT
L	ARC LENGTH	POC	POINT OF COMMENCEMENT
Δ	DELTA (CENTRAL) ANGLE	POB	POINT OF BEGINNING
CB	CHORD BEARING	PRM	PERMANENT REFERENCE MONUMENT
CD	CHORD DISTANCE	PT	POINT OF TANGENCY
(R)	RADIAL	OUR	OFFICIAL RECORDS BOOK
(NR)	NON-RADIAL	PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY	PDE	PRIVATE DRAINAGE EASEMENT
S	SECTION 22-10-18	SE	SECTION 22, TOWNSHIP 10 SOUTH, RANGE 18 EAST
M	MORE OR LESS	FFE	MINIMUM REQUIRED FINISHED FLOOR ELEVATION
I.D.	IDENTIFICATION	SF	SQUARE FEET
NAD	CHRISTIAN'S DATUM	AC	ACRES
	(N=2166610.19 , E=344811.79) – STATE PLANE COORDINATES	BSL	BUILDING SETBACK LINE (TYPICAL)
	(LAT=29°39'37" (NAD83) – FLORIDA NORTH ZONE)	GRA	GAINESVILLE REGIONAL UTILITIES
CM	CONCRETE MONUMENT		
PM	PLAT POINT		
⊕	PERMANENT REFERENCE MONUMENT (PRM) – 5/8" RE/C "PRM LB 2389" (SET)		
○	PERMANENT REFERENCE MONUMENT (PRM) – NAIL NAIL WITH BRASS DISK "PRM LB 2389" (SET)		
⊕	PERMANENT REFERENCE MONUMENT (PRM) – 4"X4" CM – SEE AND IDENTIFICATION AS NOTED (FOUND)		
●	PERMANENT CONTROL POINT (PCP) – NAIL NAIL WITH BRASS DISK OR 5/8" RE/C "PCP LB 2389" (TO BE SET)		
○	PERMANENT REFERENCE MONUMENT (PRM) – IRON PIPE – SIZE AND IDENTIFICATION AS NOTED (FOUND)		

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.

OWNER'S CERTIFICATION AND DEDICATION

GARDEN STREET COMMUNITIES SOUTHEAST, LLC DOES HEREBY CERTIFY THAT GARDEN STREET COMMUNITIES SOUTHEAST, LLC IS THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "KIRKLAND FARMS PHASE I", AND DOES HEREBY DEDICATE TO THE PUBLIC, TOGETHER, THE STREETS, PUBLIC RIGHT-OF-WAYS, AND EASEMENTS AS SHOWN HEREON. MAINTENANCE OF STORMWATER FACILITIES AND PRIVATE DRAINAGE EASEMENTS WILL BE THE SOLE RESPONSIBILITY OF THE KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC. WITH THE RIGHT TO DISCHARGE STORMWATER RESERVED UNTO THE PUBLIC.

_____ WITNESS _____ WITNESS _____
WILLIAM BRYAN ADAMS
MANAGER
GARDEN STREET COMMUNITIES SOUTHEAST, LLC

ACKNOWLEDGEMENT STATE OF FLORIDA, COUNTY OF ESCAMBIA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, WILLIAM BRYAN ADAMS, AS MANAGER OF GARDEN STREET COMMUNITIES SOUTHEAST, LLC, AND DID ACKNOWLEDGE TO AND BEFORE ME BY MEANS OF PHYSICAL PRESENCE, THAT HE EXECUTED THE ABOVE INSTRUMENT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS_____ DAY OF_____A.D. 2024.

_____ _____ _____
NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES TYPE OF IDENTIFICATION PRODUCED (IF NOT PERSONALLY KNOWN)

CONVEYANCE OF COMMON AREAS

GARDEN STREET COMMUNITIES SOUTHEAST, LLC DOES HEREBY CERTIFY THAT GARDEN STREET COMMUNITIES SOUTHEAST, LLC IS THE OWNER OF "KIRKLAND FARMS PHASE I", AS DESCRIBED HEREON, AND DOES HEREBY CONVEY TO KIRKLAND FARMS HOMEOWNERS ASSOCIATION, INC. THE COMMON AREAS SHOWN HEREON FOR USE AND MAINTENANCE. THE CITY OF ALACHUA PROVIDES NO LIABILITY INSURANCE FOR ANY COMMON AREA OR RECREATIONAL FACILITY.

_____ WITNESS _____ WITNESS _____
WILLIAM BRYAN ADAMS
MANAGER
GARDEN STREET COMMUNITIES SOUTHEAST, LLC

ACKNOWLEDGEMENT STATE OF FLORIDA, COUNTY OF ESCAMBIA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, WILLIAM BRYAN ADAMS, AS MANAGER OF GARDEN STREET COMMUNITIES SOUTHEAST, LLC, AND DID ACKNOWLEDGE TO AND BEFORE ME BY MEANS OF PHYSICAL PRESENCE, THAT HE EXECUTED THE ABOVE INSTRUMENT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS_____ DAY OF_____A.D. 2024.

_____ _____ _____
NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES TYPE OF IDENTIFICATION PRODUCED (IF NOT PERSONALLY KNOWN)

CERTIFICATE AND SIGNATURE CITY OF ALACHUA REPRESENTATIVE

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

_____ _____
ALLEN KLASS, PSM DATE
SURVEYOR & MAPPER FOR CITY OF ALACHUA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION No. 7481

CERTIFICATE OF APPROVAL FOR CITY OF ALACHUA

WE THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF CITY OF ALACHUA'S ORDINANCES AND REGULATIONS.

FORM AND LEGALITY _____ CITY ATTORNEY _____ DATE

CITY OF ALACHUA COMMISSION

THIS PLAT WAS APPROVED BY THE CITY OF ALACHUA COMMISSION ON _____

_____ _____
MAYOR DATE

_____ _____
ATTEST: CITY MANAGER DATE

RECORDED AND RECORDED ON THIS

_____ _____ _____ _____
DAY OF A.D. 2024 CLERK DEPUTY CLERK

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT OF "KIRKLAND FARMS PHASE I" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION OF ANOTHER PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY THE SAME LEGAL ENTITY, AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART I OF THE FLORIDA STATUTES.

_____
LDA CONSULTANTS, INC.
720 SW 2ND AVENUE, SOUTH TOWER, SUITE 300, GAINESVILLE, FLORIDA 32601
FLORIDA CORPORATE CERTIFICATE OF AUTHORIZATION NO. LB 2389
MT. LANCE WOODS – PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. 8687

eda consultants inc.

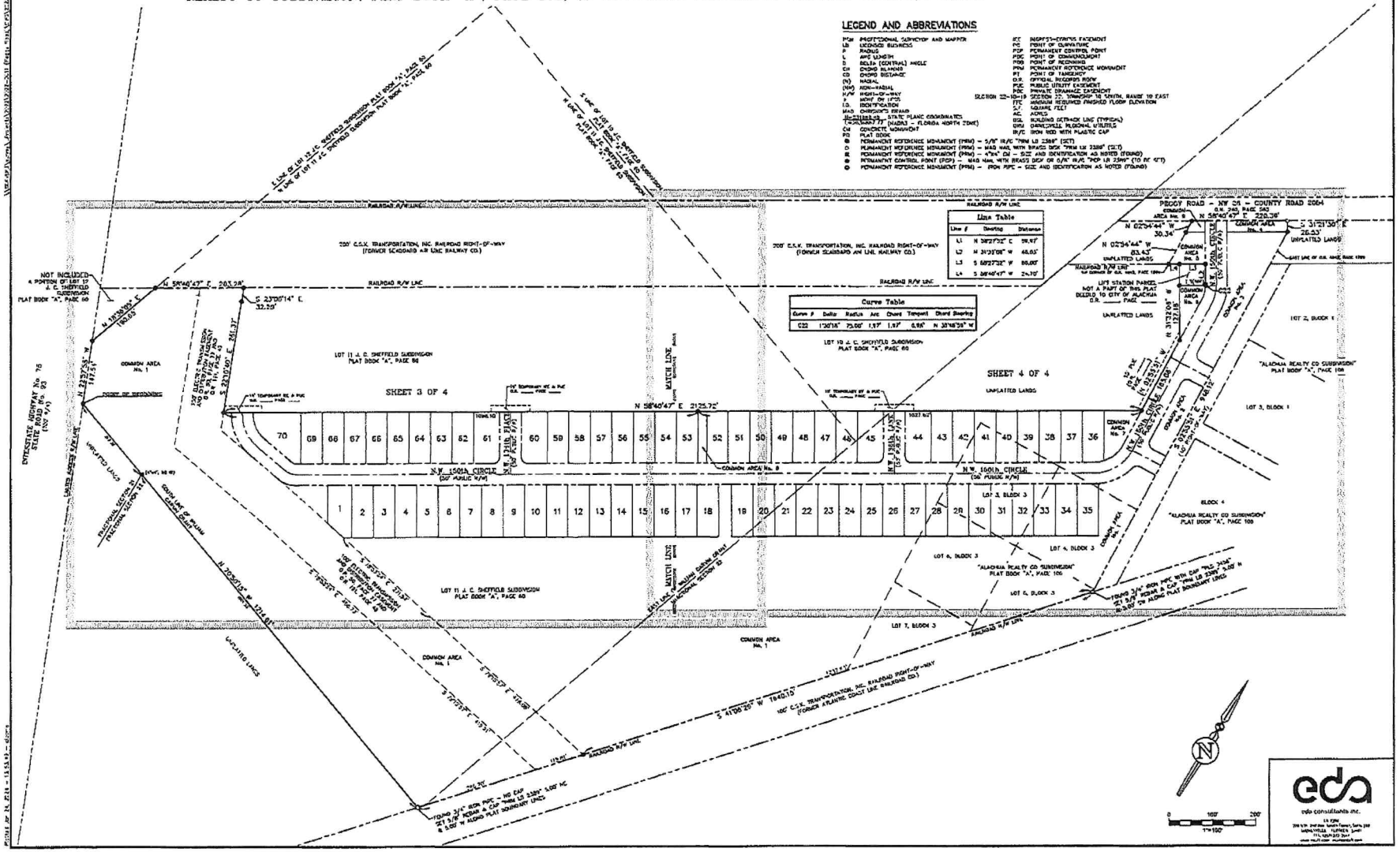
KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ___, PAGE ___

SHEET 2 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
A PORTION THEREOF BEING A REPLAT OF A PORTION OF LOTS 10 & 11 OF J.C. SHEFFIELD SUBDIVISION, PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND A PORTION THEREOF BEING A REPLAT OF A LOTS 3 THROUGH 7, BLOCK 3 OF ALACHUA REALTY CO SUBDIVISION, PLAT BOOK "A", PAGE 106, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA


LEGEND AND ABBREVIATIONS
Line Table
Curve Table
SHEET 3 OF 4
SHEET 4 OF 4
N.W. 150th CIRCLE
N.W. 134th PLACE
N.W. 136th LANE
PEACHY ROAD - NW 126 - COUNTY ROAD 2064
RAILROAD R/W LINE
MATCH LINE
POINT OF BEGINNING
LOT 11 J. C. SHEFFIELD SUBDIVISION PLAT BOOK "A", PAGE 60
"ALACHUA REALTY CO SUBDIVISION" PLAT BOOK "A", PAGE 106
COMMON AREA No. 1
COMMON AREA No. 2
COMMON AREA No. 3
COMMON AREA No. 4
COMMON AREA No. 5
COMMON AREA No. 6
COMMON AREA No. 7
COMMON AREA No. 8
UNPLATTED LANDS
LIFT STATION PARCEL NOT A PART OF THIS PLAT DEEDED TO CITY OF ALACHUA O.R. ____, PAGE ____
INTERSTATE HIGHWAY No. 75 STATE ROAD No. 93 (400' R/W)
N 58°40'47" E 2125.72'
N 58°40'47" E 220.28'
S 31°21'58" E 26.53'
N 23°00'14" W 117.51'
S 23°00'14" E 32.29'
N 23°00'14" W 193.69'
S 23°00'14" E 161.37'
N 02°54'44" W 30.34'
N 02°54'44" W 83.43'
S 31°32'05" E 127.18'
N 31°32'05" W 127.18'
S 58°40'47" W 1323.58'
N 58°40'47" E 1323.58

KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ___, PAGE ___

SHEET 3 OF 4

SITUATED IN THE WILLIAM GARVIN GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
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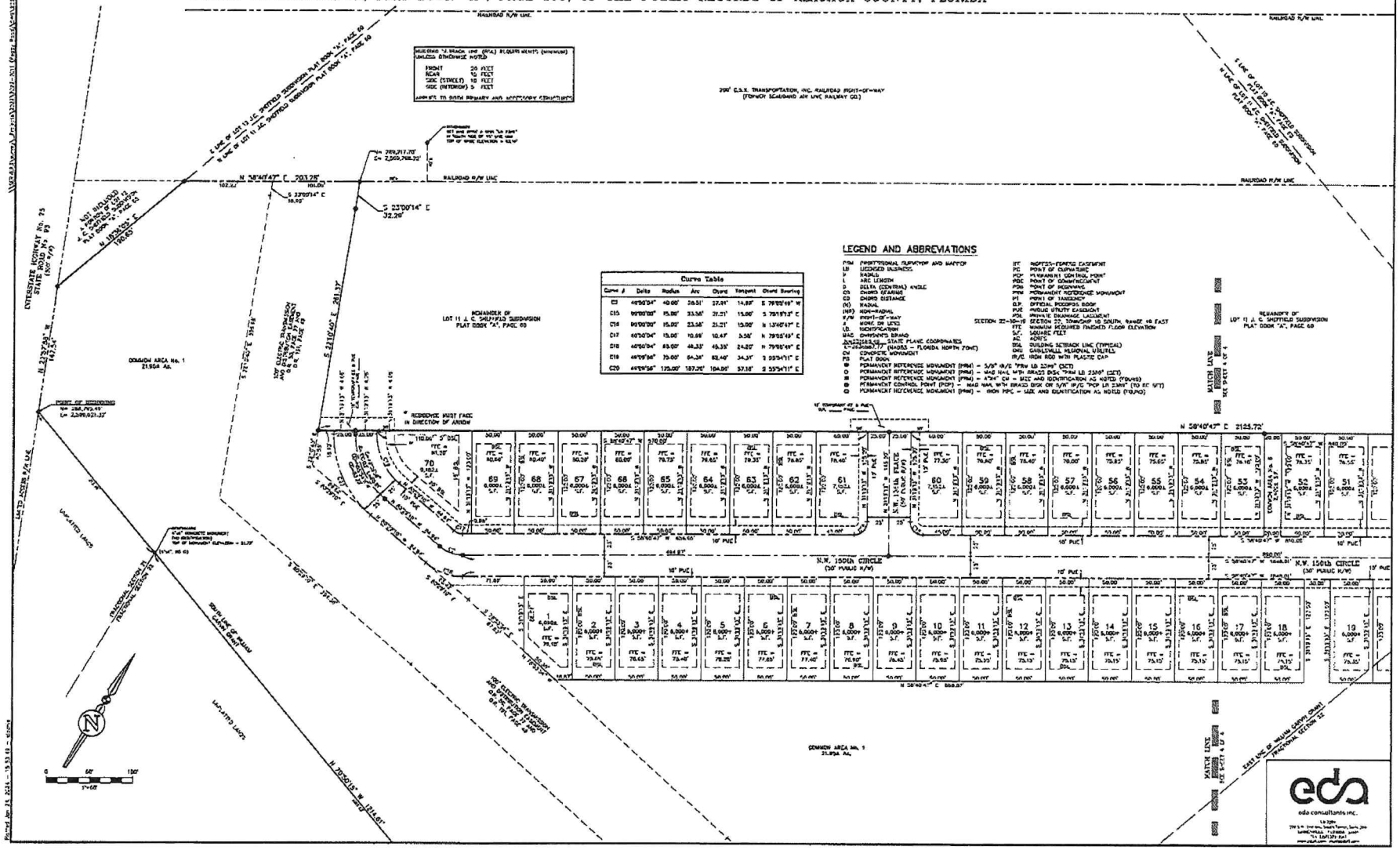

KIRKLAND FARMS PHASE I

NOT FOR FINAL RECORDING

PLAT BOOK ____, PAGE ____

SHEET 4 OF 4

SITUATED IN THE WILLIAM GARVIN AND GRANT AND SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
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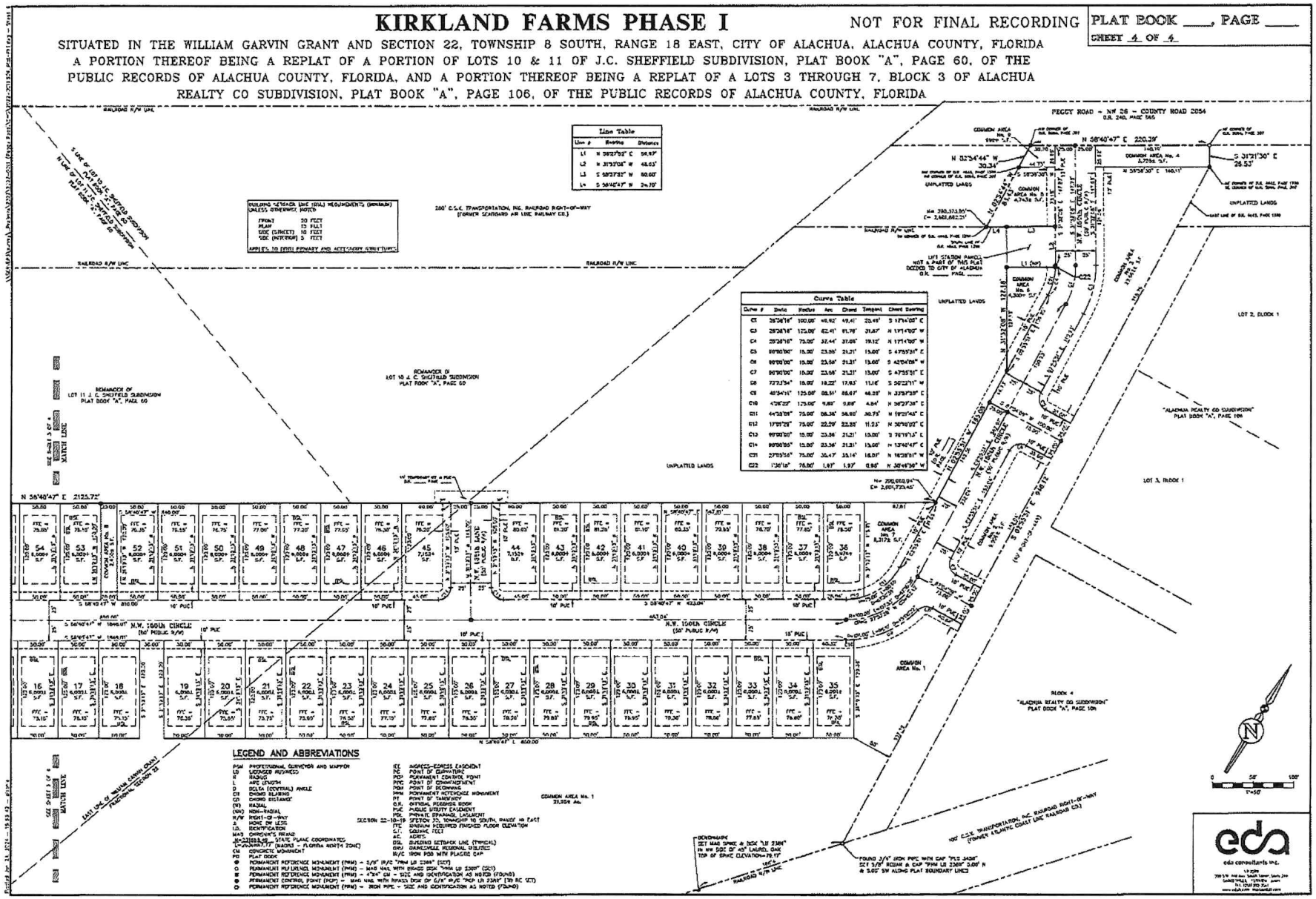


LEGEND AND ABBREVIATIONS

PSM	PROFESSIONAL SURVEYOR AND MAPPER	IEE	INGRESS-EGRESS EASEMENT
LB	LICENSED BUSINESS	PC	POINT OF CURVATURE
R	RADIUS	PCP	PERMANENT CONTROL POINT
L	ARC LENGTH	PCC	POINT OF COMMENCEMENT
Δ	DELTA (CENTRAL) ANGLE	POB	POINT OF BEGINNING
CH	CHORD BEARING	PRM	PERMANENT REFERENCE MONUMENT
CD	CHORD DISTANCE	PT	POINT OF TANGENCY
(R)	RADIAL	O.R.	OFFICIAL RECORDS BOOK
(NR)	NON-RADIAL	PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY	PDE	PRIVATE DRAINAGE EASEMENT
℄	MORE OR LESS	SECTION 22-10-18	SECTION 22, TOWNSHIP 10 SOUTH, RANGE 18 EAST
ID.	IDENTIFICATION	FFE	MINIMUM REQUIRED FINISHED FLOOR ELEVATION
MAG	CHRISTIAN'S BRAND	S.F.	SQUARE FEET
N=2189349.98'	STATE PLANE COORDINATES	AC.	ACRES
E=2099877.77'	(NAD83 - FLORIDA NORTH ZONE)	BSL	BUILDING SETBACK LINE (TYPICAL)
CM	CONCRETE MONUMENT	DBH	DIAMETER AT BREAST HEIGHT
PCP	PLAT BOOK	N/C	IRON POD WITH PLASTIC CAP

- ● PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IR/C "PRM LB 2388" (SET)
- ■ PERMANENT MU LATERAL MONUMENT (PRM) - MAG NAIL WITH BRASS DISK "PRM LB 2388" (SET)
- ■ PERMANENT REFERENCE MONUMENT (PRM) - 4"X4" CM - SIZE AND IDENTIFICATION AS NOTED (FOUND)
- ● PERMANENT CONTROL POINT (PCP) - MAG NAIL WITH BRASS DISK OF 5/8" IR/C "PCP LB 2388" (TO BE SET)
- ○ PERMANENT REFERENCE MONUMENT (PRM) - IRON PIPE - SIZE AND IDENTIFICATION AS NOTED (FOUND)

CERTIFICATE OF CONCURRENCY COMPLIANCE FOR KIRKLAND FARMS PHASE 1

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to Garden Street Communities Southeast, LLC, a Florida Limited Liability Company authorized to transact business in the State of Florida and ("Developer/Owner") by City of Alachua, Florida ("City") this ___ day of _____, 2024.

RECITALS

WHEREAS, the Developer/Owner is developing a residential subdivision in the CITY known as Kirkland Farms Phase 1 (the "Project"), legally described in attached Exhibit '1'.

WHEREAS, the Developer/Owner has secured a Subdivider Regulatory Agreement for the Project from the City for the Project (herein "Subdivider Agreement") as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of a Certificate of Concurrency Compliance by the City as to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have one or more of the following land development permits in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Planned Development- Residential ("PD-R");

WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision for the Project;

WHEREAS, the Project is now ready to proceed to approval of a Final Plat comprised of 70 residential lots;

WHEREAS, the Developer/Owner intends to immediately initiate construction on the Project;

WHEREAS, the Developer/Owner of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges and as set forth in Section

38-139 of the City of Alachua Code of Ordinances, as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer/Owner of the Project further agrees to submit payment for water connection fees as determined in the City's Capital Facilities charges and as set forth in Section 38-139 of the City of Alachua Code of Ordinances, as those fees exist prior to the final inspection of each residential unit; and

WHEREAS, the City has determined that adequate water and wastewater capacity exists to the Project;

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

WHEREAS, the Developer/Owner acknowledges that this Certificate of Concurrency Compliance is governed by the City's LDRs and, as such, the Developer/Owner must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding this Certificate; and

WHEREAS, the Developer/Owner acknowledges that this Certificate of Concurrency Compliance constitutes a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer/Owner has no claim for monetary damages against the City in the event of any dispute regarding this Certificate, Developer/Owner's sole remedy for any dispute in any way relating to this Certificate is an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed to as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING RECITALS, findings of fact and conclusion of law, the City issues this Certificate of Concurrency Compliance subject to the following conditions of issuance:

1. The above recitals are true and correct and are incorporated into this Certificate of Concurrency Compliance by reference.

2. The City will reserve 17,500 gallons per day (70 lots x 250 gallons per day) of wastewater capacity for the 70 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdivider Agreement, on file with the City.

3. The City will reserve 19,250 gallons per day (70 lots x 275 gallons per day) of water capacity for the 70 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined

by applicable development permits including, but not limited to construction plans and Subdivider Agreement, on file with the City.

4. The City will reserve the following trips of traffic capacity for the 70 units proposed in Kirkland Farms Phase 1 as defined by applicable development permits, including construction plans and Subdivider Agreement, on file with the City: 661 Average Annual Daily Trips ("AADT") and 70 Peak Hour Trips along CR 2054(from SR235 to West City Limit).

5. The City will reserve .83 acres (2.37 persons per household x 70 units x 5 acres per 1,000 persons) of recreation capacity for the 70 units proposed in Kirkland Farms Phase 1 as defined by applicable development permits, including but not limited to the construction plans and Subdivider Agreement, on file with the City.

6. The City will reserve 127.75 tons per year (0.73 tons per capita per year x 2.5 persons per household x 70 units) of solid waste capacity for the 70 units proposed in Kirkland Farms Phase 1 as defined by applicable development permits on file, including but not limited to, construction plans and subdividers agreement, on file with the City.

7. The City will reserve eight (8) 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 six (6) student stations in the Alachua SCSA for high schools, for the 70 units proposed in Kirkland Farms Phase 1.

8. This Certificate of Concurrency Compliance shall remain in effect for a period of one (1) year from the date of the approval of the Subdivider Agreement between the parties hereto.

9. It is the intent of the City and Developer/Owner that this Certificate of Concurrency Compliance be incorporated into and considered a part of the Subdivider Agreement executed by the Developer/Owner and City for the Project dated the ___ day of _____, 2024. Failure to comply with the term of that Subdivider Agreement shall result in the termination of the reservations in this Certificate.

10. This Certificate of Concurrency Compliance shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this ____day of _____, 2024, and is subject to the terms and findings as stated herein.

Attest: CITY OF ALACHUA

_____ By: _____

William M. DaRoza, City Manager/Clerk/ The Hon. Gib Coerper, Mayor
Land Development Regulations Administrator

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR KIRKLAND FARMS PHASE 1 was acknowledged before me, **by means of □ physical presence or □ online notarization,** on this _____ day of _____, 2024, by GIB COERPER, who is (personally known to me) OR (who has produced _____ as identification).

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

Approved as to form:

_____
Marian B. Rush, City Attorney

SIGNATURES CONTINUE ON NEXT PAGE

Witnesses:

(sign)_____

(print)_____

DEVELOPERS/OWNERS

GARDEN STREET COMMUNITIES SOUTHEAST, LLC
a Florida Limited Liability Company
By:

_____
William Bryan Adams, Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR KIRKLAND FARMS PHASE 1 was acknowledged before me, **by means of □ physical presence or □ online notarization,** on this _____ day of _____, 2024, by William Bryan Adams, who is (personally known to me) OR (who has produced _____ as identification).

as Manager of Garden Street Communities Southeast, LLC,

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

Exhibit 1 – Legal Description to
Exhibit C – Certificate of Concurrency
Compliance for Kirkwood Farms Phase 1

KIRKLAND FARMS PHASE I
eda PROJECT No. 2022-0011.S04
JANUARY 2, 2024

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT AND IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD No. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22°57'58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18°36'05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23°00'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22°10'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58°40'47" EAST, A DISTANCE OF 2125.72 FEET; THENCE NORTH 02°55'51" WEST, A DISTANCE OF 185.08 FEET; THENCE NORTH 31°32'08" WEST, A DISTANCE OF 127.18 FEET; THENCE NORTH 58°27'52" EAST, A DISTANCE OF 59.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'18", A DISTANCE OF 1.97 FEET TO THE POINT OF TANGENCY (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 30°46'59" WEST, 1.97 FEET); THENCE NORTH 31°32'08" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 58°27'52" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 58°40'47" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 24.70 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 02°54'44" WEST, A DISTANCE OF 83.43 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5064, PAGE 307 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 02°54'44" WEST, A DISTANCE OF 30.34 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALACHUA COUNTY ROAD NO. 2054, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 240, PAGE 565 OF SAID PUBLIC RECORDS; THENCE NORTH 58°40'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.39 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 31°21'30" EAST, A DISTANCE OF 26.53 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 02°55'51" EAST, ALONG THE EAST LINE OF SAID LANDS AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF A 40 FOOT WIDE RIGHT-OF-WAY

LYING WEST OF BLOCKS 1 AND 4 OF ALACHUA REALTY CO SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 106, OF SAID PUBLIC RECORDS, A DISTANCE OF 948.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER ATLANTIC COAST LINE RAILROAD CO.) 100 FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE SOUTH 41°06'29" WEST, ALONG SAID NORTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1640.15 FEET TO A POINT ON SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT; THENCE NORTH 70°50'15" WEST, ALONG SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT, A DISTANCE OF 1214.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.58 ACRES, MORE OR LESS.

Exhibit D – Engineer's Estimated Costs/
Improvements to Kirkwood Farms Phase 1
Subdividers Agreement

PHASE 1 COST ESTIMATE

eda consultants • inc.

KIRKLAND FARMS SUBDIVISION PHASE 1
Alachua, FL

DATE: 9/20/2023

SUMMARY OF COSTS

1	**Site Work**				$	2,122,504.97
2	**Water System**				$	334,846.00
3	**Sanitary Sewer System**				$	1,164,453.00
4	**Landscape**				$	280,297.00
5	**Electric**				$	127,848.00
	Subtotal				$	**4,029,948.97**
	Additional Costs					
6	Contingency	1	LS	10%	$	402,994.90
7	General Conditions, Bonds, and Mobilization	1	LS	10%	$	402,994.90

Notes

1. This estimate does not include inspection, connection, tree mitigation fees, or any fee required for obtaining final permits and/or final acceptances of the project.
2. Other systems (Telephone, Fiberoptic, etc.) are not included in this estimate.
3. This estimate does not include GRU connection fees.

Total Estimated Phase 1 Cumulative Cost: $ 4,835,938.76

CLAUDIA S. VEGA LICENSE No 61522 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Claudia Vega, P.E.
DN: cn=Claudia Vega, P.E., o, ou, email=cvega@edafl.com, c=US
Date: 2023.10.10 14:56:06 -04'00'

PHASE 1 COST ESTIMATE

eda consultants · inc.

KIRKLAND FARMS SUBDIVISION PHASE 1
Alachua, FL

DATE: 9/20/2023

SITE WORK

FDOT No.	ITEM No.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	AMOUNT
	1	SURVEYING	1	LS	$ 35,000.00	$ 35,000.00
	2	TREE BARRICADES	2,400	LF	$ 5.28	$ 12,672.00
0104 10 3	3	SILT FENCE	4,750	LF	$ 1.94	$ 9,215.00
	4	COMPLETE LANDSCAPE	1	LS	$ 110,600.00	$ 110,600.00
		Earthwork				
	5	CLEARING AND GRUBBING	37	AC	$ 5,236.00	$ 191,196.00
0120 1	6	ROADWAY CUT	3276	CY	$ 8.29	$ 27,162.00
0120 6	7	ROADWAY FILL	7844	CY	$ 11.10	$ 87,064.00
0120 1	8	BASIN CUT	22475	CY	$ 8.29	$ 186,318.00
0120 6	9	BASIN FILL	8482	CY	$ 11.10	$ 94,151.00
0570 1 3	10	SEED POND BOTTOM	20736	SY	$ 5.93	$ 122,963.00
0570 1 2	11	SOD POND SLOPES	23214	SY	$ 4.41	$ 102,376.00
		Demolition				
0120 1	12	REMOVE ASPHALT	11	CY	$ 8.29	$ 92.00
0110 5	13	REMOVE EXISTING 4" WELL	1	EA	$ 2,500.00	$ 2,500.00
0110 5	14	REMOVE SEPTIC TANK	1	EA	$ 2,500.00	$ 2,500.00
0110 3	15	DEMO EXISTING POLE BARN	1	EA	$ 39.07	$ 40.00
0110 3	16	DEMO EXISTING SINGLE STORY STRUCTURES	4	EA	$ 39.07	$ 157.00
		Asphalt				
0334 1 13	17	1-1/2" LIFTS OF SP-12.5 ASPHALT	736	TN	$ 134.49	$ 98,999.00
	18	8" LIMEROCK	8,922	SY	$ 15.00	$ 133,837.00
0160 4	19	TYPE B STABILIZATION	8,922	SY	$ 8.90	$ 79,410.00
		Stormpipe				
	20	P-5 TYPE CURB INLET	20	EA	$ 4,800.00	$ 96,000.00
	21	P-6 TYPE CURB INLET	6	EA	$ 5,000.00	$ 30,000.00
0425 2 41	22	STORM MANHOLE 4' ID	7	EA	$ 5,267.87	$ 36,876.00
430984129	23	24" MES	1	EA	$ 3,298.88	$ 3,299.00
	24	42" MES	1	EA	$ 4,005.05	$ 4,006.00
	25	15" HDPE	2,798	LF	$ 47.25	$ 132,206.00
	26	18" HDPE	1,176	LF	$ 52.00	$ 61,152.00
	27	24" HDPE	260	LF	$ 74.00	$ 19,240.00
	28	30" HDPE	438	LF	$ 108.00	$ 47,304.00
	29	36" HDPE	439	LF	$ 223.42	$ 98,082.00
	30	42" HDPE	440	LF	$ 338.84	$ 149,089.00
	31	RIP RAP	4	TN	$ 132.00	$ 476.00
		Concrete				
	32	F CURB	2,133	LF	$ 29.00	$ 61,868.00
	33	COMMON AREA CONCRETE SIDEWALK 6" THICK	1,247	SY	$ 68.00	$ 84,827.00
		Signage and Pavement Markings				
0711 11123	34	12" White Stripe	61	LF	$ 3.41	$ 208.01
0711 11125	35	24" White Stop Bar	36	LF	$ 6.11	$ 219.96
	36	STOP SIGN	5	EA	$ 200.00	$ 1,000.00
	37	PEDESTRIAN CROSSING SIGN	2	EA	$ 200.00	$ 400.00

(Where possible the cost estimates were based off of the 12 Month Historal Cost Data for FDOT Area 6)

Estimated Cost of Site Work: $ 2,122,504.97

PHASE 1 COST ESTIMATE

eda consultants • inc.

KIRKLAND FARMS SUBDIVISION PHASE 1
Alachua, FL

DATE: 9/20/2023

WATER SYSTEM

FDOT No.	ITEM No.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	AMOUNT
		Water System				
	1	INSTALL A BACKFLOW PREVENTER FOR TEMPORARY WATER SERVICE	1	EA	$ 32,700.00	$ 32,700.00
	2	12"X8" TAPPING SADDLE	1	EA	$ 10,000.00	$ 10,000.00
	3	8" DIRECTIONAL BORE	87	LF	$ 33.33	$ 2,899.71
	4	8" DIP MAIN	3,356	LF	$ 60.00	$ 201,351.20
	5	8" TEE	1	EA	$ 730.00	$ 730.00
	6	8" 22.5° BEND	2	EA	$ 700.00	$ 1,400.00
	7	8" 45° BEND	9	EA	$ 695.00	$ 6,255.00
1080 21108	8	8" GATE VALVES WITH BOX	4	EA	$ 850.00	$ 3,400.00
1644113 08	9	FIRE HYDRANT ASSEMBLY	6	EA	$ 7,455.71	$ 44,735.00
	10	SHORT SINGLE WATER SERVICE	3	EA	$ 225.00	$ 675.00
	11	LONG SINGLE WATER SERVICE	1	EA	$ 275.00	$ 275.00
	12	SHORT DOUBLE WATER SERVICE	17	EA	$ 325.00	$ 5,525.00
	13	LONG DOUBLE WATER SERVICE	16	EA	$ 375.00	$ 6,000.00
	14	METER YOKE ASSEMBLIES (METER BY GRU)	70	EA	$ 270.00	$ 18,900.00

(Where possible the cost estimates were based off of the 12 Month Historal Cost Data for FDOT Area 6)

Estimated Cost of Water System: $ 334,846.00

PHASE 1 COST ESTIMATE

eda consultants • inc.

KIRKLAND FARMS SUBDIVISION PHASE 1
Alachua, FL

DATE: 9/20/2023

SANITARY SEWER SYSTEM

FDOT No.	ITEM	ITEM DESCRIPTION	EST.	UNIT	UNIT PRICE	AMOUNT PRICE
		Sanitary Sewer System				
	1	0'-6' SANITARY MANHOLE	1	EA	$ 4,072.00	$ 4,072.00
	2	6'-8' SANITARY MANHOLE	2	EA	$ 4,072.00	$ 8,144.00
	3	8'-10' SANITARY MANHOLE	2	EA	$ 4,072.00	$ 8,144.00
	4	10'-12' SANITARY MANHOLE	1	EA	$ 5,200.00	$ 5,200.00
	5	12'-14' SANITARY MANHOLE	3	EA	$ 6,375.00	$ 19,125.00
	6	18'-20' SANITARY MANHOLE	1	EA	$ 9,537.00	$ 9,537.00
	7	22'-24' SANITARY MANHOLE	3	EA	$ 9,537.00	$ 28,611.00
	8	8" PVC SDR26	2,701	LF	$ 45.83	$ 123,817.00
	9	4" SDR26 SANITARY SEWER SERVICE (IN LINE)	64	EA	$ 450.00	$ 28,800.00
	10	4" SDR26 SANITARY SEWER SERVICE (IN MANHOLE)	6	EA	$ 450.00	$ 2,700.00
	11	4" SANITARY SEWER CLEANOUT ASSEMBLY	70	EA	$ 55.00	$ 3,850.00
1050 31206	12	6" PVC FORCE MAIN	2923	LF	$ 212.95	$ 622,453.00
	13	SANITARY LIFT STATION	1	LS	$ 300,000.00	$ 300,000.00

(Where possible the cost estimates were based off of the 12 Month Historal Cost Data for FDOT Area 6)

Estimated Cost of Sanitary Sewer System: $ 1,164,453.00

Exhibit E – Engineer's Estimated Costs/
Sidewalks to Kirkwood Farms Phase 1
Subdividers Agreement

PHASE 1 COST ESTIMATE

KIRKLAND FARMS PHASE 1 RESIDENTIAL SIDEWALKS
Alachua, FL

DATE: 9/21/2023

SITE WORK

FDOT No.	ITEM No.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	AMOUNT
		RESIDENTIAL SIDEWALKS				
	1	RESIDENTIAL CONCRETE SIDEWALK 6" THICK	2,099	SY	$ 68.00	$ 142,750.00
					Estimated Cost of Site Work:	$ 142,750.00

SUMMARY OF COSTS

	1	RESIDENTIAL SIDEWALKS				$ 142,750.00
		Subtotal				$ 142,750.00
		Additional Costs				
	2	Contingency	1	LS	10%	$ 14,275.00
	3	General Conditions, Bonds, and Mobilization	1	LS	10%	$ 14,275.00
					Total Estimated Phase 1 Sidewalk Cumulative Cost:	$ 171,300.00

CLAUDIA S. VEGA LICENSED No. 57532 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Claudia Vega, P.E.
DN: cn=Claudia Vega, P.E., o, ou, email=cvega@edafl.com, c=US
Date: 2023.10.10 14:57:02 -04'00'

PLAT PROPERTY INFORMATION REPORT

Showing Information Required by F.S. 177.041 Prior to Platting Lands

Issuer: Attorneys' Title Fund Services, LLC
Recipient: Emmanuel Sheppard & Condon

Fund File Number: 1468457 -A3

Provided For: Emmanuel Sheppard & Condon ***Agent's File Reference:*** 10726-156445

Effective Date of Search: January 5, 2024 at 11:00 PM

Description of Real Property Situated in Alachua ***County, Florida:***

See Exhibit A

Record Title Vested in:

Garden Street Communities Southeast, LLC, a Florida limited liability company by Warranty Deed recorded in O.R. Book 5068, Page 2014, Public Records of Alachua County, Florida.

Prepared Date: January 9, 2024 ***Attorneys' Title Fund Services, LLC***

Prepared by: Raymond Hopton, Examiner
Phone Number: (800) 637-0767 x5218
Email Address: rhopton@thefund.com

Emmanuel Sheppard & Condon

By:_____
John W. Monroe, Jr. VP

PLAT PROPERTY INFORMATION REPORT

Fund File Number: 1468457 -A3

The following mortgages are all the mortgages of record that have not been satisfied or released of record nor otherwise terminated by law:

1. Nothing Found

Other encumbrances affecting the title:

1. ADDED A-1: General or special taxes and assessments required to be paid for the year 2023.
2. Easement contained in instrument recorded February 24, 1993, under O.R. Book 1895, Page 2500, Public Records of Alachua County, Florida.
3. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded September 8, 1947, under Deed Book 242, Page 346, Public Records of Alachua County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11, F.S.
4. Easement in favor of Florida Power Corporation contained in instrument recorded July 2, 1962, under O.R. Book 191, Page 49, Public Records of Alachua County, Florida.
5. Easement in favor of Florida Power Corporation contained in instrument recorded under O.R. Book 50, Page 77, Public Records of Alachua County, Florida.
6. Planned Development Regulatory Agreement recorded in O.R. Book 5044, Page 256, Public Records of Alachua County, Florida.
7. Recorded Notice of Environmental Resource Permit recorded in O.R. Book 5112, Page 459, Public Records of Alachua County, Florida.
8. ADDED A-3: Surveyor's Certificate recorded 11/30/2023 in O.R. Book 5135, Page 2573, Public Records of Alachua County, Florida.
9. Rights of the lessees under unrecorded leases.

This search is provided pursuant to the requirements of section 177.041, F.S. for the uses and purposes specifically stated therein and is not to be used as the basis for issuance of an insurance commitment and/or policy.

The information contained herein is furnished for information only.

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

PLAT PROPERTY INFORMATION REPORT

Exhibit A

Fund File Number: 1468457

A PARCEL OF LAND LYING IN THE WILLIAM GARVIN GRANT AND IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 22, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE WILLIAM GARVIN GRANT IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, WITH THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 75 (STATE ROAD NO. 93) (A 300 FOOT RIGHT-OF-WAY); THENCE NORTH 22° 57' 58" WEST, ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 147.54 FEET TO A POINT ON THE WEST LINE OF LOT 11 OF J.C. SHEFFIELD SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 60, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 18° 36' 05" EAST, ALONG SAID WEST LINE OF LOT 11, A DISTANCE OF 190.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER SEABOARD AIR LINE RAILWAY CO.) RAILROAD RIGHT-OF-WAY; THENCE NORTH 58° 40' 47" EAST, ALONG SAID SOUTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 203.28 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT WIDE ELECTRIC TRANSMISSION AND DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 50, PAGE 77 AND RECORDED IN OFFICIAL RECORDS BOOK 191, PAGE 49 OF SAID PUBLIC RECORDS; THENCE SOUTH 23° 00' 14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 22° 10' 40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 261.37 FEET; THENCE NORTH 58° 40' 47" EAST, A DISTANCE OF 2125.72 FEET; THENCE NORTH 02° 55' 51" WEST, A DISTANCE OF 185.08 FEET; THENCE NORTH 31° 32' 08" WEST, A DISTANCE OF 127.18 FEET; THENCE NORTH 58° 27' 52" EAST, A DISTANCE OF 59.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 30' 18", A DISTANCE OF 1.97 FEET TO THE POINT OF TANGENCY (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 30° 46' 59" WEST, 1.97 FEET); THENCE NORTH 31° 32' 08" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 58° 27' 52" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 58° 40' 47" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 24.70 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 02° 54' 44" WEST, A DISTANCE OF 83.43 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5064, PAGE 307 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 02° 54' 44" WEST, A DISTANCE OF 30.34 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALACHUA COUNTY ROAD NO. 2054, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 240, PAGE 565 OF SAID PUBLIC RECORDS; THENCE NORTH 58° 40' 47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.39 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 31° 21' 30" EAST, A DISTANCE OF 26.53 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4942, PAGE 1289 OF SAID PUBLIC RECORDS; THENCE SOUTH 02° 55' 51" EAST, ALONG THE EAST LINE OF SAID LANDS AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF A 40 FOOT WIDE RIGHT-OF-WAY LYING WEST OF BLOCKS 1 AND 4 OF ALACHUA REALTY CO SUBDIVISION, AS RECORDED IN PLAT BOOK "A", PAGE 106, OF SAID PUBLIC RECORDS, A DISTANCE OF 948.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. (FORMER ATLANTIC COAST LINE RAILROAD CO.) 100 FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE SOUTH 41° 06' 29" WEST, ALONG SAID NORTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 1640.15 FEET TO A POINT ON SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT; THENCE NORTH 70° 50' 15" WEST, ALONG SAID SOUTH LINE OF THE WILLIAM GARVIN GRANT, A DISTANCE OF 1214.61 FEET TO THE POINT OF BEGINNING.

Burial Insurance as low as $15 per month

City of ALACHUA

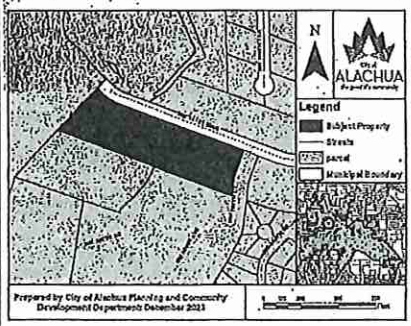
PUBLIC NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on a proposed ordinance. The hearing will be held on February 26, 2024 at 6:00 p.m., in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

ORDINANCE 24-04

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE SMALL SCALE AMENDMENT OF THE CITY OF ALACHUA COMPREHENSIVE PLAN FUTURE LAND USE MAP; AMENDING THE FUTURE LAND USE MAP CLASSIFICATION OF A ± 8.36-ACRE PROPERTY FROM COMMUNITY COMMERCIAL AND COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL; GENERALLY LOCATED SOUTH OF US HIGHWAY 441, BETWEEN INTERSTATE 75 AND NW 247TH DRIVE, ALONG NW 151ST BOULEVARD; TAX PARCEL NUMBERS 03869-007-000, 03869-009-000 (PORTION OF), AND 03869-010-000; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



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 - February 15, 2024)

City of ALACHUA

PUBLIC NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

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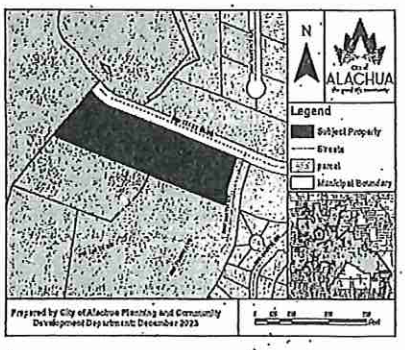
The ordinance title is as follows:

ORDINANCE 24-05

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE SITE SPECIFIC AMENDMENT TO THE OFFICIAL ZONING ATLAS OF THE CITY OF ALACHUA; AMENDING THE OFFICIAL ZONING ATLAS OF A ± 8.36-ACRE PROPERTY FROM COMMUNITY COMMERCIAL (CC) AND COMMERCIAL INTENSIVE (CI) TO RESIDENTIAL MULTIPLE FAMILY DISTRICT-8 (RMF-8); GENERALLY LOCATED SOUTH OF US HIGHWAY 441, BETWEEN INTERSTATE 75 AND NW 247TH DRIVE, ALONG NW 151ST BOULEVARD; TAX PARCEL NUMBERS 03869-007-000, 03869-009-000 (PORTION OF), AND 03869-010-000; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



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(Published: Alachua County Today - February 15, 2024)

Election Day: March 19

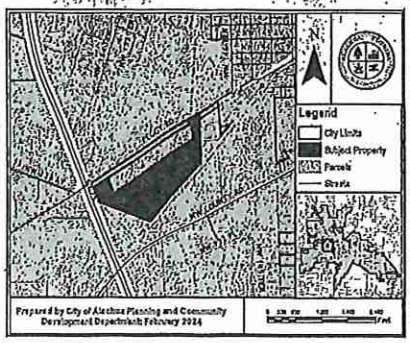
Only Registered Republican voters will be eligible to vote in this election

QUESTIONS?
CALL 352-374-5252 OR VISIT
VOTEALACHUA.GOV

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 February 26, 2024 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 Claudia Vega, P.E., of eda consultants, Inc., applicant and agent, for Garden Street Communities Southeast, LLC, property owner, for consideration of the Final Plat for Kirkland Farms Phase 1. The final plat proposes to subdivide a ±36.58 acre subject property into a total of 70 lots with associated common areas and road right-of-way. The subject property is located south of Peggy Road and Legacy Park, east of I-75, and north of the CSX rail line right-of-way; consisting of Tax Parcel Numbers 03924-000-000, 03917-200-002 and a portion of 03865-000-000. Future Land Use Map (FLUM) Designation: Moderate Density Residential; Zoning: Planned Development – Residential (PD-R).



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(Published: Alachua County Today - February 15, 2024)

City of ALACHUA
the good life community

MAILED
FEB 0 8 2023

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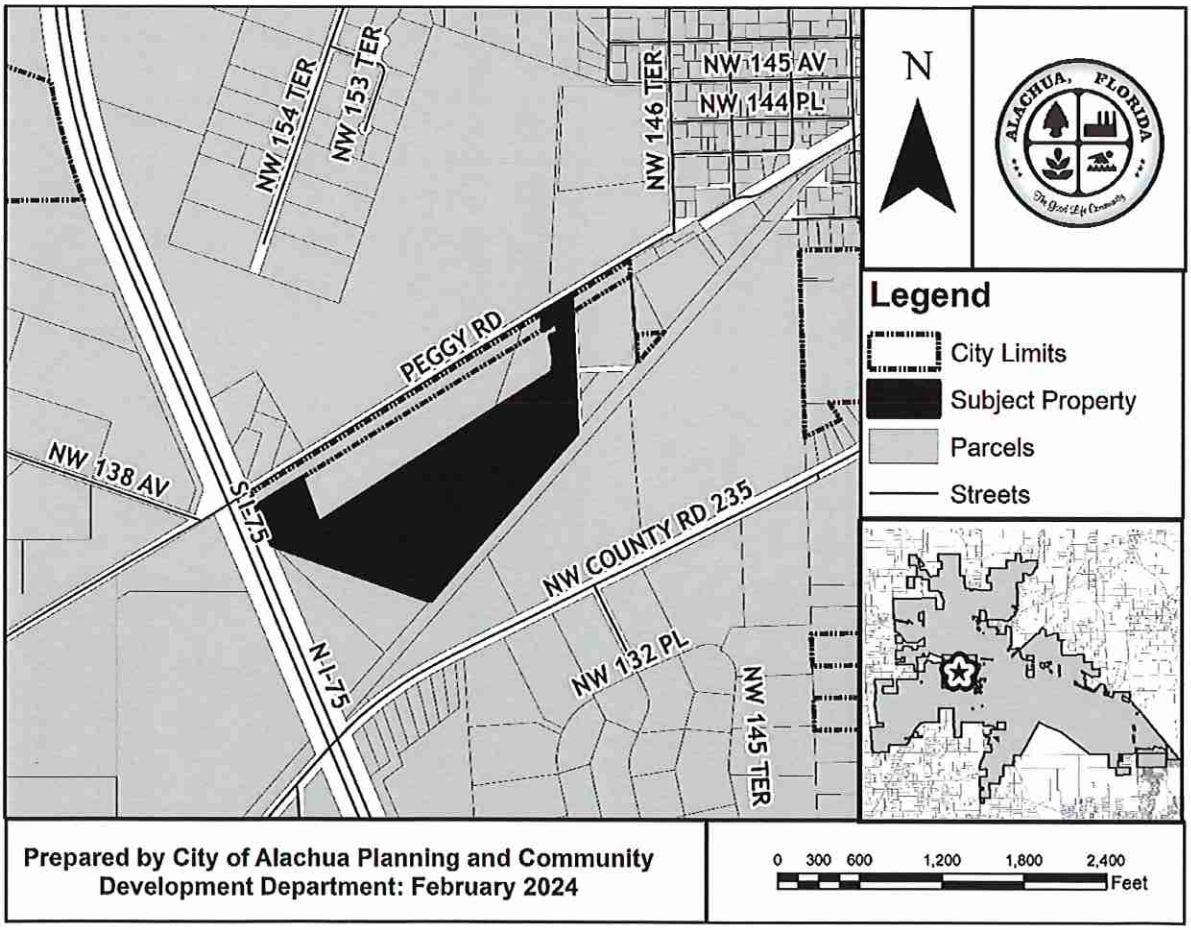

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City of ALACHUA
the good life community

MAILED
FEB 0 8 2023

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MAILED

FEB 0 8 2023

AVERY 5160 | Easy Peel Address Labels | Go to avery.com/templates

Bend along line to expose Pop-up Edge | Use Avery template 5160

03865-000-000
GARDEN STREET COMMUNITIES SOUTHEST LLC
100 WEST GARDEN ST SECOND FLOOR
PENSACOLA, FL 32502

03919-000-000
HUNTER BILLY R & CHRISTINE A
14905 PEGGY RD
ALACHUA, FL 32615-5451

03865-200-000
CSX TRANSPORTATION INC
500 WATER ST TAX DEPARTMENT J-910
JACKSONVILLE, FL 32202-4423

03918-003-000
BLACK FLAG METALSMITH LLC
9744 NW 27TH PL
GAINESVILLE, FL 32606

03870-000-000
CITY OF ALACHUA
PO BOX 9
ALACHUA, FL 32616

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

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

03916-001-000
ROSARIO HECTOR & VERONICA
13116 NW COUNTY RD 235
ALACHUA, FL 32615

03866-001-000
MILLER MARTHA L LIFE ESTATE
15708 PEGGY RD
ALACHUA, FL 32615-5455

03916-002-000
SMITH STEPHEN F & RENEE
503 SW 3RD ST
GAINESVILLE, FL 32601

03923-000-000
GARRISON JR & GARRISON & GARRISON & GARRISON & ROBINSON
PO BOX 1084
ALACHUA, FL 32616-1084

Tamara Robbins
PO Box 2317
Alachua, FL 32616

Lynn Horton
19005 NW 138th Avenue
Alachua, FL 32615

Jean Calderwood
14095 NW 174th Ave
Alachua, FL 32615

03918-000-000
C/O DRILTECH INC, NATL BANK 99 ANNEX CITIZENS & SOUTHERN NATIONAL BANK TR
13500 NW COUNTY RD 235
ALACHUA, FL 32615-6150

03866-000-000
LUMPKIN O A JR & JOYCE
15716 PEGGY RD
ALACHUA, FL 32615-5455

03905-002-000
WACO PROPERTIES INC
569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205

03923-001-000
JACKSON ROBERT HEIRS
PO BOX 657
ALACHUA, FL 32616-0657

Lynda Coon
7216 NW 126th Avenue
Alachua, FL 32615

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

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

AFFIDAVIT FOR POSTED LAND USE SIGN

I Melissa WATSON, POSTED THE LAND USE
(Name)
SIGN ON 2/12/2024 FOR THE Kirkland Farm Phase 1 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.

Melissa Watson
(Signature)

RECEIVED
FEB 21 2024
BY: veader

One (1)
(Number of signs)

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 3/11/2024
SUBJECT: NEW City Street N from 441 to Parcel 05844-004-001
PREPARED BY: G.B. Wilson, Compliance and Risk Management Director

RECOMMENDED ACTION:
1. Approve the Roadway Agreement Between IIP-FL 3, LLC and the City of Alachua, the Termination and Cancellation of Public Right of Way and Public Utilities Easement and authorize and direct the Mayor and City Manager/Clerk to execute the documents on behalf of the City; 2. approve and accept from IIP to the City, the Drainage Easement, Exhibit 3 and the deed, Exhibit 4; AND, 3. authorize the Mayor and City Manager/Clerk to execute any other papers or documents necessary to close the described transaction.

Summary

Acquisition of title by deed to the property upon which the City now holds a nonexclusive Public Right of Way and Public Utility Easement is a critical component of the City and County plan for the construction and operation of a new Alachua County Fire and Rescue (ACFR) station to serve the eastern part of the City and surrounding Alachua County. The ACFR station facility and contiguous rapidly developing commercial and residential area as well as those traveling on 441 will all be better served.

IIP-Fl3, LLC (IIP) in January of 2021 acquired title to the property as set forth and described in the deed attached and incorporated herein as Exhibit 1. IIP, one year later in January of 2022, granted to the City of Alachua (City) a coterminous Public Right of Way and Public Utility Easement (Exhibit 2) over a portion on the western side of the Exhibit 1 property, and, among other agreements as contained in the Easement, IIP agreed to construct and maintain a public roadway in perpetuity over the easement area.

The circumstances of both IIP and the City have changed since the parties entered into the Easement, Exhibit 2, and the parties have, after significant discussions and negotiations, agreed it is in the best interests of both parties that IIP grant ownership of the Exhibit 2 easement area along with a necessary non exclusive drainage easement, Exhibit 3 to the City. Transfer of the roadway easement area to be accomplished by special warranty deed (Exhibit 4) from IIP to City.

Concurrent with the transfers set forth above City will grant to IIP a Termination and Cancellation of the Public Right of Way and Public Utilities Easement here identified and incorporated in this Agenda Item as Exhibit 5. The purpose and intent of the termination and cancellation of the public right of way and public utilities easement, Exhibit 5, is to terminate and cancel Exhibit 2 including, but not limited to, terminating and canceling the obligation of IIP to construct and maintain the roadway described therein.

It is of note that a separate event and agreement where the City resolved and settled separate disputed issues with parties, not including IIP, arising on property contiguous to the roadway area Exhibits 2 and 4, resulted in the City receiving a disbursement of surety bond proceeds in the amount of $1,851,740.40. The proceeds were paid to the City as a part of the settlement of all claims. It bears repeating that IIP was not a party to the settlement agreement and the agreement specifically provided that no non party shall claim any legal or equitable right, benefit or remedy under the agreement. Further, use of the funds was and is not restricted and is available to the City to construct the public City roadway serving the public purposes described above.

described above.

FINANCIAL IMPACT: No

BUDGETED: No

AMOUNT:-0-

FUNDING SOURCE: General Fund

COMMISSION GOALS:
Economic Development, Quality of Life, Community Enhancement, Strengthen Community Services

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ATTACHMENTS:

Description

- Roadway Agreement Between IIP-FL3, LLC & Cityof Alachua
- Exhibit 1 Special Warranty Deed Dated 01/22/2021
- Exhibit 2 Public Right of Way & Public Utilities Easement 01/18/2022
- Exhibit 3 Drainage Easement
- Exhibit 4 Special Warranty Deed (Roadway)
- Separate Document - Exhibit 5 Termination and Cancellation of PUE & ROW Easement

ROADWAY AGREEMENT
BETWEEN IIP-FL 3 LLC AND THE CITY OF ALACHUA

THIS ROADWAY AGREEMENT (Agreement) is made and entered into effective the ___ of March, 2024, by and between the **IIP-FL 3 LLC (IIP), a Delaware limited liability company authorized to do business in the State of Florida** and the **CITY OF ALACHUA (City),** a Florida municipality in Alachua County, individually referred to as "Party" or collectively as "Parties" herein.

RECITALS

WHEREAS, on January 22, 2021, **IIP** purchased Property described in Exhibit A to the Special Warranty Deed (Property) attached hereto as Exhibit 1.

WHEREAS, on January 18, 2022, **IIP** executed, granted and delivered to **City** a Public Right of Way and Public Utilities Easement (Easement) attached and incorporated as Exhibit 2, over a portion of the Property as described therein (Easement Area). The Easement was recorded in OR Book 4971, Page 1213 of the public records of Alachua County, Florida.

WHEREAS, the plans and circumstances of both Parties have changed since the granting of the Easement, and the Parties have agreed it is in the best interests of both Parties to have **IIP** grant ownership and title of the Easement Area described in Exhibit 2, along with granting the agreed upon, necessary, Non-Exclusive Drainage Easement (Drainage Easement) attached and incorporated as Exhibit 3, to the **City**, and for the City to construct a public roadway within the Easement Area connecting U.S. Highway 441 to Alachua County tax parcel # 05844-004-001 (Roadway).

WHEREAS, concurrently with **IIP's** conveyance of the Easement Area to the **City** via Special Warranty Deed (Deed) attached and incorporated as Exhibit 4, the Parties will record a termination and cancellation of all rights and obligations set forth in the Easement rendering the Easement null, void and of no force or effect.

WHEREAS, following such conveyance of the Easement Area, the **City** will construct the Roadway in accordance with this Agreement and the final Construction Documents (as defined below) and utilizing **City** funds with possible contributions from other property owners but without any cost or expense to IIP.

WHEREAS, the **City**, as the titleholder of Roadway (Exhibit 4) will also construct, at no cost or expense to **IIP**, public utility infrastructure as necessary to meet the needs of the public, such as a waterline extension from the existing **City** eight (8) inch water main at the north right of way line of U.S. Highway 441 to the Southeast corner of Alachua County tax parcel # 05844-004-001.

WHEREAS, as a part of Roadway construction, the **City** will dismantle a small metal building currently located within the Easement Area in the planned location of the Roadway and neatly set the dismantled building materials aside in a location on the Property outside of the Roadway and reasonably acceptable to IIP and its tenant, provided that upon IIP's or its tenant's request, the **City** will dispose of any materials designated by IIP or its tenant for removal, at the City's sole cost and expense. As part of the Roadway construction, the City will cause the fire suppression supply line to be converted from overhead to underground in accordance with the Construction Documents at no cost or expense to IIP.

WHEREAS, the Parties are entering into this Agreement to memorialize the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Recitals set forth in this Agreement are hereby incorporated herein by reference.

2. **IIP Conveyance.** Subject to the terms and conditions herein, **IIP** agrees to execute and deliver the Warranty Deed, Drainage Easement, and any required closing documents, subject to IIP's review and reasonable approval, to complete the property transfers listed herein, provided all costs relating to the closing and conveyance shall be borne by the **City**. **IIP**'s execution and delivery of the documents included in this paragraph shall be completed within ten (10) days of full execution of this Agreement. The time limit in this paragraph can be modified upon the written agreement and consent of the Parties.

3. **Easement Release**. The **City** agrees to release **IIP** of all obligations in the Easement and to execute and record a Termination and Cancellation of its rights under the Easement. **City**'s execution and delivery of documents included in this paragraph shall be completed within ten (10) days of full execution of this Agreement. The time limit in this paragraph can be modified upon the written agreement and consent of the Parties.

4. **Construction of Roadway and Utilities.**

   A. **Design Review:**
   City will prepare electronic (PDF) 60 percent design documents which will include cover sheet, plan view, profile view cross-sections and construction details. The electronic document will be provided to **IIP** via electronic mail at the addresses noted below for notice purposes.

   IIP will have fourteen (14) calendar days following receipt to provide written review comments. Review comments shall be limited to construction sequencing, parcel access, site access during construction, landscaping outside the right of way and any other elements that may reasonably be expected to impact the Property or its beneficial use.

   The **City** will revise the design documents to mitigate, address and/or incorporate **IIP** comments. The parties agree to reasonably cooperate with one another to ensure reasonable, continued access over and across the Roadway between IIP's divided Property. Upon the Parties approval of the final 60 percent design documents, the City shall prepare further developed 90 percent design documents for IIP's review pursuant to the same procedures outlined herein for review of the 60 percent design documents. The final plans derived from the approved 90 percent design documents are referred to as the "Construction Documents" herein.

   B. **Utility Coordination**:
   As part of the Roadway construction, the **City** will partially deconstruct necessary structural support and re-route, under the Roadway, a portion of the fire suppression line and make

and construct any necessary overhead structural adjustment, to continue the fire suppression line to an agreed upon location, west of the Roadway, to re-establish connection to the existing fire suppression line. All such planned work on the Roadway will be at the cost of the **City**, submitted to **IIP** for approval and coordinated as set forth below. However, it is specifically understood and agreed that all responsibility for cost and expenses of the work to the reconnection point will be paid by the City.

Each of the Parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the re-routing of the fire suppression supply line as provided in the Construction Documents. **City** will provide **IIP** a 30-day written notice for field coordination requirements. **IIP** will request that any tenant provide reasonable access, startup, and troubleshooting during regular business hours to any and all necessary components for the work required in accordance with the final Construction Documents as it relates to the fire suppression system.

C. Temporary Construction Easements

IIP herein grants the **City** temporary construction easements to the extent reasonably necessary to complete the work in accordance with the final Construction Documents, provided that the City will exercise commercially reasonable efforts to minimize any interference with the use and operation of the Property, including any tenant's beneficial use thereof, and will reasonably coordinate with IIP and its tenant with respect to accessing the Property to exercise such temporary easement rights. The **City** will field coordinate the extent of each driveway tie-in in order to reasonably provide a clean transition. **IIP** grants the **City** temporary construction easements to the extent necessary to provide and install trees in accordance with the final Construction Documents. The City shall not permit any mechanic's or other liens to be filed against the Property relating to the Roadway and related work undertaken by or on behalf of the City. The City shall abide by all applicable laws and regulations in regards to the activities undertaken by the City and its employees, contractors and representatives on the Property and in relation to the construction of the Roadway and related facilities contemplated under this Agreement.

D. Insurance. The City shall, at its sole cost and expense, obtain and maintain and cause and require its contractors to obtain and maintain during the term of this Agreement with insurers reasonably acceptable and lawfully authorized to do business in the applicable jurisdiction (a) Commercial General Liability insurance on a broad-based occurrence coverage in an amount of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence, with coverages including, but not limited to, liability for bodily injury (including death) and property damage (including loss of use resulting therefrom), (b) Commercial Automobile Liability insurance covering liability arising from use or operation of any auto, including those owned, hired or otherwise used or operated by or on behalf of the City, and (c) Workers' Compensation insurance in compliance with all applicable laws. Further, certificates of insurance for contractors shall name IIP and any tenant as an additional insured. City shall provide evidence of the foregoing coverages to IIP, including certificates of insurance in form and substance reasonably acceptable to IIP, prior to any entry onto the Property by the City and contractors.

E. Restoration Obligation. The City covenants and agrees to promptly repair and restore any damage to the Property caused by the City or its employees, contractors or representatives.

F. **Acceptance of Title**. The City hereby accepts title and possession of Roadway (Exhibit 4) subject to any liens, restrictions, reservations, conditions and other notices of record and hereby waives, accepts, assumes liability for and releases IIP from any claims related to such items of record.

G. **Costs and Expenses**. For the avoidance of doubt, IIP shall not be required to incur any costs or expenses in relation to the work to be undertaken by the City in accordance with this Agreement, nor shall the City levy any assessments or similar liens against the Property to pay or reimburse the City for any such costs expended.

5. **City's Continuing Jurisdiction Over the Property**. The Parties acknowledge that by entering into this Agreement, the City has not and is not waiving any of its jurisdiction over or power to regulate the Property described in Exhibit 1 now or in the future. The use of the Property by any subsequent purchaser, tenant, or user shall be subject to all federal, state and local laws and regulations, including, but not limited to, the City of Alachua Land Development Regulations and Comprehensive Plan. This Agreement cannot and does not operate as a waiver or release of the City's inherent authority to enforce the requirement of Florida law and/or local government regulations concerning the Property in the future.

6. **Voluntary Execution/Role of Legal Counsel**. The Parties acknowledge that this Agreement is freely and voluntarily executed after they have been apprised of all relevant information concerning this Agreement and that they have had the opportunity to consult with and receive the advice of their respective legal counsel in entering into this Agreement. In executing this Agreement, the Parties acknowledge that they do not rely on any inducement, promises or representations other than those contained herein. In this regard, the Parties acknowledge that this Agreement is the product of mutual negotiation and no doubtful or ambiguous provision that may exist in the Agreement is to be construed against any of the Parties based upon a claim that one of the Parties drafted the Agreement, or that language of the Agreement was intended to favor one of the Parties.

7. **Governing Law and Venue**. This Agreement shall be deemed to have been made and to be performed, and shall be interpreted, construed, and enforced, in accordance with the laws of the State of Florida. Any action brought in connection with this Agreement shall be brought in the Circuit Court in and for Alachua County, Florida and at no other location. This provision is mandatory and is not permissive.

8. **Attorney's Fees**. In the event that any litigation or other dispute proceeding is commenced that involves, arises out of, or relates to this Agreement, each Party shall be responsible for their own attorney's fees and costs.

9. **Authority to Bind**. Each Party expressly covenants, warrants, and acknowledges to the other that it has the right and authority to execute this Agreement. Specifically, each individual signing on behalf or a corporate party represents and warrants that he or she has all requisite corporate power and authority to execute, deliver and perform the corporate party's obligations under this Agreement; that his or her execution, delivery and performance on the corporate party's behalf have been duly authorized by all necessary corporate action; and that this Agreement has been duly and validly executed and delivered by the corporate party's authorized agent or representative and binds the corporate party.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same Agreement. This Agreement, to the extent delivered by means of electronic delivery, shall be treated in all manner and respects as an original Agreement to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery as a defense to the formation of an Agreement, and each Party hereto waives any such defense except to the extent that such defense relates to lack of authenticity.

11. **No Third-Party Reliance.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any equal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12. **Effective Date.** The effective date of this Agreement is the date of the last of the signatures of the Parties hereto.

13. **Miscellaneous Provisions**

A. **Notices**. Any notice or other document required or allowed to be given pursuant to this Agreement by either Party to the other shall be in writing and shall be delivered personally or by electronic correspondence.

To: IIP-FL 3 LLC: 11440 West Bernardo Ct, Suite 100
San Diego, CA 92127
Attn: General Counsel

Cc: Tenant, at 12871 NW U.S. Highway 441, Alachua, Florida 32615
Via email: William.Koslow@Trulieve.com

To City of Alachua: Mike DaRoza, City Manager, mdaroza@cityofalachua.com
Cc: Rodolfo Valladares, Assistant City Manager, rvalladares@cityofalachua.com

Personal notices shall be effective upon delivery or failure to accept delivery, electronic correspondence shall be deemed received on the date sent if received by 4:00 pm Eastern Daylight Time on a business day. If received after 4:00 pm EST, such transmission shall be deemed received on the next business day.

B. **Headings**. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.

C. **Partial Invalidity**. In the event any term or provision of this Agreement is determined by appropriate jurisdiction authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

D. **Amendment**. This Agreement may be amended or modified only if executed in writing and with the same formality as the original.

E. **Sovereign Immunity**. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the City beyond the limited waiver provided in the Florida Statutes 768.28.

F. **Successors and Assigns**. The terms and conditions of this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns; provided, however, that the City shall not have the right to assign its rights hereunder.

G. **Signatures**. A facsimile, electronic or portable document format (PDF) signature on this Agreement shall be equivalent to, and have the same force and effect as, an original signature.

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement as set forth below.

SIGNATURES FOR CITY OF ALACHUA

Attest:

CITY OF ALACHUA

_____
City Manager/Clerk

by: _____
Gib Coerper, Mayor

Date of signature: _____

Date of signature: _____

SIGNATURES FOR IIP-FL 3 LLC

Attest:

Witness Pearl Lai

Date of signature: March 4, 2024

IIP-FL 3 LLC

by: _____
(Name and title)
Brian Wolfe, General Counsel

Date of signature: March 4, 2024

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3312256 8 PG(S)
1/25/2021 10:13 AM
BOOK 4852 PAGE 1515
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 992282
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $166,600.00
Intang. Tax: $0.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL AND SEND
TAX BILLS TO:

IIP-FL 3 LLC
11440 West Bernardo Court
Suite 100
San Diego, CA 92127
Attn: General Counsel

PERMANENT PARCEL NUMBERS:
05855004000 and 05855004001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

This DEED is made and entered into as of the 22 day of January, 2021, by Harvest DCP of Florida, LLC, a Florida limited liability company, having an address of 1155 West Rio Salado Parkway, Suite 201, Tempe, Arizona 85281 Attention: Assistant General Counsel, Real Estate ("Grantor"), to for the benefit of IIP-FL 3 LLC, a Delaware limited liability company, having an address of 11440 West Bernardo Court, Suite 100, San Diego, California 92127 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL unto the Grantee the following described real estate, situated in the County of Alachua and the State of Florida, (the "Property") more particularly described as follows:

See Exhibit A attached hereto and hereby made a part hereof.

Subject however, to any real estate taxes or assessments for the year 2020 and all subsequent years, applicable zoning, laws and governmental regulations and the conditions, restrictions, reservations, covenants, easements, rights of way, and other agreements of record affecting title to the Property set forth on Exhibit B attached hereto, however this provisions shall not reimpose any of the same (the "Permitted Exceptions").

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever. The Grantor hereby specially warrants the title to the Property, subject to the Permitted Exceptions, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but against none other.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year first above written.

Witness Signatures:

Name: William M. Kosiba

Name: Robert Dennis

GRANTOR:

HARVEST DCP OF FLORIDA, LLC,
a Florida limited liability company

By: _____
Name: Steve White
Title: CEO

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, The undersigned, a Notary Public for said County and state, do hereby certify that Steve White, the CEO of Harvest DCP of Florida, LLC, a Florida limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such CEO of Harvest DCP of Florida, LLC, a Florida limited liability company, he signed and delivered the said instrument as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal or stamp, this 19 day of January, 2021.

_____
Notary Public

My commission expires:
1/18/2022

ALLISON MCBRIDE
Notary Public, State of Arizona
Maricopa County
My Commission Expires
January 18, 2022

EXHIBIT A
TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF REAL PROPERTY

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet: thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing building with said right-of-way line and the Point of Beginning; thence, leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524): thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk (#3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524); thence North 65 degrees 49 minutes 12 seconds West, a distance of 500.01 feet to a set 5/8 inch rebar and cap (#3524); thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a set 5/8 inch rebar and cap (#3524) marking the intersection with the South line of the Seaboard Coast Line Railroad (200 foot right-of-way); thence North 58 degrees 45 minutes 42 seconds West, along said right-of-way, a distance of 881.26 feet to a found 5/8 inch rebar and cap (#3524); thence South 23 degrees 50 minutes 23 seconds West, a distance of 2014.63 feet to a found 4 inch x 4 inch concrete monument; thence South 01 degrees 33 minutes 25 seconds West, a distance of 169.02 feet to a found 5/8 inch rebar and cap (#3524); thence South 66 degrees 13 minutes 12 seconds East, a distance of 305.43 feet to a found 1 inch open pipe; thence South 22 degrees 09 minutes 10 seconds West, a distance of 158.74 feet to a found 1 inch open pipe marking a point on the North right-of-way line of U.S. Highway 441; thence South 66 degrees 00 minutes 17 seconds East, along said right-of-way line, a distance of 1251.02 feet to the Point of Beginning, more or less.

Less the following-described Parcel (Cemetery Lot):

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West 1368.62 feet: thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 65 degrees 56 minutes 44 seconds West a distance of 867.12 feet to a found 5/8 inch rebar and cap (#3524); thence leaving said right-of-way line North 15 degrees 03 minutes 32 seconds West a distance of 187.96 feet to a found 5/8 inch rebar and cap (#3524); thence North 24 degrees 10 minutes 22 seconds East a distance of 626.55 feet to a found 5/8 inch rebar and cap (#3524); thence North 24 degrees 10 minutes 34 seconds East a distance of 41.51 feet to a set 5/8 inch rebar and cap (#3524); thence North 16 degrees 37 minutes 33 seconds East a distance of 129.54 feet to a found 5/8 inch rebar and cap (#3524) and the Point of Beginning; thence North 02 degrees 02 minutes 12 seconds East a distance of 200.81 feet to a point; thence North 79 degrees 51 minutes 54 seconds West a distance of 58.29 feet to a point; thence North 02 degrees 52 minutes 48 seconds East a distance of 66.89 feet to a point; thence South 86 degrees 13 minutes 09 seconds West a distance of 165.25 feet to a point; thence South 10 degrees 05 minutes 22 seconds West a

distance of 240.68 feet to a point; thence South 83 degrees 17 minutes 12 seconds East a distance of 255.69 feet to the Point of Beginning.

AND LESS AND EXCEPT: (Laser Parcel)

A portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet; thence North a distance of 218.99 feet to a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West on said North right-of-way line a distance of 171.11 feet to the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing and distance of North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence Northwesterly on the arc of said curve a distance of 1369.44 feet; thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to the Southeast corner of said Parcel A; thence on the boundary of said Parcel A the following Seven (7) courses and distances: 1) leaving said North right-of-way line, North 23 degrees 59 minutes 25 seconds East, a distance of 664.68 feet; 2) thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet; 3) thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet; 4) thence North 65 degrees 49 minutes 12 seconds West, a distance of 500.01 feet to the Point of Beginning of the following described Parcel of land; 5) thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a point on the South right-of-way line of the Seaboard Coast Line Railroad (200 foot right-of-way); 6) thence North 58 degrees 45 minutes 42 seconds West, on said South right-of-way line, a distance of 881.26 feet; 7) thence South 23 degrees 50 minutes 23 seconds West, a distance of 1504.88 feet; thence leaving said boundary South 65 degrees 30 minutes 13 seconds East, a distance of 699.02 feet; thence North 24 degrees 02 minutes 31 seconds East, a distance of 530.00 feet to a point on the Northwesterly projection of the boundary of said Parcel A; thence South 65 degrees 49 minutes 12. seconds East on said Northwesterly projection, a distance of 167.86 feet to the Point of Beginning.

AND LESS AND EXCEPT: (Harvest Parcel)

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida and more particularly described as follows:

Commence at a found iron pin marking the Southeast Corner of Section 20, Township 8 South Range 19 East, Alachua, County, Florida; thence West a distance of 1313.40 feet to a Point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a Point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida D.O.T.) marking the Point of Curvature of a curve Concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a Radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida D.O. T.); thence North 66 degrees 00 minutes 17 seconds West, a· distance of 58.98 feet to a set 5/8 inch rebar and cap. (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing Building with said right-of-way line and the Point of Beginning of said Parcel A; thence on the boundary of said Parcel A the following Five (5) courses and distances: 1) continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 828.95 feet to the Point of Beginning of the following described Parcel of land; 2) thence continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 422.07 feet; 3) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 4) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 5) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet; thence North 23 degrees 50 minutes 23 seconds East on a line 20 feet Easterly of and parallel with the Westerly line of said Parcel A, a distance of 558.33 feet to a Point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216 of said Public Records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 679.02 feet to the Southerly most Southeast corner of said lands; thence South 24 degrees 02 minutes 31 seconds West, a distance of 184.54 feet; thence South 49 degrees 29 minutes 39 seconds East, a distance of 103.97 feet; thence South 23 degrees 59 minutes 52 seconds West, a distance of 603.28 feet to a Point on said North right-of-way line and the Point of Beginning.

AND LESS AND EXCEPT: (Parcel for Hague Fire Station Contract)

A parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southeast corner of lands as described and recorded in Official Records Book 3527, at Page 1217, of the Public Records of Alachua County, Florida, said corner being on the North right of way line of U.S. Highway 441, (State Road number 25/20, 200 foot wide right of way); thence run North 66 degrees 00 minutes 17 seconds West, along said right of way line a distance of 101.41 feet to the Point of Beginning; thence run North 66 degrees 00 minutes 17 seconds West, along said right of way line, a distance of 188.59 feet to the Easterly easement line of a Duke Energy 160 foot wide right of way, (formerly Florida Power Corporation) as described and recorded in Official Records Book 219, at Page 571, Public Records of Alachua County, Florida; thence run North 23 degrees: 58 minutes 26 seconds East, departing from said right of way line and along said easement line, a distance of 237.92 feet; thence run South 66 degrees 00 minutes 17 seconds East, departing said easement line, a distance of 188. 71 feet; thence run South 24 degrees 00 minutes 13 seconds West, a distance of 237.92 feet to the Point of Beginning.

AND LESS AND EXCEPT: (20 FOOT WIDE STRIP)

A 20 foot wide strip of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217, of the Public Records of Alachua County, Florida, and more particularly described as follows:

Commence at the Southeast corner of said Parcel A, being on the North right-of-way line of U.S. Highway 441; thence on the boundary of said Parcel A the following five (5) courses and distances: 1) North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 1,251.02 feet; 2) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 3) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 4) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet to the Point of Beginning; 5) thence continue North 01 degrees 33 minutes 25 seconds East, a distance of 52.75 feet to a point on the Westerly line of said Parcel A; thence North 23 degrees 50 minutes 23 seconds East on said Westerly line, a distance of 509.75 feet to a point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216, of said public records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 20.00 feet; thence South 23 degrees 50 minutes 23 seconds West on a line 20 feet East of and parallel with said Westerly line, a distance of 558.33 feet to the Point of Beginning.

TOGETHER WITH:

A 50 feet wide outfall storm drainage easement located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch re bar and cap #3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing moltech manufacturing building with said right-of-way line; thence, leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524); thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk #3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524); thence continue North 24 degrees 28 minutes 46 seconds East, a distance of 292.58 feet to a point marking the Point of Beginning; thence South 65 degrees 21 minutes 28 seconds East, a distance of 700.27 feet to a point; thence South 23 degrees 19 minutes 09 seconds East, a distance of 245.10 feet to a point; thence South 18 degrees 09 minutes 39 seconds East, a distance of 132.02 feet to a point; thence South 15 degrees 32 minutes 29 seconds West, a distance of 265.88 feet to a point; thence South 74 degrees

27 minutes 31 seconds East, a distance of 50.00 feet to a point; thence North 15 degrees 32 minutes 29 seconds East, a distance of 281.02 feet to a point; thence North 18 degrees 09 minutes 39 seconds West, a distance of 149.41 feet to a point; thence North 23 degrees 19 minutes 09 seconds West, a distance of 266.56 feet to a point; thence North 65 degrees 21 minutes 28 seconds West, a distance of 734.70 feet to a point marking the intersection with the waters edge of Lake Ursula; thence along the said waters edge of Lake Ursula, a distance of 50.00 feet to a point; thence, leaving said waters edge, South 65 degrees 21 minutes 28 seconds East, a distance of 15.22 feet to the Point of Beginning.

AND TOGETHER WITH:

Lake Ursula storm drainage easement located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department. of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap #3524) marking the intersection wing the Southerly projection of a line offset 10 feet from the face of an existing moltech manufacturing building with said right-of-way line; thence leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524); thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk #3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524) and the Point of Beginning; thence North 65 degrees 49 minutes 12. seconds West, a distance of 500.01 feet to a set 5/8 inch rebar and cap (#3524); thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a set 5/8 inch rebar and cap #3524) marking the intersection with the South line of the seaboard coast line railroad (200 foot right-of-way); thence South 58 degrees 45 minutes 42 seconds East, a distance of 508.03 feet to a point; thence South 24 degrees 28 minutes 46 seconds West, a distance of 808.02 feet to the Point of Beginning.

AND TOGETHER WITH:

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida and more particularly described as follows:

Commence at a found iron pin marking the Southeast Corner of Section 20, Township 8 South Range 19 East, Alachua, County, Florida; thence West a distance of 1313.40 feet to a Point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a Point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida D.O.T.) marking the Point of Curvature of a curve Concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a Radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida D.O. T.); thence North 66 degrees 00 minutes 17 seconds West, a· distance of 58.98 feet to a set 5/8 inch rebar and cap. (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing Building with said right-of-way line and the Point of Beginning of said Parcel A; thence on the boundary of said Parcel A the following Five (5) courses and distances: 1) continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 828.95 feet to the Point of Beginning of the following described Parcel of land; 2) thence continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 422.07 feet; 3) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 4) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 5) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet; thence North 23 degrees 50 minutes 23 seconds East on a line 20 feet Easterly of and parallel with the Westerly line of said Parcel A, a distance of 558.33 feet to a Point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216 of said Public Records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 679.02 feet

to the Southerly most Southeast corner of said lands; thence South 24 degrees 02 minutes 31 seconds West, a distance of 184.54 feet; thence South 49 degrees 29 minutes 39 seconds East, a distance of 103.97 feet; thence South 23 degrees 59 minutes 52 seconds West, a distance of 603.28 feet to a Point on said North right-of-way line and the Point of Beginning.

Tax Parcel No: A portion of 05855-004-000

ADDRESS: 12895 NW US Highway 441
Alachua, Florida

EXHIBIT B
TO SPECIAL WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2021 and subsequent years, which are not yet due and payable.

2. Easement granted to Florida Power Corporation as set forth in document recorded in Official Records Book 219, Page 571, of the Public Records of Alachua County, Florida; Supplement to Easement recorded in Official Records Book 349, Page 472, of the Public Records of Alachua County, Florida.

3. Ordinance No. 0-90-21 of the City of Alachua extending corporate limits recorded in Official Records Book 1786, Page 815, of the Public Records of Alachua County, Florida.

4. Right of way of the "community road" as referenced in Official Records Book 1923, Page 140, Public Records of Alachua County, Florida. (As to Parcel 1)

5. Notice recorded in Official Records Book 2138, Page 2461, of the Public Records of Alachua County, Florida. (As to Parcel 2)

6. Terms and conditions contained in Drainage Easement between Lithium Nickel Asset Holding Company I, Inc., a Delaware corporation, and Phoenix Commercial Park, LLLP, a Florida limited liability limited partnership, recorded in Official Records Book 3527, Page 1206, of the Public Records of Alachua County, Florida.

7. Distribution Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy, recorded in Official Records Book 4308, Page 685, of the Public Records of Alachua County, Florida.

8. Ordinance 18-14 of the City of Alachua, Florida, extending corporate limits to encompass subject property recorded in Official Records Book 4617, Page 1019, of the Public Records of Alachua County, Florida.

9. Easement granted to the City of Alachua, recorded in Official Records Book 4668, Page 800, of the Public Records of Alachua County, Florida.

10. Terms and conditions contained in Easement granted to Harvest DCP of Florida, LLC, recorded in Official Records Book 4682, Page 646, of the Public Records of Alachua County, Florida.

11. Easement granted to Duke Energy of Florida, LLC d/b/a Duke Energy recorded in Official Records Book 4746, Page 1719, of the Public Records of Alachua County, Florida.

12. Easement for ingress and egress over and across subject property for access to any burial lots or cemetery located on adjacent lands.

13. Terms, covenants, conditions and provisions of that certain unrecorded lease by and between IIP-FL 3 LLC, as landlord, and San Felasco Nurseries, Inc., a Florida corporation.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3394303 8 PG(S)
1/25/2022 11:58 AM
BOOK 4971 PAGE 1213
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1062043
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.70
Intang. Tax: $0.00

This instrument prepared by or under the
Direction of and to be returned to:
Marian Rush
P.O. Box 9
Alachua, Florida, 32616

Tax Parcel No: 05855-004-000 & 05855-004-001
Section 20, Township 8 South, Range 19

PUBLIC RIGHT OF WAY AND PUBLIC UTILITIES EASEMENT

THIS NON EXCLUSIVE EASEMENT, made this 18th day of January, 2022, by and between, IIP-FL 3 LLC, a Delaware Limited Liability Company, GRANTOR, whose mailing address is, 11440 West Bernardo Court, Suite 100, San Diego California, 92127 and the City of Alachua, a municipality in Alachua County, Florida, GRANTEE, whose post office address is P.O. Box 9, Alachua, Florida 32616.

WITNESSETH:

THAT the said GRANTOR, based on the payment and receipt of ten dollars and other good and valuable consideration here recognized as paid and received, does hereby grant and transfer to the GRANTEE for the benefit of the general public, the following two coextensive perpetual non-exclusive public easements: Easement 1 Public Right of Way Easement for the open way of travel for the public generally, for all purposes public and private; Easement 2, for placement, operation and maintenance of Public Utilities including but not limited to electric, water , wastewater, reclaimed water, and, traffic control devices, as further described on Page 2 hereof. All for the public use and the appropriate public purposes incidental thereto, in, on, over, under and across the GRANTOR'S described property in the City of Alachua, Alachua County, Florida, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

This Easement is subject to the following Special Conditions:

1. **The coextensive Public Right of Way and Public Utility Easements described herein occupy the one property described, located and depicted in and on Exhibit A attached hereto and incorporated herein.**

2. **The Grantor has made and here confirms its agreement and commitment to construct a private street (Road), within the Easement area Exhibit A in accordance with the Amended And Restated Developer Agreement with Harvest approved by the Alachua City Commission at its regularly scheduled meeting held June 28, 2021 (Developer Agreement), the Site Plan approved by the Alachua Planning and Zoning Board on November 9, 2021 (Site Plan) and construction plans (Construction Plans) all a part of the public record on file with the Grantee.**

3. **The Road and the entire easement area, Exhibit A, described in paragraph 2 of these Special Conditions shall be constructed and maintained by Grantor at Grantor's cost in accordance with the requirements set forth in paragraph two hereof and the Road shall, based on the recommendations of City of Alachua Staff and its engineering consultant, be completed from US 441 north to the point as depicted on the herein identified and incorporated Exhibit B, a detail from the Construction Plans, short of the south line of the property identified as Tax Parcel 05844-004-001.**

4. **GRANTOR specifically acknowledges and agrees the Developer Agreement, Site Plan, approved Construction Plans and the terms and conditions of this easement provide for and authorize, but do not require, Grantee or its assigns and or the then owner of Tax Parcel 05844-064-001 to complete the Road from its northern termination to connect to the southern property line of Tax Parcel 05844-004-001 and complete the intended interconnection provided for by this Public Right of Way and Public Utilities Easement.**

5. **GRANTOR reserves the right to use the described easement area for sidewalk, paved surface, ingress and egress, landscaping, signage and density requirements to the extent such uses do not unreasonably interfere with GRANTEE use of the easement and to the extent permitted by local codes and land use regulations.**

6. **Grantee shall bear all costs associated with the installation and maintenance of public utility infrastructure it installs in and traversing the easement area. Grantor shall bear all costs associated with the construction of the Road, other site improvements as well as the continuing maintenance of the easement area, including, but not limited to all surface area, landscaping, lighting, the Road, surface, its structural integrity, ground collapse and sinkhole loss.**

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to construct, locate, operate, inspect, patrol, alter, improve, repair, rebuild, relocate and remove utility facilities; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the quantity and type of utility facilities; (d) the right to clear the Easement Area and keep it cleared of trees, limbs, undergrowth and other obstructions which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of utility facilities or the passage of traffic on the Road; (e) the right to trim and cut and keep trimmed and cut any trees and undergrowth on GRANTOR land adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient operation of said road and utility facilities; and, (f) all other rights and privileges reasonably necessary for the safe and efficient operation of utility facilities or travel on the Road..

GRANTOR hereby covenants and agrees that, except as expressly provided herein, no buildings, structures or obstacles shall be located, constructed, growing, excavated or created within the Easement Area. All openings and excavations created by GRANTEE for the purpose of installing, examining, repairing, replacing, altering or extending utility facilities will be properly filled by GRANTEE, the surface restored and the Easement Area left in good and safe condition. Moveable fences and shrubs are permitted on the Easement Area provided they are placed so as to allow ready access to GRANTEE facilities and provide a working space of not less than ten (10') from any utility surface support equipment GRANTOR assumes all risk of loss to any object it placed in the easement area.

GRANTOR agrees not to call upon GRANTEE to relocate its facilities unless GRANTOR determines it jointly and GRANTEE that such relocation is necessary for the future orderly development of the premises and such development is in physical conflict with GRANTEE's utility facilities and/or Public Right of Way Easement and Road. In such event, said facilities will be relocated to another mutually agreed upon Easement Area within GRANTOR's premises, provided that GRANTOR executes and delivers to GRANTEE, at no cost to the GRANTEE, an acceptable and recordable easement to accommodate the relocated facilities. The cost of such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. GRANTOR shall not utilize or permit to be utilized the Easement Area in any way that will interfere with GRANTEE rights, facilities and safe operation.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of fee simple title to the premises on which the above described Easement is located, has full right and lawful authority to grant and convey this easement and that there are no liens or encumbrances that may vitiate the rights granted Grantee hereunder, and

All provisions of this Easement, including the benefits and burdens, run with the Easement land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto, and

This grant of easement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement land.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns forever.

Signature Page Follows

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed on the day and year aforesaid.

Signed and delivered in our presence as witnesses:

Witness Signature
Print Name: Andy Bui

Witness Signature
Print Name: Catherine Hastings

IIP-FL 3 LLC, a Delaware Limited Liability Company

By: _____

Name Brian Wolfe

Title VP, General Counsel and Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Diego

On January 18, 2022 before me Pearl A. Lai, Notary Public, (here insert name and title of the officer), personally appeared Brian Wolfe who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

PEARL A. LAI
COMM. #2304589
Notary Public · California
San Diego County
My Comm. Expires Sep. 12, 2023

Exhibit A
Page 1 of 2

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL:
PURPOSE: PUBLIC RIGHT OF WAY
& PUBLIC UTILITY EASEMENT

Surveyors Notes:

1. This Sketch of Description is not valid without the original signature and seal of the signing Florida licensed Surveyor and Mapper. The seal appearing on this document was authorized by Robert M. Jones, FL PSM No. 4201 on December 9, 2021. The electronic signature is in conformance with FAC 5J-17.062(3).

2. Additions or deletions to this Sketch of Description by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

3. Bearings shown hereon are relative to an assumed datum based on the North Right of Way line of U.S. Highway 441 (State Road 25/20) as being N66°00'17"W (Basis of Bearing).

4. This Sketch of Description has been developed, in part, from "ALTA/NSPS Land Title Survey" by CHW Professional Consultants, Inc. dated 4-25-2019. This is not a boundary survey.

5. The lands surveyed were not abstracted for Ownership, Easements, Rights-of-Way or other title matters by this firm.

LEGAL DESCRIPTION:

A parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the lands described in Official Records Book 3527, Page 1217, of the Public Records of Alachua County, Florida, said corner being on the North Right of Way line of U.S Highway 441 (State Road 25/20, 200 foot wide Right of Way); thence run N66°00'17"W (Basis of Bearing), along said North Right of Way line of U.S Highway 441 (State Road 25/20) a distance of 750.21 feet to the **POINT OF BEGINNING**; thence continue N66°00'17"W, along said North Right of Way line, distance of 60.00 feet; thence departing said North Right of Way line, run N23°57'22"E, a distance of 540.55 feet to the point of curvature of a curve with a radius of 245.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 51°00'37", a distance of 218.12 feet to a point of tangency; thence N27°03'15"W, a distance of 34.82 feet to the west line of the lands described in said Official Records Book 4852, Page 1515; thence departing said west line, continue N27°03'15"W, a distance of 103.81 feet to the south line of the Lands described in Official Records Book 4637, Page 2216 of said Public Records; thence run S65°30'13"E, along said south line, a distance of 60.79 feet to aforesaid west line; thence N23°08'31"E, along said west line, a distance of 12.71 feet; thence departing said west line, run S27°03'15"E, a distance of 83.60 feet to the point of curvature of a curve with a radius of 305.00 feet, concave to the west; thence southeasterly along said curve to the right through a central angle of 51°00'37", a distance of 271.64 feet to a point of tangency; thence S23°57'22"W, a distance of 540.59 feet to the **POINT OF BEGINNING.**

Containing 63275 square feet or 1.22 acres, more or less.

LEGEND

D = Delta	P.O.C. = Point of Commencement
R = Radius	P.O.B. = Point of Beginning
	R/W = Right of Way
	O.R.B. = Official Records Book
	L = Length
	CB = Chord Bearing
	CH = Chord Distance
	PG. = Page

THIS IS NOT A SURVEY

Digitally signed by Robert M Jones
Date: 2021.12.09 '09:39:19 -05'00

ROBERT M. JONES
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE No. LS 4201

ROBERT MICHAEL JONES CERTIFICATE 4201 STATE OF FLORIDA REGISTERED LAND SURVEYOR

PROJECT TITLE: 60' Wide Public Right of Way Easement & Public Utility Easement
IIP-FL 3 LLC, 11440 West Bernardo County, Suite 100, San Diego, CA 92127
Section 20, Township 8 South, Range 19 East, Alachua County, Florida

DATE	BY	DESCRIPTION

REVISION

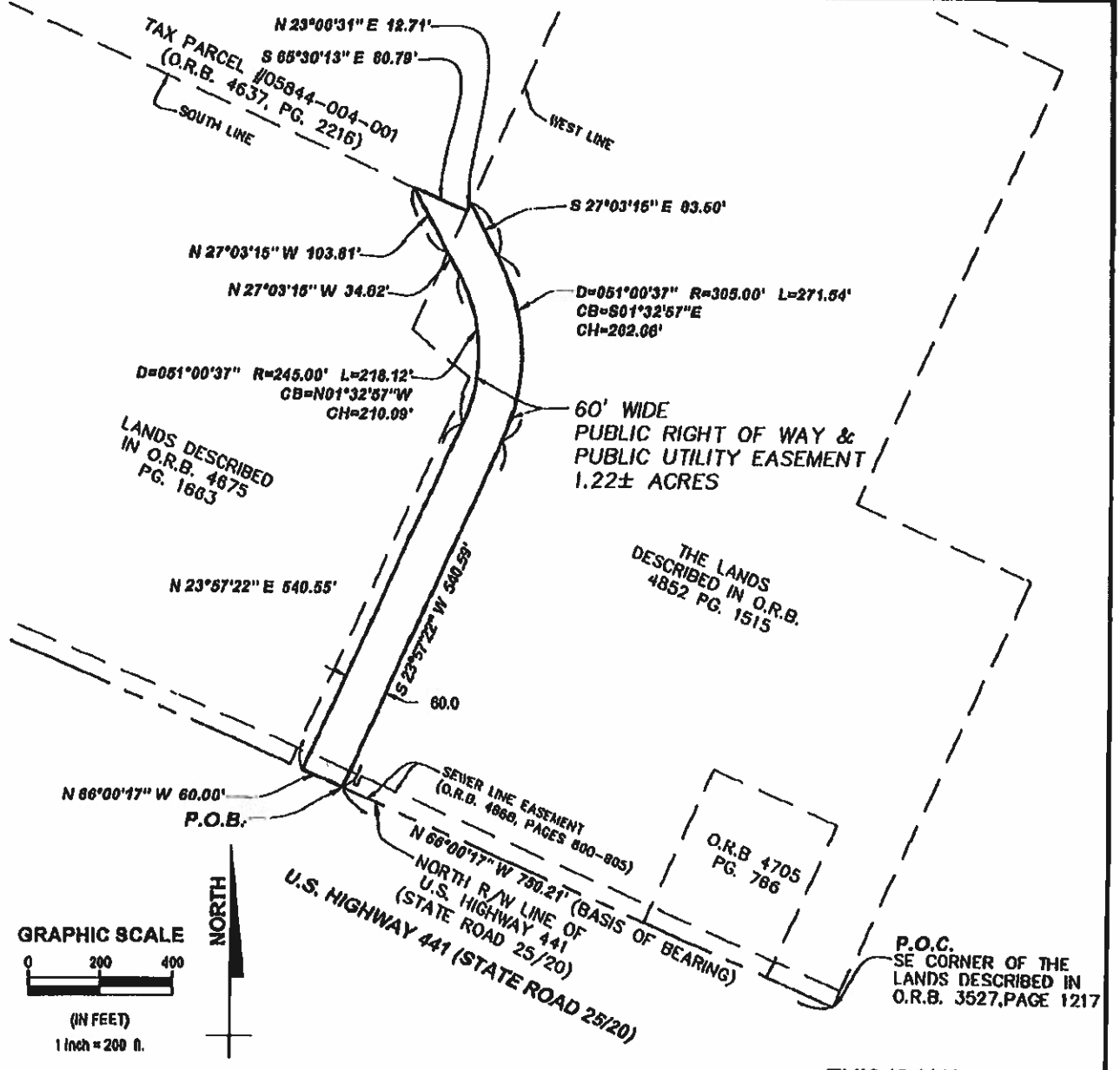
wood.
Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
www.woodplc.com
Certificate of Authorization Number LB 0007932

DRAWN BY: DJG	CHKD. BY: DMS	
DATE: 12/09/2021	DATE: 12/09/2021	
JOB No. 6090190024	SCALE: N/A	SHT. 1 OF 2

DRAWING NAME: SOD 60' Easement v2.dwg

Exhibit A
Page 2 of 2

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL:
PURPOSE: PUBLIC RIGHT OF WAY
& PUBLIC UTILITY EASEMENT



THIS IS NOT A SURVEY

PROJECT TITLE: 60' Wide Public Right of Way Easement & Public Utility Easement
IIP-FL 3 LLC, 11440 West Bernardo County, Suite 100, San Diego, CA 92127
Section 20, Township 8 South, Range 19 East, Alachua County, Florida

DATE	BY	DESCRIPTION

REVISION

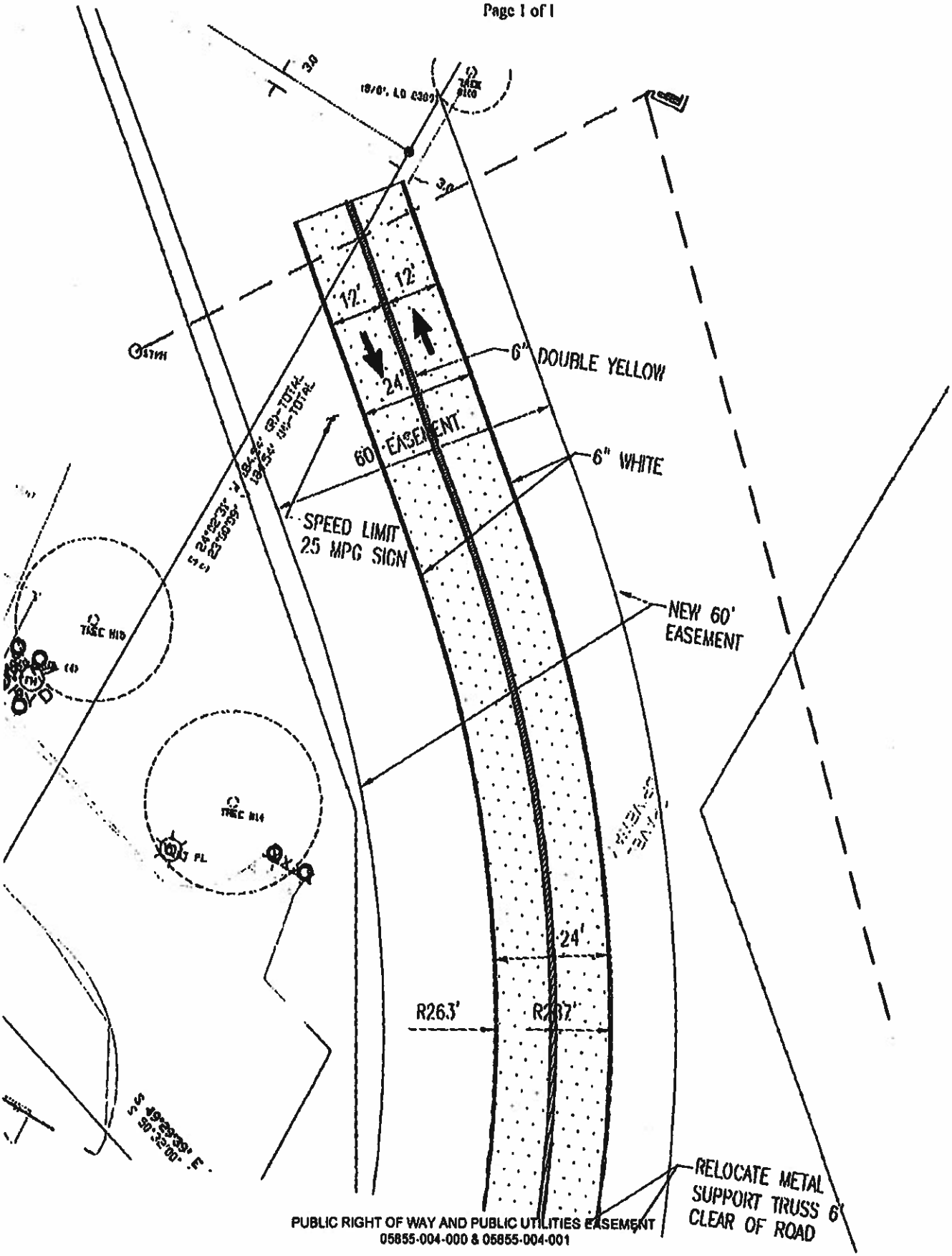
wood.
Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
www.woodplc.com
Certificate of Authorization Number LH 0007032

DRAWN BY: DJO	CHKD. BY: RMJ	
DATE: 12/09/2021	DATE: 12/09/2021	
JOB No. 60610190024	SCALE: 1" = 200'	SHT. 2 OF 2

DRAWING NAME: SOD 60' Easement V2.dwg

PUBLIC RIGHT OF WAY AND PUBLIC UTILITIES EASEMENT
05855-004-000 & 05855-004-001

Exhibit B
Page 1 of 1



PUBLIC RIGHT OF WAY AND PUBLIC UTILITIES EASEMENT
05855-004-000 & 05855-004-001

This instrument prepared by or under the direction of and to be returned to:

Tax Parcel No. 05855-004-000 & 05855-004-001

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____day of March 2024, between **IIP-FL 3 LLC, a Delaware limited liability company (GRANTOR),** whose mailing address is 11440 W. Bernardo Court, Suite 100, San Diego, California 92127, and

CITY OF ALACHUA, a municipality within Alachua County, Florida, (GRANTEE), whose mailing address is Post Office Box 9, Alachua, Florida 32616.

WITNESSETH: That the Grantor, for and in consideration of the sum of **TEN DOLLARS** and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, receipt of which is hereby acknowledged, has given and granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, for the purpose of constructing and maintaining a public right of way and utilities, the following described land, situate, lying and being in the **County of Alachua, State of Florida,** to-wit:

See Exhibit "A" attached hereto.

Together with the Non-Exclusive Drainage Easement recorded separately, contemporaneously.

SUBJECT TO THE FOLLOWING:

A. All easements, restrictions and other matters of record;
B. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
C. Taxes for the year 2024 and subsequent years; and
D. That certain development agreement recorded separately, contemporaneously herewith.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
Have and to Hold, the same in fee simple forever.
And the Grantor hereby covenants 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 persons claiming by, through or under Grantor, but no one else.

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

EXECUTION PAGE FOLLOWS

Signed and delivered
in our presence as witnesses:

_____
Witness Signature
Print Name:_____

_____

_____
Witness Address

_____
Witness Signature
Print Name:_____

_____

_____
Witness Address

GRANTOR:

IIP-FL 3 LLC, a Delaware Limited Liability Company

By: IIP Operating Partnership, LP, a Delaware limited partnership, its sole Member

By: Innovative Industrial Properties, Inc., a Maryland corporation, its sole General Partner

By:_____

Print Name:_____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On March _____, 2024 before me, _____ (here insert name and title of the officer), personally appeared Brian J. Wolfe, **as Vice President, General Counsel and Secretary of and on behalf of INNOVATIVE INDUSTRIAL PROPERTIES, INC., a Maryland corporation, as General Partner of IIP OPERATING PARTNERSHIP, LP, a Delaware Limited Partnership, as sole Member of IIP-FL 3, LLC, a Delaware limited liability company**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Acceptance of Special Warranty Deed between IIP-FL 3 LLC, a Delaware limited liability company, and City of Alachua.

At a meeting on the _____ day of _____, 2024 the Alachua City Commissioners authorized the acceptance of this instrument of conveyance and authorized the Mayor to execute this acceptance.

Approved as to Form:

_____
Mayor Alachua City Commission

_____
City of Alachua Attorney

Executed on this _____ day of _____, 2024.
Attest:

_____
City Clerk

Surveyors Notes:

1. This Sketch of Description is not valid without the original signature and seal of the signing Florida licensed Surveyor and Mapper. The seal appearing on this document was authorized by Robert M. Jones, FL PSM No. 4201 on December 9, 2021. The electronic signature is in conformance with FAC 5J-17.062(3).

2. Additions or deletions to this Sketch of Description by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

3. Bearings shown hereon are relative to an assumed datum based on the North Right of Way line of U.S. Highway 441 (State Road 25/20) as being N60°00'17"W (Basis of Bearing).

4. This Sketch of Description has been developed, in part, from "ALTA/NSPS Land Title Survey" by CHW Professional Consultants, Inc. dated 4-26-2019. This is not a boundary survey.

5. The lands surveyed were not abstracted for Ownership, Easements, Rights-of-Way or other title matters by this firm.

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Containing 63276 square feet or 1.22 acres, more or less.

LEGEND

D = Delta	P.O.C. = Point of Commencement
R = Radius	P.O.B. = Point of Beginning
	R/W = Right of Way
	O.R.B. = Official Records Book
	L = Length
	CB = Chord Bearing
	CH = Chord Distance
	PG. = Page

THIS IS NOT A SURVEY

Digitally signed by Robert M Jones
Date: 2021.12.09 '09:39:19 -05'00'

ROBERT M. JONES
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE No. LS 4201

ROBERT MICHAEL JONES CERTIFICATE 4201 STATE OF FLORIDA REGISTERED LAND SURVEYOR

PROJECT TITLE: 60' Wide Public Right of Way Easement & Public Utility Easement
IIP-FL 3 LLC, 11440 West Bernardo County, Suite 100, San Diego, CA 92127
Section 20, Township 8 South, Range 19 East, Alachua County, Florida

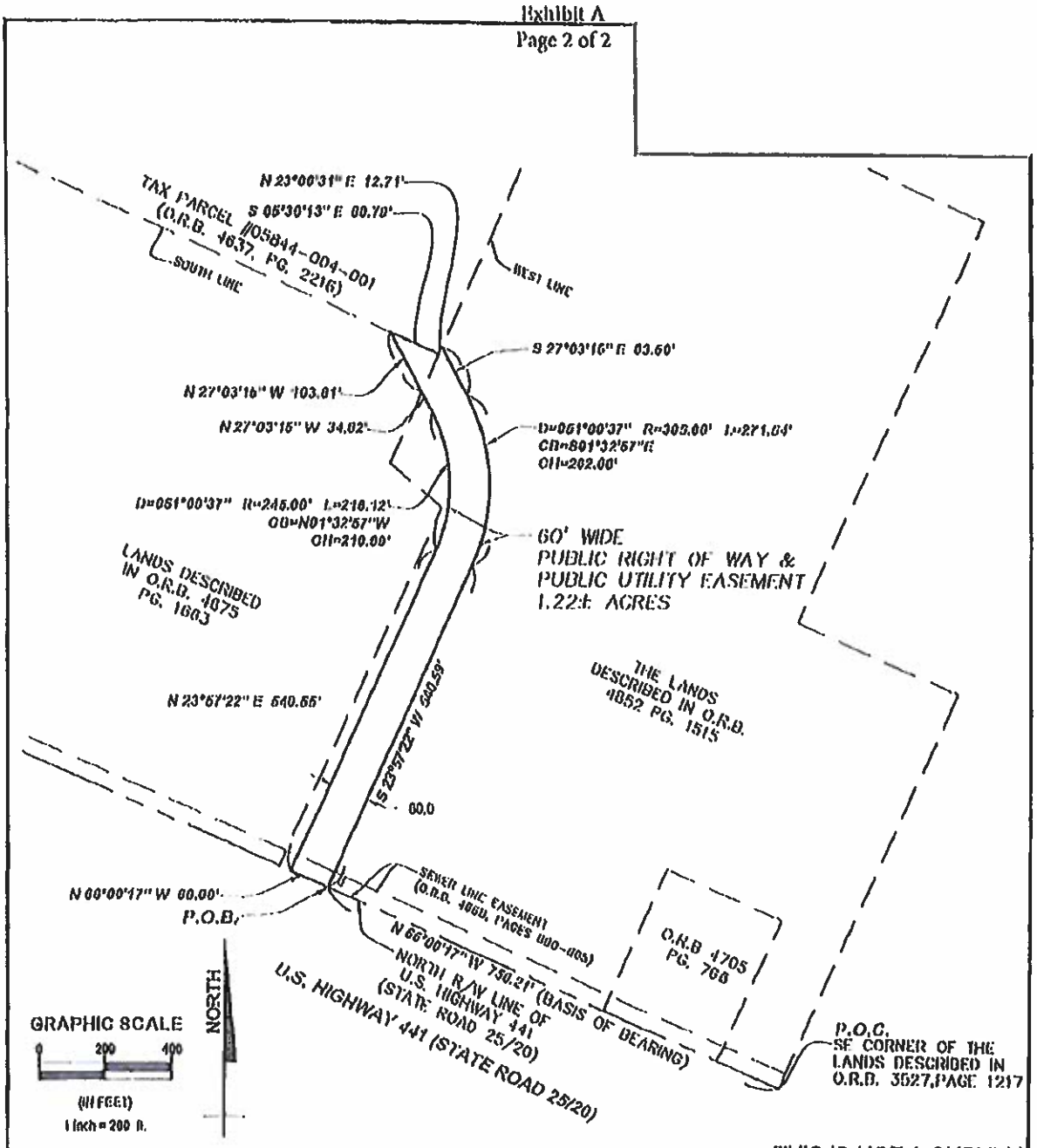
DATE	BY	DESCRIPTION
		REVISION

DRAWN BY: DJG DATE: 12/09/2021 CHKD. BY: RMJ DATE: 12/9/2021

JOB No. 4930100924 SCALE: N/A SHT. 1 OF 2

DRAWING NAME: SOD 60' Easement V2.dwg

wood.
Wood Environment & Infrastructure Solutions, Inc.
650 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7070
www.woodplc.com
Certificate of Authorization Number LB 0001117



THIS IS NOT A SURVEY

PROJECT TITLE: 60' Wide Public Right of Way Easement & Public Utility Easement
IIP-Fl. 3 LLC, 11440 West Bernardo County, Suite 100, San Diego, CA 92127
Section 20, Township 8 South, Range 19 East, Alachua County, Florida

DATE	BY	DESCRIPTION

REVISION

Wood Environment & Infrastructure Solutions, Inc.
650 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 622-7670
www.woodplc.com
Certificate of Authorization Number LB 000012

DRAWN BY: DJO DATE: 12/02/2021
CHKD. BY: DMH DATE: 12/02/2021
JOB No. 4010100024
SCALE: 1" = 200'
SHT. 2 OF 2
DRAWING NAME: 60D 60' Easement v2.dwg

PUBLIC RIGHT OF WAY AND PUBLIC UTILITIES EASEMENT
05855-004-000 & 05855-004-001

This instrument prepared by or under the direction of and to be returned to:

Tax Parcel No. 05855-004-000

NON- EXCLUSIVE DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of March 2024, between **IIP-FL 3 LLC, a Delaware limited liability company (GRANTOR),** whose mailing address is 11440 W. Bernardo Court, Suite 100, San Diego, California 92127, and **CITY OF ALACHUA, a municipality within Alachua County, Florida, (GRANTEE),** whose mailing address is Post Office Box 9, Alachua, Florida 32616.

WITNESSETH: That the Grantor, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, each to the other paid, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, a Non Exclusive Perpetual Easement for the purpose of discharging and the transmission by an existing underground pipe system, of storm water from the right of way of the road ways and contiguous contributory areas, over, upon, under and across the following described property, to-wit:

See Exhibit "A" attached hereto.

THIS EASEMENT is for delivery of surface runoff to the existing drainage facility owned and maintained by Grantee and does not preclude the Grantor, its successors or assigns, from using said described easement area, including the underground drainage facility and the surface area in any way and for any purpose which is not inconsistent with the rights granted to the Grantee by this easement, provided that Grantor shall have no additional maintenance or similar obligations as a result of said easement.

The easement granted herein is subject to all easements, rights-of-way, and other existing rights of record with respect to all or any portion of the easement area. The maintenance of the surface of the easement area, such as mowing and property management, and for continuing to maintain the existing drainage system shall remain the responsibility of Grantor.

The Grantor covenants not to interfere with the exercise of Grantee's rights herein within the above-described easement area.

EXECUTION PAGE FOLLOWS

Signed and delivered
in our presence as witnesses:

_____
Witness Signature
Print Name:_____

_____

_____
Witness Address

_____
Witness Signature
Print Name:_____

_____

_____
Witness Address

GRANTOR:

IIP-FL 3 LLC, a Delaware Limited Liability Company

By: IIP Operating Partnership, LP, a Delaware limited partnership, its sole Member

By: Innovative Industrial Properties, Inc., a Maryland corporation, its sole General Partner

By:_____

Print Name:_____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On March ____ , 2024 before me, _____ (here insert name and title of the officer), personally appeared Brian J. Wolfe, **as Vice President, General Counsel and Secretary of and on behalf of INNOVATIVE INDUSTRIAL PROPERTIES, INC., a Maryland corporation, as General Partner of IIP OPERATING PARTNERSHIP, LP, a Delaware Limited Partnership, as sole Member of IIP-FL 3, LLC, a Delaware limited liability company**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Acceptance of Non-Exclusive Drainage Easement between IIP-FL 3 LLC, a Delaware limited liability company, and City of Alachua.

At a meeting on the _____ day of _____, 2024 the Alachua City Commissioners authorized the acceptance of this instrument of conveyance and authorized the Mayor to execute this acceptance.

Approved as to Form:

_____
City of Alachua Attorney

_____
Mayor Alachua City Commission

Executed on this _____ day of _____, 2024.
Attest:

_____
City Clerk

City of Alachua
eda project no. 2023-0083.S00
December 7, 2023

Legal Description: Drainage Easement

A PORTION OF "PARCEL A" AS RECORDED IN OFFICIAL RECORDS BOOK 3527, PAGE 1217 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LOCATED IN SECTION 20, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

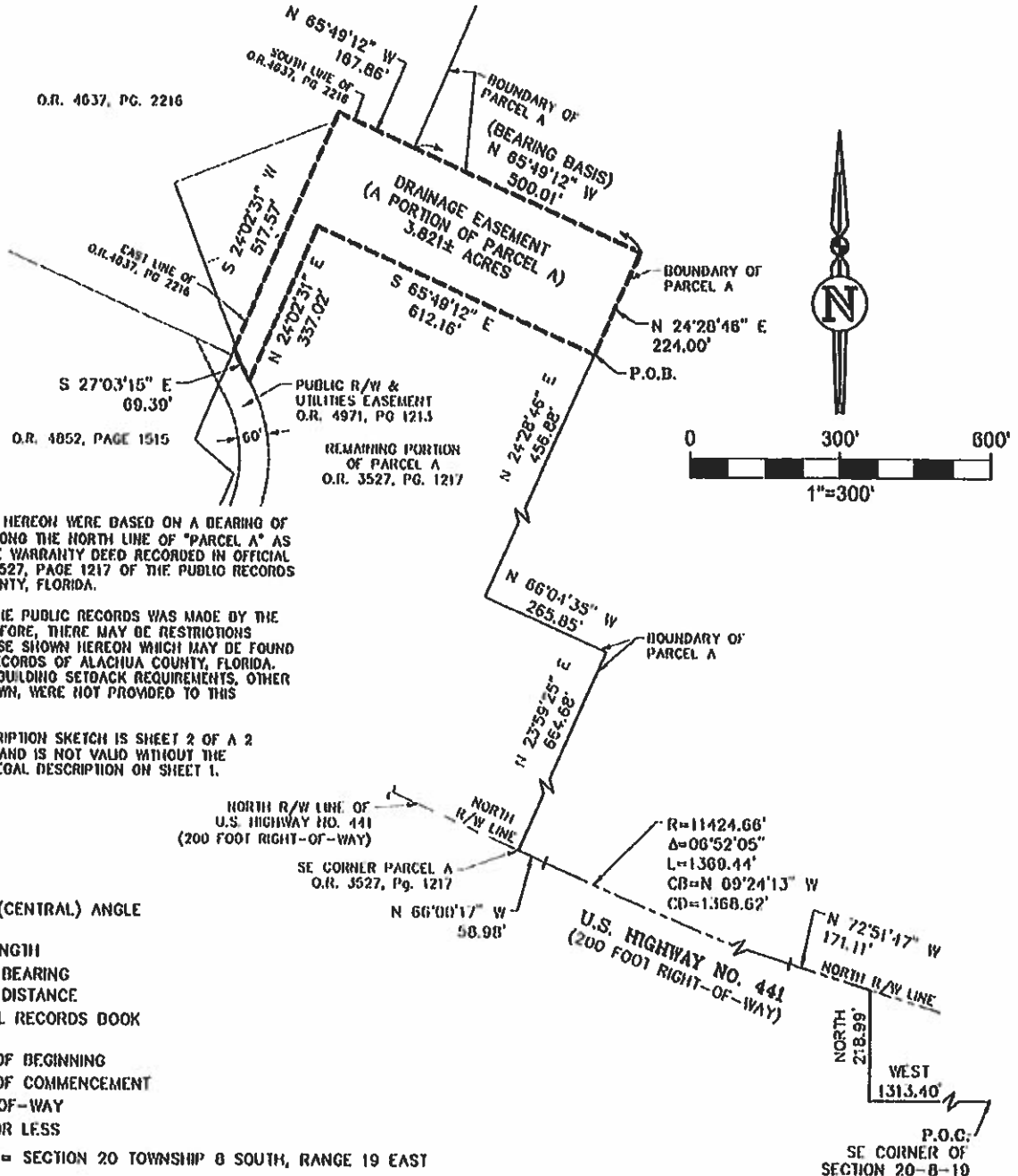
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE WEST A DISTANCE OF 1313.40 FEET; THENCE NORTH A DISTANCE OF 218.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (200 FOOT RIGHT-OF-WAY); THENCE NORTH 72° 51' 47" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 171.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A DELTA OF 06° 52' 05", A RADIUS OF 11424.66 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 69° 24' 13" WEST, 1368.62 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1369.44 FEET; THENCE NORTH 66° 00' 17" WEST, A DISTANCE OF 58.98 FEET TO THE SOUTHEAST CORNER OF SAID "PARCEL A" ; THENCE ALONG THE BOUNDARY OF SAID "PARCEL A", THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 23° 59' 25" EAST, A DISTANCE OF 664.68 FEET;
2) THENCE NORTH 66° 04' 35" WEST, A DISTANCE OF 265.85 FEET;
3) THENCE NORTH 24° 28' 46" EAST, A DISTANCE OF 456.88 FEET TO THE POINT OF BEGINNING;
4) THENCE CONTINUE NORTH 24° 28' 46" EAST, A DISTANCE OF 224.00 FEET;
5) THENCE NORTH 65°49'12" WEST, A DISTANCE OF 500.01 FEET;

THENCE DEPARTING SAID BOUNDARY OF "PARCEL A" , CONTINUE NORTH 65°49'12" WEST, ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4637, PAGE 2216 OF SAID PUBLIC RECORDS, A DISTANCE OF 167.86 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4637, PAGE 2216; THENCE SOUTH 24°02'31" WEST, A DISTANCE OF 517.57 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE NORTHEASTERLY LINE OF A PUBLIC RIGHT-OF-WAY & UTILITIES EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 4971, PAGE 1213 OF SAID PUBLIC RECORDS; THENCE SOUTH 27° 03'15" EAST, ALONG SAID NORTHEASTERLY LINE OF SAID RIGHT-OF-WAY & UTILITIES EASEMENT, A DISTANCE OF 69.39 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE, NORTH 24°02'31" EAST, ALONG A LINE LYING 54 FEET SOUTHEASTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH SAID EAST LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 4637, PAGE 2216, A DISTANCE OF 337.02 FEET; THENCE SOUTH 65°49'12" EAST, ALONG A LINE LYING 224 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTH LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 4637, PAGE 2216, A DISTANCE OF 612.16 FEET TO THE BOUNDARY OF "PARCEL A" AND THE POINT OF BEGINNING.

SAID LANDS CONTAINING 3.821 ACRES, MORE OR LESS.

720 SW 2nd Ave, South Tower, Suite 300, Gainesville, FL 32601 · Phone: (352) 373-3541 · www.edafl.com



NOTES:

1) BEARINGS SHOWN HEREON WERE BASED ON A BEARING OF N 65°49'12" W ALONG THE NORTH LINE OF "PARCEL A" AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3527, PAGE 1217 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

2) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SURVEYOR, THEREFORE, THERE MAY BE RESTRICTIONS OTHER THAN THOSE SHOWN HEREON WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. EASEMENTS AND BUILDING SETBACK REQUIREMENTS, OTHER THAN THOSE SHOWN, WERE NOT PROVIDED TO THIS SURVEYOR.

3) THIS LEGAL DESCRIPTION SKETCH IS SHEET 2 OF A 2 PAGE DOCUMENT AND IS NOT VALID WITHOUT THE ACCOMPANYING LEGAL DESCRIPTION ON SHEET 1.

LEGEND:

Δ	=	DELTA (CENTRAL) ANGLE
R	=	RADIUS
L	=	ARC LENGTH
CB	=	CHORD BEARING
CD	=	CHORD DISTANCE
O.R.	=	OFFICIAL RECORDS BOOK
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
R/W	=	RIGHT-OF-WAY
+/-	=	MORE OR LESS

SECTION 20-8-19 = SECTION 20 TOWNSHIP 8 SOUTH, RANGE 19 EAST

LEGAL DESCRIPTION SKETCH OF

A DRAINAGE EASEMENT IN SECTION 20, TOWNSHIP 8 SOUTH, RANGE 19 EAST

SEE LEGAL DESCRIPTION ON SHEET 1 OF 2

FOR: THE CITY OF ALACHUA

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2023), FLORIDA STATUTES.

eda consultants inc.
Corporate Authorization
No. LB 2389

BY: JACOB EANTON P.S.M. 7461

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 2

DRN.	CHKD.	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
JF	JE	01/31/24	23-083	N/A	N/A

eda consultants inc.
LB 2389
720 S.W. 2nd Ave, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL. (352) 373-3541
www.edafl.com mail@edafl.com

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. COPYRIGHT © 2024

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3312256 8 PG(S)
1/25/2021 10:13 AM
BOOK 4852 PAGE 1515
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 992282
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $166,600.00
Intang. Tax: $0.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL AND SEND
TAX BILLS TO:

IIP-FL 3 LLC
11440 West Bernardo Court
Suite 100
San Diego, CA 92127
Attn: General Counsel

PERMANENT PARCEL NUMBERS:
05855004000 and 05855004001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

This DEED is made and entered into as of the 22 day of January, 2021, by Harvest DCP of Florida, LLC, a Florida limited liability company, having an address of 1155 West Rio Salado Parkway, Suite 201, Tempe, Arizona 85281 Attention: Assistant General Counsel, Real Estate ("Grantor"), to for the benefit of IIP-FL 3 LLC, a Delaware limited liability company, having an address of 11440 West Bernardo Court, Suite 100, San Diego, California 92127 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL unto the Grantee the following described real estate, situated in the County of Alachua and the State of Florida, (the "Property") more particularly described as follows:

See Exhibit A attached hereto and hereby made a part hereof.

Subject however, to any real estate taxes or assessments for the year 2020 and all subsequent years, applicable zoning, laws and governmental regulations and the conditions, restrictions, reservations, covenants, easements, rights of way, and other agreements of record affecting title to the Property set forth on Exhibit B attached hereto, however this provisions shall not reimpose any of the same (the "Permitted Exceptions").

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever. The Grantor hereby specially warrants the title to the Property, subject to the Permitted Exceptions, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but against none other.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year first above written.

Witness Signatures:

Name: William M. Kosiba

Name: Robert Dennis

GRANTOR:

HARVEST DCP OF FLORIDA, LLC,
a Florida limited liability company

By: _____
Name: Steve White
Title: CEO

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, The undersigned, a Notary Public for said County and state, do hereby certify that Steve White, the CEO of Harvest DCP of Florida, LLC, a Florida limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such CEO of Harvest DCP of Florida, LLC, a Florida limited liability company, he signed and delivered the said instrument as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal or stamp, this 19 day of January, 2021.

_____
Notary Public

My commission expires:
1/18/2022

ALLISON MCBRIDE
Notary Public, State of Arizona
Maricopa County
My Commission Expires
January 18, 2022

EXHIBIT A
TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF REAL PROPERTY

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet: thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing building with said right-of-way line and the Point of Beginning; thence, leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524): thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk (#3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524); thence North 65 degrees 49 minutes 12 seconds West, a distance of 500.01 feet to a set 5/8 inch rebar and cap (#3524); thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a set 5/8 inch rebar and cap (#3524) marking the intersection with the South line of the Seaboard Coast Line Railroad (200 foot right-of-way); thence North 58 degrees 45 minutes 42 seconds West, along said right-of-way, a distance of 881.26 feet to a found 5/8 inch rebar and cap (#3524); thence South 23 degrees 50 minutes 23 seconds West, a distance of 2014.63 feet to a found 4 inch x 4 inch concrete monument; thence South 01 degrees 33 minutes 25 seconds West, a distance of 169.02 feet to a found 5/8 inch rebar and cap (#3524); thence South 66 degrees 13 minutes 12 seconds East, a distance of 305.43 feet to a found 1 inch open pipe; thence South 22 degrees 09 minutes 10 seconds West, a distance of 158.74 feet to a found 1 inch open pipe marking a point on the North right-of-way line of U.S. Highway 441; thence South 66 degrees 00 minutes 17 seconds East, along said right-of-way line, a distance of 1251.02 feet to the Point of Beginning, more or less.

Less the following-described Parcel (Cemetery Lot):

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West 1368.62 feet: thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 65 degrees 56 minutes 44 seconds West a distance of 867.12 feet to a found 5/8 inch rebar and cap (#3524); thence leaving said right-of-way line North 15 degrees 03 minutes 32 seconds West a distance of 187.96 feet to a found 5/8 inch rebar and cap (#3524); thence North 24 degrees 10 minutes 22 seconds East a distance of 626.55 feet to a found 5/8 inch rebar and cap (#3524); thence North 24 degrees 10 minutes 34 seconds East a distance of 41.51 feet to a set 5/8 inch rebar and cap (#3524); thence North 16 degrees 37 minutes 33 seconds East a distance of 129.54 feet to a found 5/8 inch rebar and cap (#3524) and the Point of Beginning; thence North 02 degrees 02 minutes 12 seconds East a distance of 200.81 feet to a point; thence North 79 degrees 51 minutes 54 seconds West a distance of 58.29 feet to a point; thence North 02 degrees 52 minutes 48 seconds East a distance of 66.89 feet to a point; thence South 86 degrees 13 minutes 09 seconds West a distance of 165.25 feet to a point; thence South 10 degrees 05 minutes 22 seconds West a

distance of 240.68 feet to a point; thence South 83 degrees 17 minutes 12 seconds East a distance of 255.69 feet to the Point of Beginning.

AND LESS AND EXCEPT: (Laser Parcel)

A portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet; thence North a distance of 218.99 feet to a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West on said North right-of-way line a distance of 171.11 feet to the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing and distance of North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence Northwesterly on the arc of said curve a distance of 1369.44 feet; thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to the Southeast corner of said Parcel A; thence on the boundary of said Parcel A the following Seven (7) courses and distances: 1) leaving said North right-of-way line, North 23 degrees 59 minutes 25 seconds East, a distance of 664.68 feet; 2) thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet; 3) thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet; 4) thence North 65 degrees 49 minutes 12 seconds West, a distance of 500.01 feet to the Point of Beginning of the following described Parcel of land; 5) thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a point on the South right-of-way line of the Seaboard Coast Line Railroad (200 foot right-of-way); 6) thence North 58 degrees 45 minutes 42 seconds West, on said South right-of-way line, a distance of 881.26 feet; 7) thence South 23 degrees 50 minutes 23 seconds West, a distance of 1504.88 feet; thence leaving said boundary South 65 degrees 30 minutes 13 seconds East, a distance of 699.02 feet; thence North 24 degrees 02 minutes 31 seconds East, a distance of 530.00 feet to a point on the Northwesterly projection of the boundary of said Parcel A; thence South 65 degrees 49 minutes 12. seconds East on said Northwesterly projection, a distance of 167.86 feet to the Point of Beginning.

AND LESS AND EXCEPT: (Harvest Parcel)

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida and more particularly described as follows:

Commence at a found iron pin marking the Southeast Corner of Section 20, Township 8 South Range 19 East, Alachua, County, Florida; thence West a distance of 1313.40 feet to a Point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a Point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida D.O.T.) marking the Point of Curvature of a curve Concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a Radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida D.O. T.); thence North 66 degrees 00 minutes 17 seconds West, a· distance of 58.98 feet to a set 5/8 inch rebar and cap. (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing Building with said right-of-way line and the Point of Beginning of said Parcel A; thence on the boundary of said Parcel A the following Five (5) courses and distances: 1) continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 828.95 feet to the Point of Beginning of the following described Parcel of land; 2) thence continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 422.07 feet; 3) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 4) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 5) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet; thence North 23 degrees 50 minutes 23 seconds East on a line 20 feet Easterly of and parallel with the Westerly line of said Parcel A, a distance of 558.33 feet to a Point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216 of said Public Records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 679.02 feet to the Southerly most Southeast corner of said lands; thence South 24 degrees 02 minutes 31 seconds West, a distance of 184.54 feet; thence South 49 degrees 29 minutes 39 seconds East, a distance of 103.97 feet; thence South 23 degrees 59 minutes 52 seconds West, a distance of 603.28 feet to a Point on said North right-of-way line and the Point of Beginning.

AND LESS AND EXCEPT: (Parcel for Hague Fire Station Contract)

A parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southeast corner of lands as described and recorded in Official Records Book 3527, at Page 1217, of the Public Records of Alachua County, Florida, said corner being on the North right of way line of U.S. Highway 441, (State Road number 25/20, 200 foot wide right of way); thence run North 66 degrees 00 minutes 17 seconds West, along said right of way line a distance of 101.41 feet to the Point of Beginning; thence run North 66 degrees 00 minutes 17 seconds West, along said right of way line, a distance of 188.59 feet to the Easterly easement line of a Duke Energy 160 foot wide right of way, (formerly Florida Power Corporation) as described and recorded in Official Records Book 219, at Page 571, Public Records of Alachua County, Florida; thence run North 23 degrees: 58 minutes 26 seconds East, departing from said right of way line and along said easement line, a distance of 237.92 feet; thence run South 66 degrees 00 minutes 17 seconds East, departing said easement line, a distance of 188. 71 feet; thence run South 24 degrees 00 minutes 13 seconds West, a distance of 237.92 feet to the Point of Beginning.

AND LESS AND EXCEPT: (20 FOOT WIDE STRIP)

A 20 foot wide strip of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217, of the Public Records of Alachua County, Florida, and more particularly described as follows:

Commence at the Southeast corner of said Parcel A, being on the North right-of-way line of U.S. Highway 441; thence on the boundary of said Parcel A the following five (5) courses and distances: 1) North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 1,251.02 feet; 2) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 3) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 4) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet to the Point of Beginning; 5) thence continue North 01 degrees 33 minutes 25 seconds East, a distance of 52.75 feet to a point on the Westerly line of said Parcel A; thence North 23 degrees 50 minutes 23 seconds East on said Westerly line, a distance of 509.75 feet to a point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216, of said public records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 20.00 feet; thence South 23 degrees 50 minutes 23 seconds West on a line 20 feet East of and parallel with said Westerly line, a distance of 558.33 feet to the Point of Beginning.

TOGETHER WITH:

A 50 feet wide outfall storm drainage easement located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch re bar and cap #3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing moltech manufacturing building with said right-of-way line; thence, leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524); thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk #3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524); thence continue North 24 degrees 28 minutes 46 seconds East, a distance of 292.58 feet to a point marking the Point of Beginning; thence South 65 degrees 21 minutes 28 seconds East, a distance of 700.27 feet to a point; thence South 23 degrees 19 minutes 09 seconds East, a distance of 245.10 feet to a point; thence South 18 degrees 09 minutes 39 seconds East, a distance of 132.02 feet to a point; thence South 15 degrees 32 minutes 29 seconds West, a distance of 265.88 feet to a point; thence South 74 degrees

27 minutes 31 seconds East, a distance of 50.00 feet to a point; thence North 15 degrees 32 minutes 29 seconds East, a distance of 281.02 feet to a point; thence North 18 degrees 09 minutes 39 seconds West, a distance of 149.41 feet to a point; thence North 23 degrees 19 minutes 09 seconds West, a distance of 266.56 feet to a point; thence North 65 degrees 21 minutes 28 seconds West, a distance of 734.70 feet to a point marking the intersection with the waters edge of Lake Ursula; thence along the said waters edge of Lake Ursula, a distance of 50.00 feet to a point; thence, leaving said waters edge, South 65 degrees 21 minutes 28 seconds East, a distance of 15.22 feet to the Point of Beginning.

AND TOGETHER WITH:

Lake Ursula storm drainage easement located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department. of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap #3524) marking the intersection wing the Southerly projection of a line offset 10 feet from the face of an existing moltech manufacturing building with said right-of-way line; thence leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524); thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk #3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524) and the Point of Beginning; thence North 65 degrees 49 minutes 12. seconds West, a distance of 500.01 feet to a set 5/8 inch rebar and cap (#3524); thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a set 5/8 inch rebar and cap #3524) marking the intersection with the South line of the seaboard coast line railroad (200 foot right-of-way); thence South 58 degrees 45 minutes 42 seconds East, a distance of 508.03 feet to a point; thence South 24 degrees 28 minutes 46 seconds West, a distance of 808.02 feet to the Point of Beginning.

AND TOGETHER WITH:

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida and more particularly described as follows:

Commence at a found iron pin marking the Southeast Corner of Section 20, Township 8 South Range 19 East, Alachua, County, Florida; thence West a distance of 1313.40 feet to a Point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a Point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida D.O.T.) marking the Point of Curvature of a curve Concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a Radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida D.O. T.); thence North 66 degrees 00 minutes 17 seconds West, a· distance of 58.98 feet to a set 5/8 inch rebar and cap. (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing Building with said right-of-way line and the Point of Beginning of said Parcel A; thence on the boundary of said Parcel A the following Five (5) courses and distances: 1) continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 828.95 feet to the Point of Beginning of the following described Parcel of land; 2) thence continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 422.07 feet; 3) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 4) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 5) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet; thence North 23 degrees 50 minutes 23 seconds East on a line 20 feet Easterly of and parallel with the Westerly line of said Parcel A, a distance of 558.33 feet to a Point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216 of said Public Records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 679.02 feet

to the Southerly most Southeast corner of said lands; thence South 24 degrees 02 minutes 31 seconds West, a distance of 184.54 feet; thence South 49 degrees 29 minutes 39 seconds East, a distance of 103.97 feet; thence South 23 degrees 59 minutes 52 seconds West, a distance of 603.28 feet to a Point on said North right-of-way line and the Point of Beginning.

Tax Parcel No: A portion of 05855-004-000

ADDRESS: 12895 NW US Highway 441
Alachua, Florida

EXHIBIT B
TO SPECIAL WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2021 and subsequent years, which are not yet due and payable.

2. Easement granted to Florida Power Corporation as set forth in document recorded in Official Records Book 219, Page 571, of the Public Records of Alachua County, Florida; Supplement to Easement recorded in Official Records Book 349, Page 472, of the Public Records of Alachua County, Florida.

3. Ordinance No. 0-90-21 of the City of Alachua extending corporate limits recorded in Official Records Book 1786, Page 815, of the Public Records of Alachua County, Florida.

4. Right of way of the "community road" as referenced in Official Records Book 1923, Page 140, Public Records of Alachua County, Florida. (As to Parcel 1)

5. Notice recorded in Official Records Book 2138, Page 2461, of the Public Records of Alachua County, Florida. (As to Parcel 2)

6. Terms and conditions contained in Drainage Easement between Lithium Nickel Asset Holding Company I, Inc., a Delaware corporation, and Phoenix Commercial Park, LLLP, a Florida limited liability limited partnership, recorded in Official Records Book 3527, Page 1206, of the Public Records of Alachua County, Florida.

7. Distribution Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy, recorded in Official Records Book 4308, Page 685, of the Public Records of Alachua County, Florida.

8. Ordinance 18-14 of the City of Alachua, Florida, extending corporate limits to encompass subject property recorded in Official Records Book 4617, Page 1019, of the Public Records of Alachua County, Florida.

9. Easement granted to the City of Alachua, recorded in Official Records Book 4668, Page 800, of the Public Records of Alachua County, Florida.

10. Terms and conditions contained in Easement granted to Harvest DCP of Florida, LLC, recorded in Official Records Book 4682, Page 646, of the Public Records of Alachua County, Florida.

11. Easement granted to Duke Energy of Florida, LLC d/b/a Duke Energy recorded in Official Records Book 4746, Page 1719, of the Public Records of Alachua County, Florida.

12. Easement for ingress and egress over and across subject property for access to any burial lots or cemetery located on adjacent lands.

13. Terms, covenants, conditions and provisions of that certain unrecorded lease by and between IIP-FL 3 LLC, as landlord, and San Felasco Nurseries, Inc., a Florida corporation.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3394303 8 PG(S)
1/25/2022 11:58 AM
BOOK 4971 PAGE 1213
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1062043
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.70
Intang. Tax: $0.00

This instrument prepared by or under the
Direction of and to be returned to:
Marian Rush
P.O. Box 9
Alachua, Florida, 32616

Tax Parcel No: 05855-004-000 & 05855-004-001
Section 20, Township 8 South, Range 19

PUBLIC RIGHT OF WAY AND PUBLIC UTILITIES EASEMENT

THIS NON EXCLUSIVE EASEMENT, made this 18th day of January, 2022, by and between, IIP-FL 3 LLC, a Delaware Limited Liability Company, GRANTOR, whose mailing address is, 11440 West Bernardo Court, Suite 100, San Diego California, 92127 and the City of Alachua, a municipality in Alachua County, Florida, GRANTEE, whose post office address is P.O. Box 9, Alachua, Florida 32616.

WITNESSETH:

THAT the said GRANTOR, based on the payment and receipt of ten dollars and other good and valuable consideration here recognized as paid and received, does hereby grant and transfer to the GRANTEE for the benefit of the general public, the following two coextensive perpetual non-exclusive public easements: Easement 1 Public Right of Way Easement for the open way of travel for the public generally, for all purposes public and private; Easement 2, for placement, operation and maintenance of Public Utilities including but not limited to electric, water , wastewater, reclaimed water, and, traffic control devices, as further described on Page 2 hereof. All for the public use and the appropriate public purposes incidental thereto, in, on, over, under and across the GRANTOR'S described property in the City of Alachua, Alachua County, Florida, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

This Easement is subject to the following Special Conditions:

1. **The coextensive Public Right of Way and Public Utility Easements described herein occupy the one property described, located and depicted in and on Exhibit A attached hereto and incorporated herein.**

2. **The Grantor has made and here confirms its agreement and commitment to construct a private street (Road), within the Easement area Exhibit A in accordance with the Amended And Restated Developer Agreement with Harvest approved by the Alachua City Commission at its regularly scheduled meeting held June 28, 2021 (Developer Agreement), the Site Plan approved by the Alachua Planning and Zoning Board on November 9, 2021 (Site Plan) and construction plans (Construction Plans) all a part of the public record on file with the Grantee.**

3. **The Road and the entire easement area, Exhibit A, described in paragraph 2 of these Special Conditions shall be constructed and maintained by Grantor at Grantor's cost in accordance with the requirements set forth in paragraph two hereof and the Road shall, based on the recommendations of City of Alachua Staff and its engineering consultant, be completed from US 441 north to the point as depicted on the herein identified and incorporated Exhibit B, a detail from the Construction Plans, short of the south line of the property identified as Tax Parcel 05844-004-001.**

4. **GRANTOR specifically acknowledges and agrees the Developer Agreement, Site Plan, approved Construction Plans and the terms and conditions of this easement provide for and authorize, but do not require, Grantee or its assigns and or the then owner of Tax Parcel 05844-064-001 to complete the Road from its northern termination to connect to the southern property line of Tax Parcel 05844-004-001 and complete the intended interconnection provided for by this Public Right of Way and Public Utilities Easement.**

5. **GRANTOR reserves the right to use the described easement area for sidewalk, paved surface, ingress and egress, landscaping, signage and density requirements to the extent such uses do not unreasonably interfere with GRANTEE use of the easement and to the extent permitted by local codes and land use regulations.**

6. **Grantee shall bear all costs associated with the installation and maintenance of public utility infrastructure it installs in and traversing the easement area. Grantor shall bear all costs associated with the construction of the Road, other site improvements as well as the continuing maintenance of the easement area, including, but not limited to all surface area, landscaping, lighting, the Road, surface, its structural integrity, ground collapse and sinkhole loss.**

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to construct, locate, operate, inspect, patrol, alter, improve, repair, rebuild, relocate and remove utility facilities; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the quantity and type of utility facilities; (d) the right to clear the Easement Area and keep it cleared of trees, limbs, undergrowth and other obstructions which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of utility facilities or the passage of traffic on the Road; (e) the right to trim and cut and keep trimmed and cut any trees and undergrowth on GRANTOR land adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient operation of said road and utility facilities; and, (f) all other rights and privileges reasonably necessary for the safe and efficient operation of utility facilities or travel on the Road..

GRANTOR hereby covenants and agrees that, except as expressly provided herein, no buildings, structures or obstacles shall be located, constructed, growing, excavated or created within the Easement Area. All openings and excavations created by GRANTEE for the purpose of installing, examining, repairing, replacing, altering or extending utility facilities will be properly filled by GRANTEE, the surface restored and the Easement Area left in good and safe condition. Moveable fences and shrubs are permitted on the Easement Area provided they are placed so as to allow ready access to GRANTEE facilities and provide a working space of not less than ten (10') from any utility surface support equipment GRANTOR assumes all risk of loss to any object it placed in the easement area.

GRANTOR agrees not to call upon GRANTEE to relocate its facilities unless GRANTOR determines it jointly and GRANTEE that such relocation is necessary for the future orderly development of the premises and such development is in physical conflict with GRANTEE's utility facilities and/or Public Right of Way Easement and Road. In such event, said facilities will be relocated to another mutually agreed upon Easement Area within GRANTOR's premises, provided that GRANTOR executes and delivers to GRANTEE, at no cost to the GRANTEE, an acceptable and recordable easement to accommodate the relocated facilities. The cost of such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. GRANTOR shall not utilize or permit to be utilized the Easement Area in any way that will interfere with GRANTEE rights, facilities and safe operation.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of fee simple title to the premises on which the above described Easement is located, has full right and lawful authority to grant and convey this easement and that there are no liens or encumbrances that may vitiate the rights granted Grantee hereunder, and

All provisions of this Easement, including the benefits and burdens, run with the Easement land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto, and

This grant of easement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement land.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns forever.

Signature Page Follows

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed on the day and year aforesaid.

Signed and delivered in our presence as witnesses:

Witness Signature
Print Name: Andy Bui

Witness Signature
Print Name: Catherine Hastings

IIP-FL 3 LLC, a Delaware Limited Liability Company

By: _____

Name Brian Wolfe

Title VP, General Counsel and Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Diego

On January 18, 2022 before me Pearl A. Lai, Notary Public, (here insert name and title of the officer), personally appeared Brian Wolfe who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

PEARL A. LAI
COMM. #2304589
Notary Public · California
San Diego County
My Comm. Expires Sep. 12, 2023

Exhibit A
Page 1 of 2

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL:
PURPOSE: PUBLIC RIGHT OF WAY
& PUBLIC UTILITY EASEMENT

Surveyors Notes:

1. This Sketch of Description is not valid without the original signature and seal of the signing Florida licensed Surveyor and Mapper. The seal appearing on this document was authorized by Robert M. Jones, FL PSM No. 4201 on December 9, 2021. The electronic signature is in conformance with FAC 5J-17.062(3).

2. Additions or deletions to this Sketch of Description by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

3. Bearings shown hereon are relative to an assumed datum based on the North Right of Way line of U.S. Highway 441 (State Road 25/20) as being N66°00'17"W (Basis of Bearing).

4. This Sketch of Description has been developed, in part, from "ALTA/NSPS Land Title Survey" by CHW Professional Consultants, Inc. dated 4-25-2019. This is not a boundary survey.

5. The lands surveyed were not abstracted for Ownership, Easements, Rights-of-Way or other title matters by this firm.

LEGAL DESCRIPTION:

A parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the lands described in Official Records Book 3527, Page 1217, of the Public Records of Alachua County, Florida, said corner being on the North Right of Way line of U.S Highway 441 (State Road 25/20, 200 foot wide Right of Way); thence run N66°00'17"W (Basis of Bearing), along said North Right of Way line of U.S Highway 441 (State Road 25/20) a distance of 750.21 feet to the **POINT OF BEGINNING**; thence continue N66°00'17"W, along said North Right of Way line, distance of 60.00 feet; thence departing said North Right of Way line, run N23°57'22"E, a distance of 540.55 feet to the point of curvature of a curve with a radius of 245.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 51°00'37", a distance of 218.12 feet to a point of tangency; thence N27°03'15"W, a distance of 34.82 feet to the west line of the lands described in said Official Records Book 4852, Page 1515; thence departing said west line, continue N27°03'15"W, a distance of 103.81 feet to the south line of the Lands described in Official Records Book 4637, Page 2216 of said Public Records; thence run S65°30'13"E, along said south line, a distance of 60.79 feet to aforesaid west line; thence N23°08'31"E, along said west line, a distance of 12.71 feet; thence departing said west line, run S27°03'15"E, a distance of 83.60 feet to the point of curvature of a curve with a radius of 305.00 feet, concave to the west; thence southeasterly along said curve to the right through a central angle of 51°00'37", a distance of 271.64 feet to a point of tangency; thence S23°57'22"W, a distance of 540.59 feet to the **POINT OF BEGINNING.**

Containing 63275 square feet or 1.22 acres, more or less.

LEGEND

D = Delta	P.O.C. = Point of Commencement
R = Radius	P.O.B. = Point of Beginning
	R/W = Right of Way
	O.R.B. = Official Records Book
	L = Length
	CB = Chord Bearing
	CH = Chord Distance
	PG. = Page

THIS IS NOT A SURVEY

Digitally signed by Robert M Jones
Date: 2021.12.09 '09:39:19 -05'00

ROBERT M. JONES
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE No. LS 4201

ROBERT MICHAEL JONES CERTIFICATE 4201 STATE OF FLORIDA REGISTERED LAND SURVEYOR

PROJECT TITLE: 60' Wide Public Right of Way Easement & Public Utility Easement
IIP-FL 3 LLC, 11440 West Bernardo County, Suite 100, San Diego, CA 92127
Section 20, Township 8 South, Range 19 East, Alachua County, Florida

DATE	BY	DESCRIPTION

REVISION

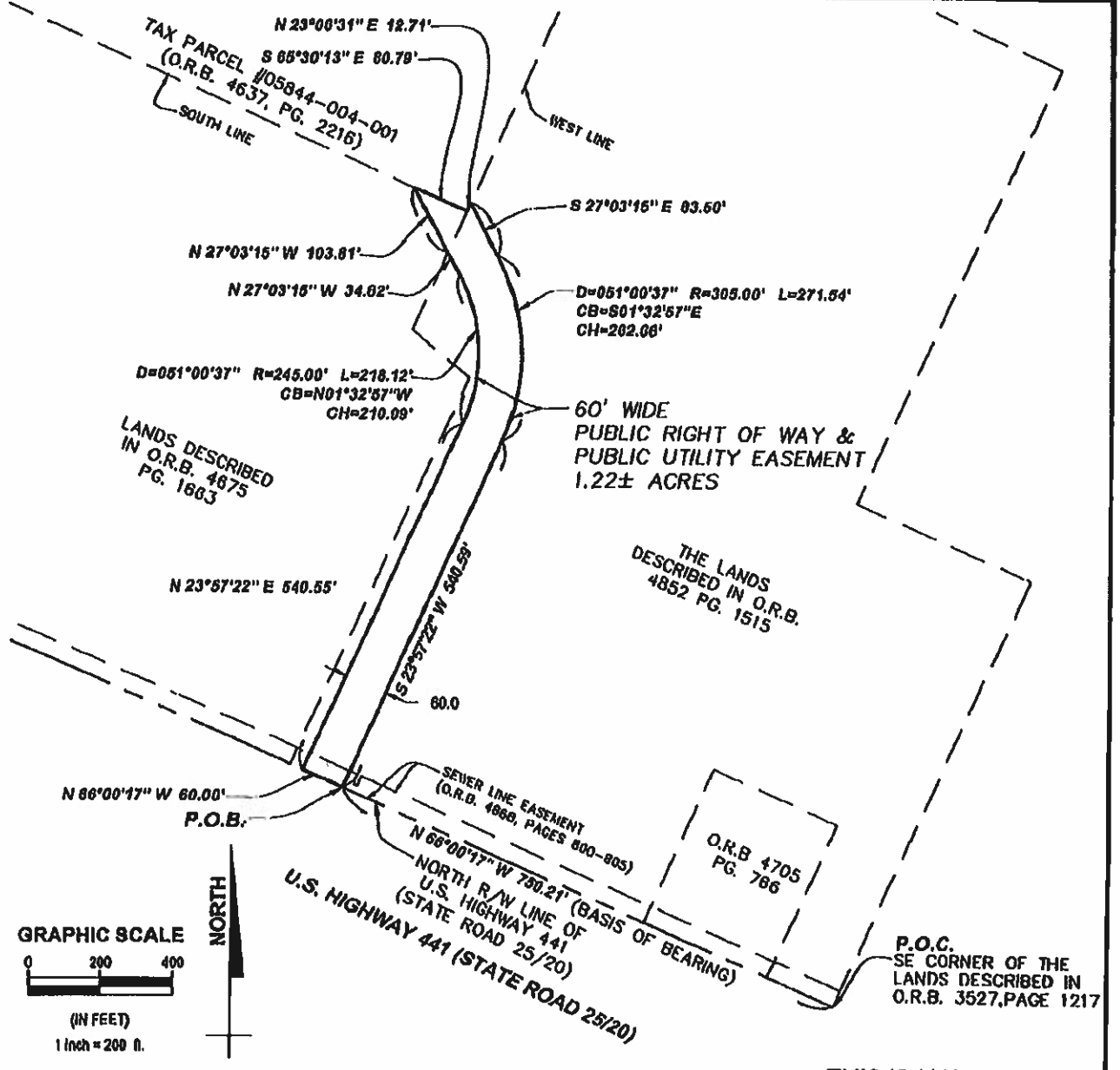
wood.
Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
www.woodplc.com
Certificate of Authorization Number LB 0007932

DRAWN BY: DJG	CHKD. BY: DMS	
DATE: 12/09/2021	DATE: 12/09/2021	
JOB No. 6090190024	SCALE: N/A	SHT. 1 OF 2

DRAWING NAME: SOD 60' Easement v2.dwg

Exhibit A
Page 2 of 2

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL:
PURPOSE: PUBLIC RIGHT OF WAY
& PUBLIC UTILITY EASEMENT



THIS IS NOT A SURVEY

PROJECT TITLE: 60' Wide Public Right of Way Easement & Public Utility Easement
IIP-FL 3 LLC, 11440 West Bernardo County, Suite 100, San Diego, CA 92127
Section 20, Township 8 South, Range 19 East, Alachua County, Florida

DATE	BY	DESCRIPTION

REVISION

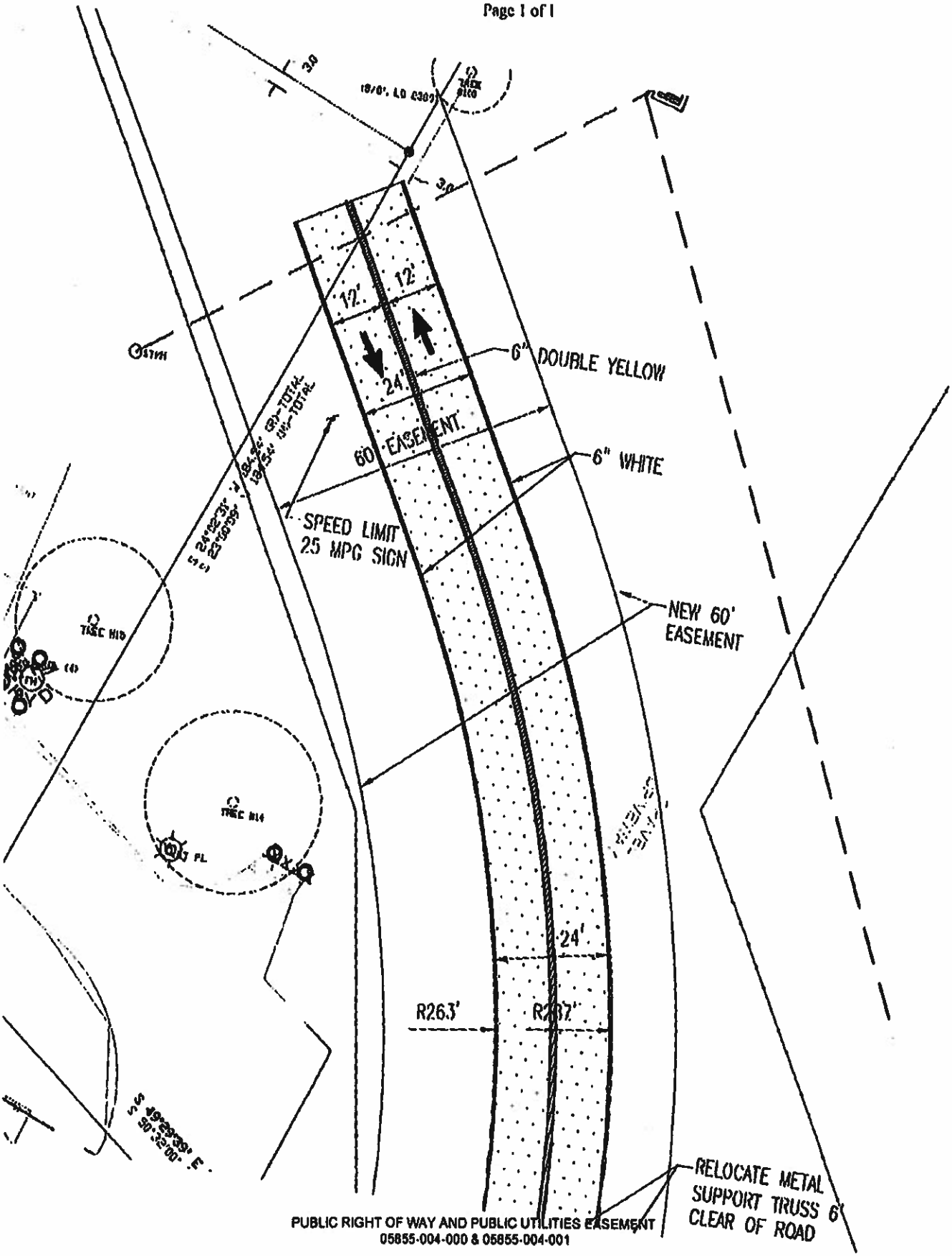
wood.
Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
www.woodplc.com
Certificate of Authorization Number LH 0007032

DRAWN BY: DJO	CHKD. BY: RMJ	
DATE: 12/09/2021	DATE: 12/09/2021	
JOB No. 60610190024	SCALE: 1" = 200'	SHT. 2 OF 2

DRAWING NAME: SOD 60' Easement V2.dwg

PUBLIC RIGHT OF WAY AND PUBLIC UTILITIES EASEMENT
05855-004-000 & 05855-004-001

Exhibit B
Page 1 of 1



PUBLIC RIGHT OF WAY AND PUBLIC UTILITIES EASEMENT
05855-004-000 & 05855-004-001

This instrument prepared by or under the direction of and to be returned to:

Tax Parcel No. 05855-004-000

NON- EXCLUSIVE DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of March 2024, between **IIP-FL 3 LLC, a Delaware limited liability company (GRANTOR)**, whose mailing address is 11440 W. Bernardo Court, Suite 100, San Diego, California 92127, and **CITY OF ALACHUA, a municipality within Alachua County, Florida, (GRANTEE)**, whose mailing address is Post Office Box 9, Alachua, Florida 32616.

WITNESSETH: That the Grantor, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, each to the other paid, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, a Non Exclusive Perpetual Easement for the purpose of discharging and the transmission by an existing underground pipe system, of storm water from the right of way of the road ways and contiguous contributory areas, over, upon, under and across the following described property, to-wit:

See Exhibit "A" attached hereto.

THIS EASEMENT is for delivery of surface runoff to the existing drainage facility owned and maintained by Grantee and does not preclude the Grantor, its successors or assigns, from using said described easement area, including the underground drainage facility and the surface area in any way and for any purpose which is not inconsistent with the rights granted to the Grantee by this easement, provided that Grantor shall have no additional maintenance or similar obligations as a result of said easement.

The easement granted herein is subject to all easements, rights-of-way, and other existing rights of record with respect to all or any portion of the easement area. The maintenance of the surface of the easement area, such as mowing and property management, and for continuing to maintain the existing drainage system shall remain the responsibility of Grantor.

The Grantor covenants not to interfere with the exercise of Grantee's rights herein within the above-described easement area.

EXECUTION PAGE FOLLOWS

Signed and delivered
in our presence as witnesses:

Witness Signature
Print Name: TuAnn Chu
17424 Caminito Baya
San Diego, CA 92127.
Witness Address

Witness Signature
Print Name: Brenda Molina
P.O. Box 4652.
Oceanside, CA 92052.
Witness Address

GRANTOR:

IIP-FL 3 LLC, a Delaware Limited Liability Company

By: IIP Operating Partnership, LP, a Delaware limited partnership, its sole Member

By: Innovative Industrial Properties, Inc., a Maryland corporation, its sole General Partner

By: _____

Print Name: Brian Wolfe

Title: Vice President, General Counsel and Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On March 4, 2024 before me, Pearl A. Lai, Notary Public (here insert name and title of the officer), personally appeared Brian J. Wolfe, **as Vice President, General Counsel and Secretary of and on behalf of INNOVATIVE INDUSTRIAL PROPERTIES, INC., a Maryland corporation, as General Partner of IIP OPERATING PARTNERSHIP, LP, a Delaware Limited Partnership, as sole Member of IIP-FL 3, LLC, a Delaware limited liability company**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

PEARL A. LAI
COMM. #2459564
Notary Public - California
San Diego County
My Comm. Expires Sep. 12, 2027

Acceptance of Non-Exclusive Drainage Easement between IIP-FL 3 LLC, a Delaware limited liability company, and City of Alachua.

At a meeting on the _____ day of _____, 2024 the Alachua City Commissioners authorized the acceptance of this instrument of conveyance and authorized the Mayor to execute this acceptance.

Approved as to Form:

_____
Mayor Alachua City Commission

_____
City of Alachua Attorney

Executed on this _____ day of _____, 2024.
Attest:

_____
City Clerk

Exhibit A

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3527, PAGE 1217, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 441 (STATE ROAD 25/20, 200 FOOT WIDE RIGHT OF WAY"); THENCE RUN N66°00'17"W (BASIS OF BEARING), ALONG SAID NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 441 (STATE ROAD 25/20) A DISTANCE OF 750.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N66°00'17"W, ALONG SAID NORTH RIGHT OF WAY LINE, DISTANCE OF 60.00 FEET, THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN N23°57'22"E, A DISTANCE OF 540.55 FEET TO THE POINT OF CURVATURE OF A CURVE WITH A RADIUS OF 245.00 FEET, CONCAVE TO THE WEST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 51°00'37", A DISTANCE OF 218.12 FEET TO A POINT OF TANGENCY; THENCE N27°03'15"W, A DISTANCE OF 34.82 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4852, PAGE 1515; THENCE DEPARTING SAID WEST LINE, CONTINUE N27°03'15"W, A DISTANCE OF 103.81 FEET TO TIIE SOUTII LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4637, PAGE 2216 OF SAID PUBLIC RECORDS; THENCE RUN S65°30'13"E, ALONG SAID SOUTII LINE, A DISTANCE OF 80.79 FEET TO AFORESAID WEST LINE; THENCE N23°06'31"E, ALONG SAID WEST LINE, A DISTANCE OF 12.71 FEET; THENCE DEPARTING SAID WEST LINE, RUN S27°03'16"E, A DISTANCE OF 83.50 FEET TO THE POINT OF CURVATURE OF A CURVE WITH A RADIUS OF 305.00 FEET, CONCAVE TO THE WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°00'37", A DISTANCE OF 271.54 FEET TO A POINT OF TANGENCY; THENCE S23°57'22"W, A DISTANCE OF 540.59 FEET TO THE POINT OF BEGINNING.

This instrument prepared by or under the direction of and to be returned to:

Tax Parcel No. 05855-004-000 & 05855-004-001

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____day of March 2024, between **IIP-FL 3 LLC, a Delaware limited liability company (GRANTOR)**, whose mailing address is 11440 W. Bernardo Court, Suite 100, San Diego, California 92127, and

CITY OF ALACHUA, a municipality within Alachua County, Florida, (GRANTEE), whose mailing address is Post Office Box 9, Alachua, Florida 32616.

WITNESSETH: That the Grantor, for and in consideration of the sum of **TEN DOLLARS** and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, receipt of which is hereby acknowledged, has given and granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, for the purpose of constructing and maintaining a public right of way and utilities, the following described land, situate, lying and being in the **County of Alachua, State of Florida**, to-wit:

See Exhibit "A" attached hereto.

Together with the Non-Exclusive Drainage Easement recorded separately, contemporaneously.

SUBJECT TO THE FOLLOWING:

A. All easements, restrictions and other matters of record;
B. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
C. Taxes for the year 2024 and subsequent years; and
D. That certain development agreement recorded separately, contemporaneously herewith.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
Have and to Hold, the same in fee simple forever.
And the Grantor hereby covenants 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 persons claiming by, through or under Grantor, but no one else.

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

EXECUTION PAGE FOLLOWS

Signed and delivered
in our presence as witnesses:

Witness Signature
Print Name: Tu Anh Chu
17424 Caminito Baya
San Diego, CA 92127.
Witness Address

Witness Signature
Print Name: Brenda Molina
P.O. Box. 6652.
Oceanside, CA 92052.
Witness Address

GRANTOR:

IIP-FL 3 LLC, a Delaware Limited Liability Company

By: IIP Operating Partnership, LP, a Delaware limited partnership, its sole Member

By: Innovative Industrial Properties, Inc., a Maryland corporation, its sole General Partner

By: _____

Print Name: Brian Wolfe

Title: Vice President, General Counsel and Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On March 4, 2024 before me, Pearl A. Lai, Notary Public (here insert name and title of the officer), personally appeared Brian J. Wolfe, **as Vice President, General Counsel and Secretary of and on behalf of INNOVATIVE INDUSTRIAL PROPERTIES, INC., a Maryland corporation, as General Partner of IIP OPERATING PARTNERSHIP, LP, a Delaware Limited Partnership, as sole Member of IIP-FL 3, LLC, a Delaware limited liability company**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

NRO1 PEARL A. LAI NRO1
COMM. #2459564
Notary Public · California
San Diego County
My Comm. Expires Sep. 12, 2027

Acceptance of Special Warranty Deed between IIP-FL 3 LLC, a Delaware limited liability company, and City of Alachua.

At a meeting on the _____ day of _____, 2024 the Alachua City Commissioners authorized the acceptance of this instrument of conveyance and authorized the Mayor to execute this acceptance.

Approved as to Form:

_____
Mayor Alachua City Commission

_____
City of Alachua Attorney

Executed on this _____ day of _____, 2024.
Attest:

_____
City Clerk

Exhibit A

A PORTION OF "PARCEL A" AS RECORDED IN OFFICIAL RECORDS BOOK 3527, PAGE 1217 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LOCATED IN SECTION 20, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE WEST A DISTANCE OF 1313.40 FEET; THENCE NORTH A DISTANCE OF 218.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (200 FOOT RIGHT-OF-WAY); THENCE NORTH 72° 51' 47" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 171.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A DELTA OF 06° 52' 05", A RADIUS OF 11424.66 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 69° 24' 13" WEST, 1368.62 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1369.44 FEET; THENCE NORTH 66° 00' 17" WEST, A DISTANCE OF 58.98 FEET TO THE SOUTHEAST CORNER OF SAID "PARCEL A" ; THENCE ALONG THE BOUNDARY OF SAID "PARCEL A", THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 23° 59' 25" EAST, A DISTANCE OF 664.68 FEET;

2. THENCE NORTH 66° 04' 35" WEST, A DISTANCE OF 265.85 FEET;

3. THENCE NORTH 24° 28' 46" EAST, A DISTANCE OF 456.88 FEET TO THE POINT OF BEGINNING:

4. THENCE CONTINUE NORTH 24° 28' 46" EAST, A DISTANCE OF 224.00 FEET;

5. THENCE NORTH 65°49'12" WEST, A DISTANCE OF 500.01 FEET;

THENCE DEPARTING SAID BOUNDARY OF "PARCEL A" , CONTINUE NORTH 65°49'12" WEST, ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4637, PAGE 2216 OF SAID PUBLIC RECORDS, A DISTANCE OF 167.86 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4637, PAGE 2216; THENCE SOUTH 24°02'31" WEST, A DISTANCE OF 517.57 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE NORTHEASTERLY LINE OF A PUBLIC RIGHT-OF-WAY & UTILITIES EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 4971, PAGE 1213 OF SAID PUBLIC RECORDS; THENCE SOUTH 27° 03'15" EAST, ALONG SAID NORTHEASTERLY LINE OF SAID RIGHT-OF-WAY & UTILITIES EASEMENT, A DISTANCE OF 69.39 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE, NORTH 24°02'31" EAST, ALONG A LINE LYING 54 FEET SOUTHEASTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH SAID EAST LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 4637, PAGE 2216, A DISTANCE OF 337.02 FEET; THENCE SOUTH 65°49'12" EAST, ALONG A LINE LYING 224 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTH LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 4637, PAGE 2216, A DISTANCE OF 612.16 FEET TO THE BOUNDARY OF "PARCEL A" AND THE POINT OF BEGINNING.

Prepared By & Return To:
Raymond M. Ivey, Esquire
Scruggs, Carmichael &
Wershow, P.A.
4923 NW 43rd Street
Gainesville, Florida 32606

TERMINATION AND CANCELLATION OF PUBLIC RIGHT OF WAY AND PUBLIC UTILITES EASEMENT

This Termination and Cancellation of Public Right of Way and Public Utilities Easement, entered into this _____ day of March 2024, by and **between IIP-FL 3, LLC, a Delaware limited liability company, and the City of Alachua, a municipality in Alachua County, Florida.**

RECITALS

WHEREAS, by that certain Public Right of Way and Public Utilities Easement, dated January 18, 2022, and recorded in Official Records Book 4971, page 1213 of the Public Records of Alachua County, Florida; IIP-FL 3, LLC, as Grantor, granted to City of Alachua, a municipality in Alachua County, Florida, a public right of way and public utilities easement over the real property more particularly described in Exhibit A of the Public Right of Way and Public Utilities Easement (the "Easement Property");

WHEREAS, IIP-FL 3, LLC, and the City of Alachua desire to cancel and terminate the Public Right of Way and Public Utilities Easement in favor of a fee simple conveyance of the Easement Property by IIP-FL 3, LLC to the City of Alachua;

WHEREAS, upon acquisition of the Easement Property, the City of Alachua shall construct a roadway thereon;

WHEREAS, in conjunction with the sale and conveyance of the Easement Property to the City of Alachua and simultaneously therewith, IIP-FL 3, LLC shall grant to the City of Alachua a Non-Exclusive Drainage Easement over and upon the real property more particularly described in Exhibit A attached hereto.

NOW THEREFOR, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which the parties acknowledge, the parties agree as follow:

1. The Recitals are true and correct.
2. Upon conveyance of the Easement Property by IIP-FL 3, LLC to the City of Alachua and the recording of the Non-Exclusive Drainage Easement, the Public Right of Way and Public Utilities Easement shall be terminated and cancelled.

Signatures on next pages

IIP-FL 3 LLC, a Delaware Limited Liability Company

By: IIP Operating Partnership, LP, a Delaware limited partnership, its sole Member

By: Innovative Industrial Properties, Inc., a Maryland corporation, its sole General Partner

By: _____

Print Name: Brian Wolfe

Title: Vice President, General Counsel and Secretary

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On March 4 2024 before me, Pearl A. Lai, Notary Public (here insert name and title of the officer), personally appeared **Brian J. Wolfe, as Vice President, General Counsel and Secretary of and on behalf of INNOVATIVE INDUSTRIAL PROPERTIES, INC., a Maryland corporation, as General Partner of IIP OPERATING PARTNERSHIP, LP, a Delaware Limited Partnership, as sole Member of IIP-FL 3, LLC, a Delaware limited liability company**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

NRO1 PEARL A. LAI NRO1
COMM. #2459564
Notary Public - California
San Diego County
My Comm. Expires Sep. 12, 2027

Approval of Termination and Cancelation of Public Right of Way and Public Utilities Easement between IIP-FL 3 LLC and City of Alachua.

At a meeting on the _____ day of _____, 2024, the Alachua City Commissioners authorized the acceptance of this instrument and authorized the Mayor to execute this acceptance.

Approved as to Form:

_____
Mayor Alachua City Commission

_____
City of Alachua Attorney

Executed on this _____ day of _____, 2024.
Attest:

_____
City Clerk

Commission Agenda Item

MEETING DATE: 3/11/2024
SUBJECT: February 12, 2024, City Commission Meeting Minutes
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Approve the minutes.

Summary

February 12, 2024, City Commission Meeting Minutes.

ATTACHMENTS:

Description

Minutes

Regular City Commission Meeting
Minutes
February 12, 2024

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

The City Commission will conduct a

Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: February 12, 2024

Meeting Location: James A. Lewis City Commission Chambers

STAFF ATTENDING: Diane Amendola, Robert Bonetti, Kyler Burk, Heather Carter, Carson Crockett, Tara Malone, Jesse Sandusky, Donna Smith, Justin Tabor, Rodolfo Valladares, LeAnne Williams, Cap Wilson, Kathy Winburn, David Wisener. CITIZENS PRESENT: Allicia Bolen, Freddie Wehbe, Haseeb Qadri, Ralph Williams.

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

Gib Coerper, Mayor

INVOCATION

Pastor Ralph Williams, Newberry Church of the Nazarene

PLEDGE TO THE FLAG

Gib Coerper, Mayor

Shirley Green Brown, Commissioner - Absent.

APPROVAL OF THE AGENDA

Vice Mayor Dayne Miller moved to approve the amended agenda; seconded by Commissioner Jennifer Blalock.

Passed by unanimous consent.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Commissioner Edward Potts moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Miller.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. A.L. Mebane Middle School Student Performing Arts Appreciation

Presentation provided.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

No comments.

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

A. Parks & Recreation Advisory Board Appointment

Vice Mayor Miller moved to appoint Laurie Hall to the Parks & Recreation Advisory Board, for a three-year term expiring February 21, 2027; seconded by Commissioner Blalock.

Passed 4-0 by roll call

IV. PUBLIC HEARINGS AND ORDINANCES

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

A. Ordinance 24-05, First Reading: An Ordinance of the City of Alachua, Florida, Relating to the Site Specific Amendment to the Official Zoning Atlas of the City of Alachua; Amending the Official Zoning Atlas of a ± 8.36-Acre Property from Community Commercial (CC) and Commercial Intensive (CI) to Residential Multiple Family District-8 (RMF-8); Generally Located South of US Highway 441, Between Interstate 75 and NW 247th Drive, Along NW 151st Boulevard; Tax Parcel Numbers 03869-007-000, 3869-009-000 (Portion Of), and 03869-010-000; Repealing All Ordinances In Conflict; Providing Severability; and Providing an Effective Date. (Quasi-Judicial

Hearing)

Vice Mayor Miller moved that, based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and the Staff's recommendation, this Commission finds the application for a Site-Specific Amendment to the Official Zoning Atlas submitted by eda consultants, inc. on behalf of 10.47, LLC to be consistent with the City of Alachua Comprehensive Plan and (1) approves Ordinance Number 24-05 on first reading and (2) schedules second and final reading of Ordinance Number 24-05 for February 26, 2024; seconded by Commissioner Blalock.

Passed 4-0 by roll call.

B. Ordinance 24-04, First Reading: An Ordinance of the City of Alachua, Florida, Relating to the Small Scale Comprehensive Plan Amendment of the City of Alachua Comprhenisve Plan Future Land Use Map; Amending the Future Land Use Map Classification of a ± 8.36-Acre Property from Community Commercial and Commercial to Medium Density Residential; Generally Located South of US Highway 441, Between Interstate 75 and NW 247th Drive, Along NW 151st Boulevard; Tax Parcel Numbers 03869-007-000, 03869-009-000 (Portion Of), and 03869-010-000; Repealing All Ordinances In Conflict; Providing Severability; and Providing an Effective Date. (Legislative Hearing)

Commissioner Blalock moved that, based upon the presentation before this Commission and Staff's recommendation, this Commission finds the application for a Small-Scale Comprehensive Plan Amendment submitted by eda consultants, inc. on behalf of 10.47, LLC to be consistent with the City of Alachua Comprehensive Plan and (1) approves Ordinance Number 24-04 on first reading and (2) schedules second and final reading of Ordinance Number 24-04 for February 26, 2024; seconded by Commissioner Potts.

Passed 4-0 by roll call.

C. Ordinance 24-06, First Reading: An Ordinance of the City of Alachua, Florida, relating to the amendment of the City's Land Development Regulations ("LDRs"); Amending Subpart B of the City of Alachua Code of Ordinances, Land Development Regulations; Amending Article 4, Section 4.3.4(J), relating to use-specific standards for vehicle sales and services; providing a repealing clause; providing severability; and providing an effective date.

Commissioner Blalock moved that, based upon the competent substantial evidence presented at this hearing, the presentation before the Commission, and Staff's recommendation, this Commission finds the proposed text amendment to the City's Land Development Regulations to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and (1) approve Ordinance 24-06 upon first reading, and (2) schedule a second and final reading for February 26, 2024; seconded by Commissioner Potts.

Passed 4-0 by roll call.

V. AGENDA ITEMS

A. Second Amendment to Solar Power Purchase Agreement

Commissioner Potts moved to approve the Second Amendment to the Solar Power Purchase Agreement Contract between the Alachua Solar Energy I, LLC and the City of Alachua, and authorize and direct the City Manager to execute the contract and any other necessary documents; seconded by Vice Mayor Miller.

Passed 4-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Freddie Wehbe

(**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

Commissioner Blalock moved to adjourn; seconded by Commissioner Potts.

Passed by unanimous consent.

CONSENT AGENDA

CONSENT AGENDA ITEMS

A. Owner Direct Purchases - Alachua Water Quality & Resiliency Improvement Project

B. January 22, 2024, City Commission Meeting Minutes

C. January 22, 2024, Joint City of Alachua - School Board of Alachua County Minutes

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Mike DaRoza, City Manager/Clerk

_____
Gib Coerper, Mayor

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 3/11/2024
SUBJECT: February 26, 2024, City Commission Meeting Minutes
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Approve the minutes.

Summary

February 26, 2024, City Commission Meeting Minutes.

ATTACHMENTS:

Description

Minutes

Regular City Commission Meeting
Minutes
February 26, 2024

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

The City Commission will conduct a

Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: February 26, 2024

Meeting Location: James A. Lewis City Commission Chambers

CITIZENS PRESENT: Jevonne Cason, Adelynne Music, Lillynne Cason, Lara Thomas, Carlee Thomas, Megan Baucom, Rose Magarino, Richard Bridges, Veruce McNichols, Maynard Stamper, Janice McCauley, Christina Samuel, Hannah Runacres, Evan Combs, Roger Crews, Tom Hubbard, Phyllis Strickland. STAFF ATTENDING: Diane Amendola, Robert Bonetti, Kyler Burk, Carson Crockett, Stephanie McDonald, Jason Moses, Rodolfo Valladares, LeAnne Williams, Tyler Williams, Cap Wilson, Kathy Winburn, David Wisener.

CITY COMMISSION MEETING

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

CALL TO ORDER

Gib Coerper, Mayor

INVOCATION

Pastor Debra Sermons, Paradise Community Outreach Ministry

PLEDGE TO THE FLAG

Gib Coerper, Mayor

APPROVAL OF THE AGENDA

Commissioner Jennifer Blalock moved to approve the agenda; seconded by Vice Mayor Dayna Miller.

Passed by unanimous consent.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Vice Mayor Miller moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Blalock.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Irby Elementary School Student Artist Appreciation

Presentation provided.

B. The Special Olympics Event Proposal

Presentation provided.

C. Fiscal Analysis Report for FY 2023-2024 through January 31, 2024

Presentation provided.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Jesse Sandusky

Mitch Glaeser

(**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. Kirkland Farms Phase 1 Final Plat: A request by Claudia Vega, P.E., of eda consultants, inc., applicant and agent, for Garden Street Communities Southeast, LLC, property owner, for consideration of the Final Plat for Kirkland Farms Phase 1, which proposes to subdivide a ±36.58 acre subject property into a total of 70 lots with associated common areas and road right-of-way; Consisting of Tax Parcel Numbers 03924-000-000, 03917-200-002, and a portion of 03865-000-000 (Quasi-Judicial Hearing).

Vice Mayor Miller moved to defer to a certain March 11, 2024; seconded by Commissioner Blalock.

Passed 5-0 by roll call.

B. Ordinance 24-06, Second Reading: An Ordinance of the City of Alachua, Florida, relating to the amendment of the City's Land Development Regulations ("LDRs"); Amending Subpart B of the City of Alachua Code of Ordinances, Land Development Regulations; Amending Article 4, Section 4.3.4(J), relating to use-specific standards for vehicle sales and services; providing a repealing clause; providing severability; and providing an effective date.

Commissioner Blalock moved that, based upon the competent substantial evidence presented at this hearing, the presentation before the Commission, and Staff's recommendation, this Commission finds the proposed text amendment to the City's Land Development Regulations to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and adopts Ordinance 24-06 upon second reading; seconded by Vice Mayor Miller.

Passed 5-0 by roll call.

C. Ordinance 24-04, Second Reading: An Ordinance of the City of Alachua, Florida, Relating to the Small Scale Comprehensive Plan Amendment of the City of Alachua Comprhenisve Plan Future Land Use Map; Amending the Future Land Use Map Classification of a ± 8.36-Acre Property from Community Commercial and Commercial to Medium Density Residential; Generally Located South of US Highway 441, Between Interstate 75 and NW 247th Drive, Along NW 151st Boulevard; Tax Parcel Numbers 03869-007-000, 03869-009-000 (Portion Of), and 03869-010-000; Repealing All Ordinances In Conflict; Providing Severability; and Providing an Effective Date. (Legislative Hearing)

Commissioner Potts moved that, based upon the presentation before this Commission and Staff's recommendation, this Commission finds the application for a Small-Scale Comprehensive Plan Amendment submitted by eda Consultants, inc. on behalf of 10.47, LLC to be consistent with the City of Alachua Comprehensive Plan and approves Ordinance Number 24-04 on second reading; seconded by Commissioner Blalock.

Passed 5-0 by roll call.

D. Ordinance 24-05, Second Reading: An Ordinance of the City of Alachua, Florida, Relating to the Site Specific Amendment to the Official Zoning Atlas of the City of Alachua; Amending the Official Zoning Atlas of a ± 8.36-Acre Property from Community Commercial (CC) and Commercial Intensive (CI) to Residential Multiple Family District-8 (RMF-8); Generally Located South of US Highway 441, Between Interstate 75 and NW 247th Drive, Along NW 151st Boulevard; Tax Parcel Numbers 03869-007-000, 3869-009-000 (Portion Of), and 03869-010-000; Repealing All Ordinances In Conflict; Providing Severability; and Providing an Effective Date. (Quasi-Judicial Hearing)

Vice Mayor Miller moved that, based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application for a Site-Specific Amendment to the Official Zoning Atlas submitted by eda consultants, inc. on behalf of 10.47, LLC to be consistent with the

City of Alachua Comprehensive Plan and approves Ordinance Number 24-05 upon second reading; seconded by Commissioner Blalock.

Passed 5-0 by roll call.

E. McGinley Industrial Acres Minor Subdivision Final Plat: A request by Stephanie Sutton on behalf of GC Affordable Homes, LLC (property owner) for a Final Plat for the McGinley Industrial Acres Minor Subdivision, which proposes the subdivision of lands on a ± 16.10-acre property into three lots; Tax Parcels 05893-000-000, 05893-001-000 (Quasi-Judicial Hearing)

Commissioner Blalock moved that, based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application for a Minor Subdivision to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Final Plat for GC Affordable Homes, LLC.; seconded by Vice Mayor Miller.

Passed 5-0 by roll call.

V. AGENDA ITEMS

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

Commissioner Blalock moved to adjourn; seconded by Commissioner Shirley Green Brown.

Passed by unanimous consent.

CONSENT AGENDA

CONSENT AGENDA ITEMS

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Mike DaRoza, City Manager/Clerk

_____
Gib Coerper, Mayor