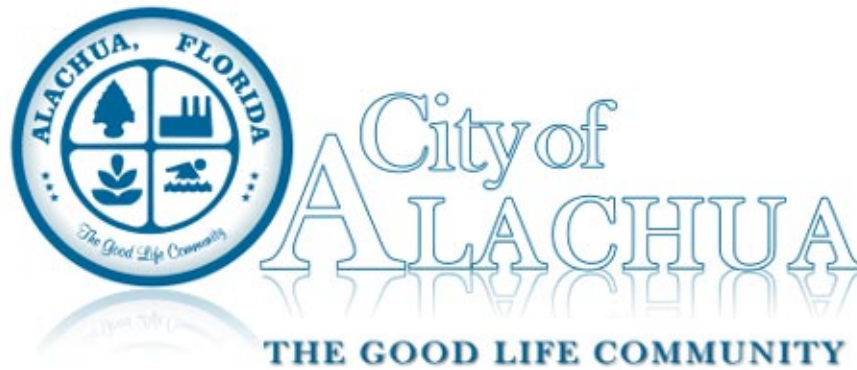




Planning and Zoning Board Agenda March 10, 2020

Chair Gary Thomas
Vice Chair Anthony Wright
Member Sandy Burgess
Member James Sajczuk
Member Virginia Johns
School Board Member Tina Certain

City Manager Adam Boukari

Planning and Zoning Board At 6:00 PM

Meeting Date: March 10, 2020

Meeting Location: James A. Lewis Commission, City Hall

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

PLANNING AND ZONING BOARD MEETING AGENDA

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

I. OLD BUSINESS

II. NEW BUSINESS

- A. Approval of the Minutes of the February 11, 2020 PZB Meeting
- B. Three Lots within the Turkey Creek Subdivision Final Plat: A request by Sergio Reyes, P.E., of

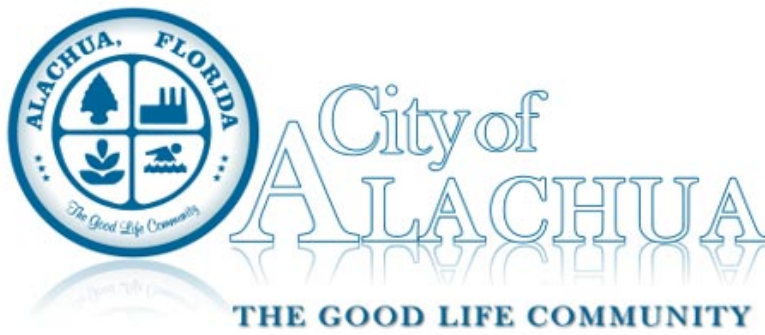
eda engineers-surveyors-planners, inc., applicant and agent for N & J Hope Family LLC and Turkey Creek, Inc., property owners, for consideration of the final plat of three lots located within the Turkey Creek subdivision. Tax Parcel No. 05900-160-060, 05900-160-010, and 05900-002-001 (Quasi-Judicial Hearing)

- C. Special Exception Permit - Tara Baywood – Townhouses: A request by Chistopher Gmuer, P.E., of Gmuer Engineering, LLC, applicant and agent for Alachua Development Co, LLC, property owner, for consideration of a Special Exception Permit to allow townhouses in the Residential Single Family-6 ("RSF-6") zoning district related to the proposed Tara Baywood Preliminary Plat,; Consisting of a portion of Tax Parcel Number 03067-006-000; FLUM: Medium Density Residential; Zoning: Residential Single Family - 6 ("RSF-6").
- D. Tara Baywood Preliminary Plat: A request by Christopher Gmuer, P.E., of Gmuer Engineering, Inc., applicant and agent for Alachua Development Co, LLC, property owner, for consideration of the Preliminary Plat for the Tara Baywood Subdivision, which proposes the subdivision of a ±35.26 acre subject property into a total of 211 lots, with associated common areas and right-of-way. Tax Parcel Number 03067-006-000 (Quasi-Judicial Hearing).

III. BOARD COMMENTS/DISCUSSION

IV. CITIZENS COMMENTS

ADJOURN



Board/Committee Agenda Item

MEETING DATE: 3/10/2020

SUBJECT: Approval of the Minutes of the February 11, 2020 PZB Meeting

PREPARED BY: Kenyata Curtis, Planning Assistant

RECOMMENDED ACTION:

Approve the Minutes of the February 11, 2020 PZB Meeting

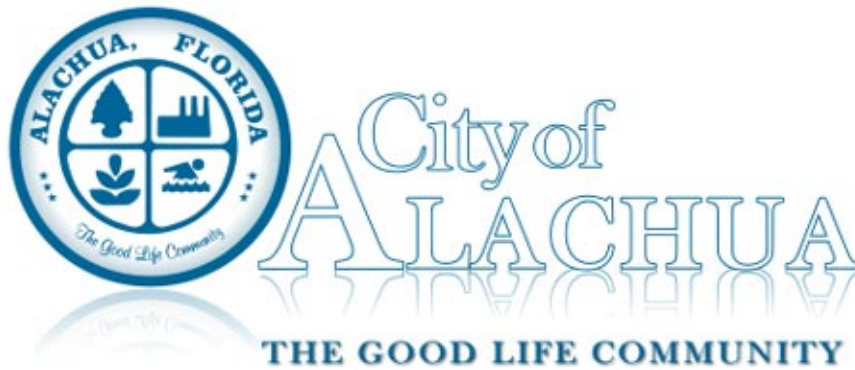
Summary

Approval of the Minutes of the February 11, 2020 PZB Meeting

ATTACHMENTS:

Description

- ▢ February 11, 2020 PZB Minutes



Planning and Zoning Board Minutes February 11, 2020

Chair Gary Thomas

City Manager Adam Boukari

Vice Chair Anthony Wright

Member Sandy Burgess

Member James Sajczuk

Member Virginia Johns

School Board Member Tina Certain

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

Meeting Date: February 11, 2020

Meeting Location: James A. Lewis Commission, City Hall

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

PLANNING AND ZONING BOARD MEETING MINUTES

CALL TO ORDER

Vice Chair Anthony Wright called the meeting to order. Chair Gary Thomas was absent.

INVOCATION

Member Sandy Burgess led the invocation.

PLEDGE TO THE FLAG

Led by the Board.

APPROVAL OF THE AGENDA

Member Burgess moved to approve the agenda; seconded by Member James Sajczuk.

Passed by unanimous consent.

I. OLD BUSINESS

None.

II. NEW BUSINESS

- A. Approval of the Minutes of the January 14, 2020 PZB Meeting

Member Virginia Johns moved to approve the minutes; seconded by Member Burgess.

Passed by unanimous consent.

- B. Tara Forest East Preliminary Plat: A request by Christopher Gmuer, P.E., of Gmuer Engineering, Inc., applicant and agent for Tara Forest LLC and Alachua Development Co, LLC, property owners, for consideration of the Preliminary Plat for the Tara Forest East Subdivision, which proposes the subdivision of a ±148.76 acre subject property into a total of 340 lots, with associated common areas and right-of-way. Tax Parcel Numbers 03067-005-000, 03067-005-001, 03067-000-000, and 03067-000-000 (Quasi-Judicial Hearing).

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

Planner Adam Hall, AICP, presented the Staff Report.

Christopher Gmuer, P.E., of Gmuer Engineering, LLC, applicant and agent for the property owner, presented additional information and availed himself for questions.

Member Sajczuk asked the applicant if they agree to Staff's recommended conditions.

Sayed Moukhtara, of Tara Forest, LLC, property owner, accepted the conditions.

Member Johns inquired about the time frame for project completion and the price range of the homes.

Sayed Moukhtara responded.

Member Johns inquired if the second traffic study as stated in condition 1d had been completed.

Christopher Gmuer, P.E., responded.

Member Sacjuk moved that based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and transmits the Preliminary Plat of Tara Forest East to the City Commission, with a recommendation to approve, subject to the four (4) conditions provided in Exhibit "A" and located on page 19 of the Staff Report; seconded by Member Johns.

Motion Passed 4-0 in a roll call vote.

Ms. Fabiano inquired about the connection to US Highway 441, the potable water system, and a potential underground cave.

Planner Hall, AICP, responded.

Latasha Brown echoed Ms. Fabiano's comments. She also asked for clarification about the ingress and egress points for the development.

Christopher Gmuer, P.E., responded.

City Attorney Marian Rush clarified the subdivision review process.

Ms. Fabiano inquired about fire stations for new development.

City Attorney Rush responded.

Member Burgess inquired if NW 147th Drive is a public street.

City Attorney Rush responded.

III. BOARD COMMENTS/DISCUSSION

Department Director Kathy Winburn stated the next meeting will be held on March 10, 2020 at 6:00 p.m.

IV. CITIZENS COMMENTS

None.

ADJOURN

Member Burgess moved to approve; seconded by Member Johns.

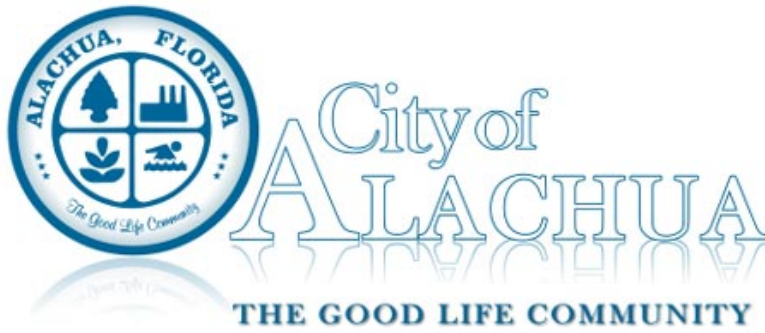
Passed by unanimous consent.

ATTEST:

PLANNING AND ZONING BOARD OF THE
CITY OF ALACHUA, FLORIDA

Presiding Officer

Staff Liaison



Board/Committee Agenda Item

MEETING DATE: 3/10/2020

SUBJECT: Three Lots within the Turkey Creek Subdivision Final Plat: A request by Sergio Reyes, P.E., of eda engineers-surveyors-planners, inc., applicant and agent for N & J Hope Family LLC and Turkey Creek, Inc., property owners, for consideration of the final plat of three lots located within the Turkey Creek subdivision. Tax Parcel No. 05900-160-060, 05900-160-010, and 05900-002-001 (Quasi-Judicial Hearing)

PREPARED BY: Adam Hall, AICP

RECOMMENDED ACTION:

Staff recommends that the Planning & Zoning Board transmit the final plat to the City Commission with a recommendation to approve by making the following motion:

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

Summary

This application is a request by Sergio Reyes, P.E., of eda engineers-surveyors-planners, inc., applicant and agent for N & J Hope Family LLC and Turkey Creek, Inc., property owners, for the approval of a final plat (minor subdivision) to plat three lots within Turkey Creek. A summary of the three lots can be found in Table 1 below.

Table 1. Lot Summary

Lot	Parcel Number	Acreage	Setbacks			Parcel History
			Front	Sides	Rear	
A	05900-160-060	.70	25	5	15	· Originally platted a portion of Lots 12 and 13 of Turkey Creek Unit No 2 (Plat Book J Page 40) · Replatted as a portion of Lot 12 of Plat Book R Page 66 · Informally created via tax parcel split
B	05900-160-010	.54	25	5	20	· Originally platted as a portion of Lot 1 of Turkey Creek Unit No 2 (Plat Book J Page 40) · Replatted to Lot 1 of Plat Book R Page 66 · Lot vacated by Resolution Number R-97-5
C	05900-002-001	.49	25	Left: 10 Right: Varies	20	· Never formally platted · Informally created via tax parcel split

The subject properties are located within the Turkey Creek subdivision and are currently vacant.

The proposed final plat would create three lots within Turkey Creek. The proposed setbacks conform to current dimensional standards set forth in governing PUD ordinance (Ordinance 0-03-09).

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

ATTACHMENTS:

Description

- ☐ Turkey Creek Three Lot Plat
- ☐ Staff Report and Staff Supporting Materials
- ☐ Application and Supporting Materials
- ☐ Public Notice Materials for the 03/10/2020 PZB Hearing

\\server3\survey\Projects\2018-2019-2017 Turkey Creek\2018-2017-PAT.dwg - COVER

Printed Feb. 25, 2020 - 06:45:28 - gomez

LEGAL DESCRIPTION

LOT "A"

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, "TURKEY CREEK UNIT NO. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "U", PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 10 DEGREES 44 MINUTES 11 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 147.06 FEET TO THE SOUTHWESTERLY CORNER OF LOT 12, "A REPLAT OF A PORTION OF TURKEY CREEK UNIT NO. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "R", PAGE 66 OF SAID PUBLIC RECORDS (SAID LOT WAS VACATED BY RESOLUTION NO. R-97-5 AS RECORDED IN OFFICIAL RECORDS BOOK 2089, PAGE 623 OF SAID PUBLIC RECORDS) ALSO BEING THE NORTHWESTERLY CORNER OF THE COMMON AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 2189, PAGE 2159 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 10 DEGREES 44 MINUTES 11 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 115.01 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 32 SECONDS EAST, A DISTANCE OF 69.90 FEET TO THE MOST WESTERLY NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3267, PAGE 501 OF SAID PUBLIC RECORDS; THENCE SOUTH 47 DEGREES 30 MINUTES 01 SECONDS EAST ON THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 284.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BAHIA NORTH AS SHOWN ON SAID PLATS (BAHIA NORTH IS NOW KNOWN AS N.W. 67TH TERR. AND N.W. 115TH LANE); THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 180.00 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 10 MINUTES 07 SECONDS, AN ARC DISTANCE OF 53.94 FEET TO A POINT OF NON-TANGENCY BEING THE SOUTHEASTERLY CORNER OF SAID LOT 12 AND THE NORTHEAST CORNER OF SAID COMMON AREA PARCEL, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 14 MINUTES 59 SECONDS WEST, 53.73 FEET; THENCE NORTH 78 DEGREES 04 MINUTES 45 SECONDS WEST ON THE SOUTHERLY LINE OF SAID LOT 12 ALSO BEING THE NORTHERLY LINE OF SAID COMMON AREA, A DISTANCE OF 235.17 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

LOT "B"

A PARCEL OF LAND LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1-2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2093, PAGE 1362 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 31 DEGREES 19 MINUTES 29 SECONDS EAST ON THE EASTERLY LINE OF SAID PARCEL 1-2, A DISTANCE OF 112.14 FEET TO THE SOUTHEAST CORNER OF PARCEL 2-2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1215 OF SAID PUBLIC RECORDS; THENCE NORTH 59 DEGREES 52 MINUTES 11 SECONDS WEST ON THE SOUTHERLY LINE OF SAID PARCEL 2-2, A DISTANCE OF 206.94 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY AND BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PALMETTO BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 2 (TWO) COURSES AND DISTANCES:

1. SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 22 MINUTES 19 SECONDS, AN ARC DISTANCE OF 48.58 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 37 MINUTES 56 SECONDS WEST, 48.41 FEET TO A POINT OF REVERSE CURVATURE;
2. THENCE CONTINUE SOUTHWESTERLY ON THE ARC OF SAID REVERSE CURVE HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE 28 DEGREES 17 MINUTES 13 SECONDS, AN ARC DISTANCE OF 113.55 FEET TO A POINT OF NON-TANGENCY BEING THE SOUTHWEST CORNER OF SAID PARCEL 1-2;

THENCE SOUTH 74 DEGREES 28 MINUTES 28 SECONDS EAST ON THE SOUTHERLY LINE OF SAID PARCEL 1-2, A DISTANCE OF 156.48 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

LOT "C"

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TURKEY CREEK UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "U", PAGE 58 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER RUN SOUTH (60 FOOT RIGHT-OF-WAY) THE FOLLOWING 6 (SIX) COURSES AND DISTANCES:

1. NORTH 62 DEGREES 13 MINUTES 49 SECONDS EAST A DISTANCE OF 53.05 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE SOUTHWESTERLY;
2. THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 94 DEGREES 02 MINUTES 30 SECONDS, AN ARC DISTANCE OF 41.03 FEET TO A POINT OF NON-TANGENCY;
3. THENCE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 46.65 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2420 PAGE 1913 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING;
4. THENCE CONTINUE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 13.85 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY;
5. THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85 DEGREES 56 MINUTES 15 SECONDS AN ARC DISTANCE OF 37.50 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 15 MINUTES 41 SECONDS EAST, 34.08 FEET;
6. THENCE NORTH 62 DEGREES 13 MINUTES 49 SECONDS EAST, A DISTANCE OF 113.84 FEET TO A POINT ON THE CENTERLINE OF A CREEK;

THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES:

1. SOUTH 30 DEGREES 08 MINUTES 55 SECONDS EAST, A DISTANCE OF 36.66 FEET;
2. THENCE SOUTH 09 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 48.97 FEET;
3. THENCE SOUTH 52 DEGREES 49 MINUTES 47 SECONDS 33.65 FEET;
4. THENCE SOUTH 71 DEGREES 30 MINUTES 43 SECONDS EAST, A DISTANCE OF 43.12 FEET TO A POINT ON A NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1674, PAGE 2881 OF SAID PUBLIC RECORDS;

THENCE SOUTH 64 DEGREES 24 MINUTES 17 SECONDS WEST ON SAID NORTHERLY LINE, A DISTANCE OF 188.99 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2420 PAGE 1913 OF SAID PUBLIC RECORDS; THENCE NORTH 24 DEGREES 55 MINUTES 56 SECONDS WEST, ON THE EASTERLY LINE OF SAID PARCEL A DISTANCE OF 113.82 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SAID LANDS LYING IN THE FERNANDEZ GRANT, SECTIONS 28, AND 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA AND CONTAINING A TOTAL NET AREA OF 1.723 ACRES MORE OR LESS.

GENERAL NOTES

1. BASIS OF BEARINGS ARE NOTED ON SHEETS 2 THROUGH 4 OF 4.
2. THE ERROR OF CLOSURE OF THE BOUNDARY OF THE HEREON DESCRIBED PROPERTY DOES NOT EXCEED 1/10,000.
3. THE DISTANCES SHOWN HEREON ARE IN THE HORIZONTAL PLANE AND U.S. SURVEY FOOT.
4. TOTAL NUMBER OF RESIDENTIAL LOTS = 3
5. TOTAL ACREAGE OF SUBDIVISION = 1.723 ACRES +/-
6. IN THIS SURVEYOR'S OPINION, THIS PROPERTY IS LOCATED WITHIN FLOOD ZONES "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND AE (AREAS OF DETERMINED BASE FLOOD ELEVATION), AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12001C0143E, COMMUNITY NUMBER 120664, PANEL 0143E, WITH AN EFFECTIVE DATE OF NOVEMBER 2, 2018.
7. LINES ARE RADIAL OR NON-RADIAL AS DESIGNATED ON THE MAP PORTION OF THIS PLAT.
8. BUILDING SETBACK REQUIREMENTS (MINIMUM) ARE NOTED AND GRAPHICALLY DEPICTED ON SHEETS 2 THROUGH 4 OF 4.
9. FLOOD HAZARD WARNING: THIS PROPERTY MAY BE SUBJECT TO FLOODING. CONTACT THE CITY LDR ADMINISTRATOR AND OBTAIN THE LATEST INFORMATION ABOUT FLOOD ELEVATIONS AND RESTRICTIONS BEFORE MAKING PLANS FOR THE USE OF THIS LAND.
10. COMMON AREAS SHOWN HEREON ARE DEDICATED TO TURKEY CREEK MASTER OWNERS ASSOCIATION AND SHALL BE MAINTAINED BY TURKEY CREEK MASTER OWNERS ASSOCIATION.

LEGEND

PSM	PROFESSIONAL SURVEYOR AND MAPPER	O.R.	OFFICIAL RECORDS BOOK
LB	LICENSED BUSINESS	PRM	PERMANENT REFERENCE MONUMENT
R	RADIUS	PCP	PERMANENT CONTROL POINT
L	ARC LENGTH	P.O.C.	POINT OF COMMENCEMENT
Δ	DELTA (CENTRAL) ANGLE	P.O.B.	POINT OF BEGINNING
CB	CHORD BEARING	P.B.	PLAT BOOK
CD	CHORD DISTANCE	Pg.	PAGE
(NR)	NON-RADIAL	RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY	BSL	BUILDING SETBACK LINE (TYPICAL)
±	MORE OR LESS	SQ. FT.	SQUARE FEET
○	CENTERLINE		
●	PERMANENT REFERENCE MONUMENT (PRM) - 5/8" IRON ROD AND CAP "PRM LB 2389" (SET)		
■	PERMANENT REFERENCE MONUMENT (PRM) - 4"x4" CONCRETE MONUMENT - SIZE AND IDENTIFICATION AS NOTED (FOUND)		
⦿	PERMANENT CONTROL POINT (PCP) - NAIL AND DISK "PCP RLS 2742" (FOUND)		
⦿	PERMANENT REFERENCE MONUMENT (PRM) - NAIL AND DISK "PRM LB 2389" (SET)		

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS DAY OF _____, A.D. 2020

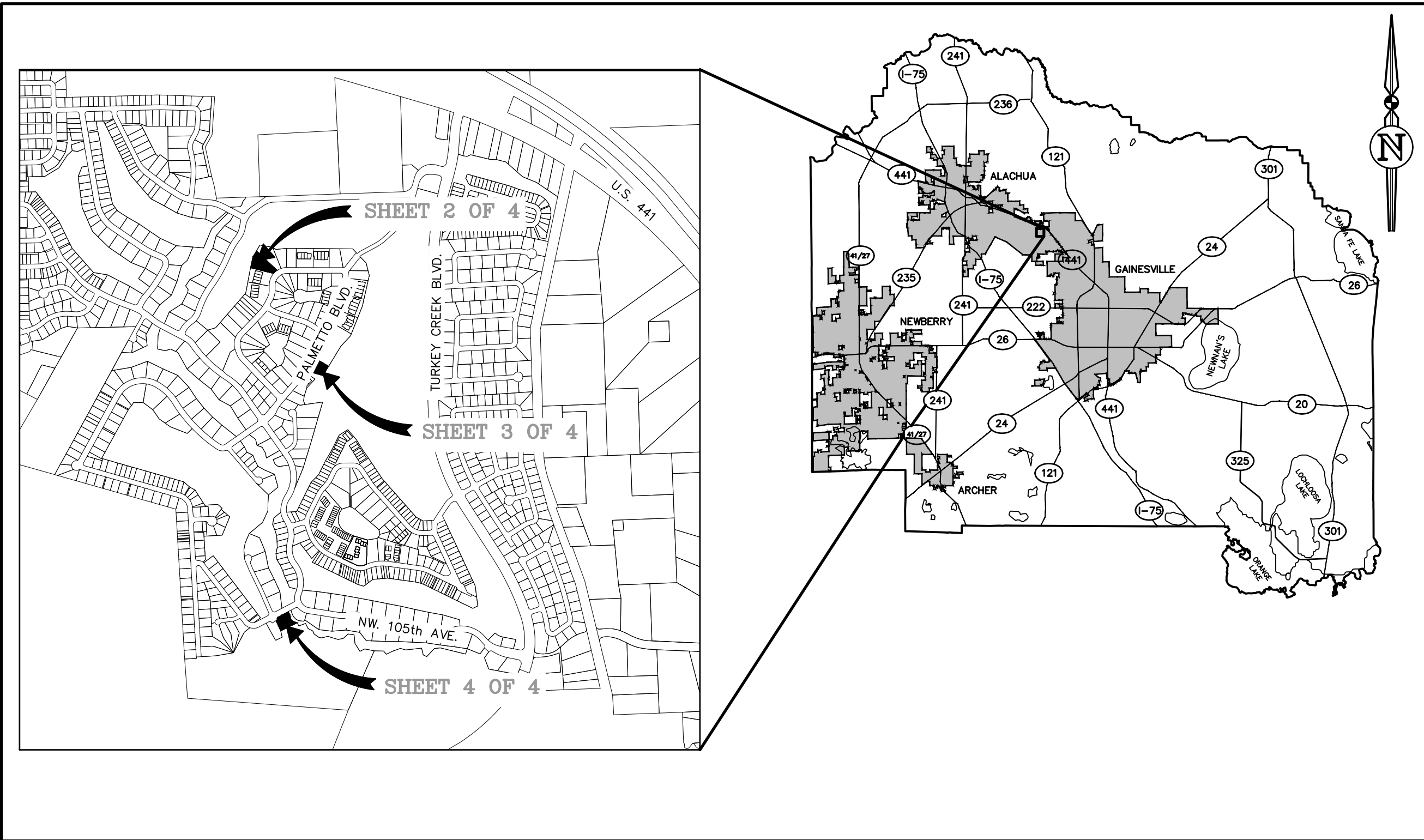
CLERK OF COURT

BY:

DATE

TURKEY CREEK N&J HOPE FAMILY
SUBDIVISION

IN THE FERNANDEZ GRANT, SECTIONS 28, AND 33, TOWNSHIP 8 SOUTH,
RANGE 19 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



LOCATION MAP
ALACHUA COUNTY, FLORIDA
NOT TO SCALE

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

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

MAYOR

ATTEST:

CITY MANAGER

FILED FOR RECORD ON

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

EXAMINED ON

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:

CITY ATTORNEY

CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT

EXAMINED ON

AND APPROVED BY:

COUNTY HEALTH DEPARTMENT

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR AND MAPPER

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE PLAT FOR CONFORMITY TO PART I, CHAPTER 177, FLORIDA STATUTES, BUT HAVE NOT VERIFIED SURVEY DATA.

TROY V. WRIGHT, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION No. 7210

DATE:



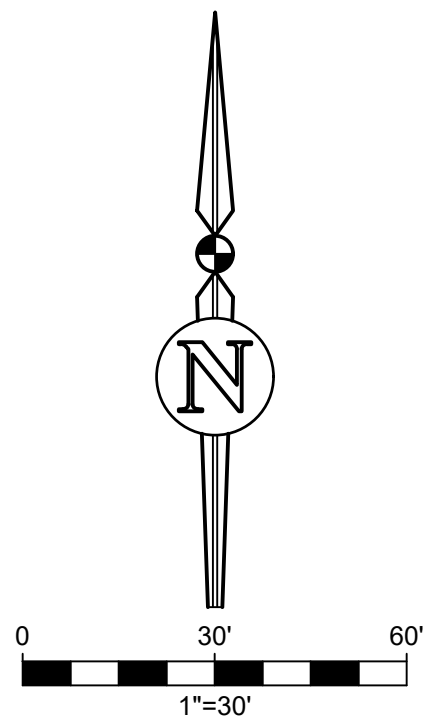
LB 2389
2404 N.W. 43rd ST, GAINESVILLE, FLORIDA 32606-6602
TEL (352) 373-3541 FAX (352) 373-7249
E-MAIL: mail@edafl.com

NOT FOR FINAL RECORDING

EDA ENGINEERS-SURVEYORS-PLANNERS, INC. 2404 NW 43RD STREET, GAINESVILLE, FLORIDA 32606
FLORIDA CORPORATE CERTIFICATE OF AUTHORIZATION NO. LB 2389
BY: ALEJANDRO PEREZ - PROFESSIONAL SURVEYOR AND MAPPER; FLORIDA CERTIFICATE NO. 6839

\\server3\survey\Projects\2019\2019-0117 (Turkey Creek)\2019-0117-PLAT.dwg - LOT A

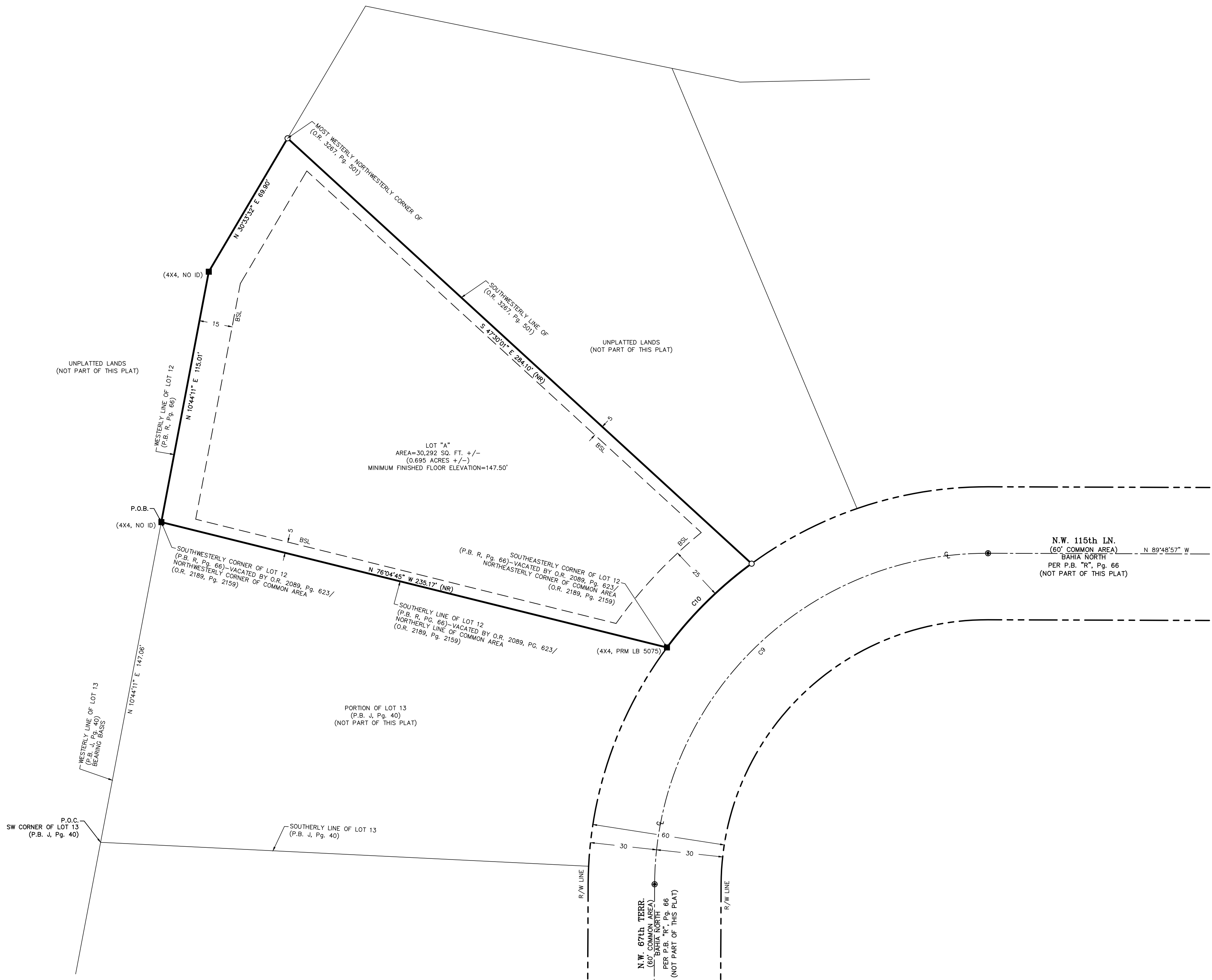
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TURKEY CREEK N&J HOPE FAMILY SUBDIVISION

IN THE FERNANDEZ GRANT, SECTIONS 28, AND 33, TOWNSHIP 8 SOUTH,
RANGE 19 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

PLAT BOOK ____, PAGE ____
SHEET 2 OF 4



NOTE:

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 10°44'11" EAST ON THE WESTERLY LINE OF LOT 13, "TURKEY CREEK UNIT No. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK J, PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. BUILDING SETBACK LINES DEPICTED HEREON ARE BASED CITY OF ALACHUA ORDINANCE 0-03-09.

CURVE TABLE

CURVE	R	Δ	L	CB	CD
C9	150.00	89°56'02"	235.45	S 45°13'02" W	212.01
C10	180.00	17°10'07"	53.94	S 45°14'59" W	53.73



LB 2389
2404 N.W. 43rd ST, GAINESVILLE, FLORIDA 32606-6602
TEL: (352) 375-3541 FAX: (352) 375-7249
E-MAIL: mail@edall.com

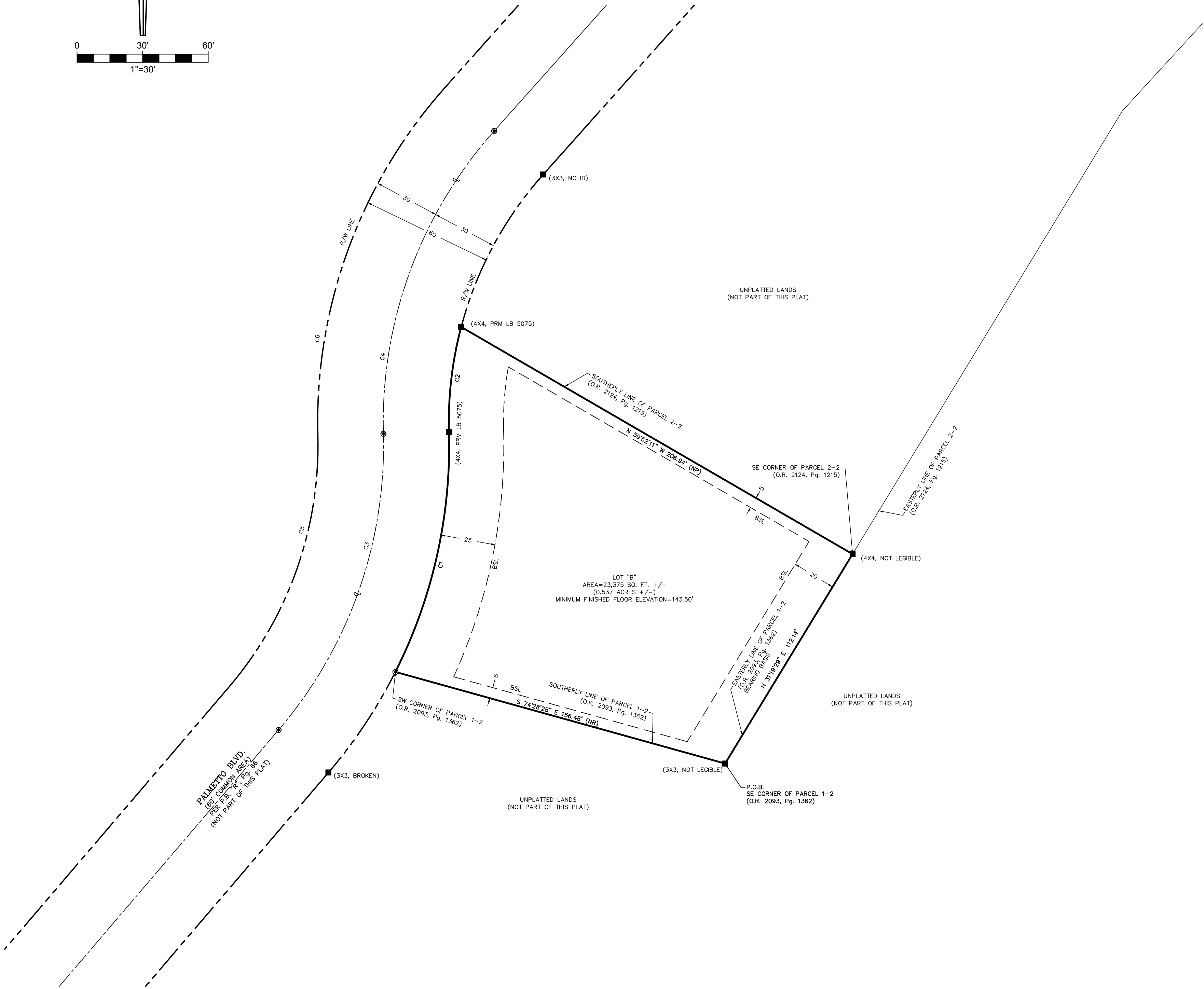
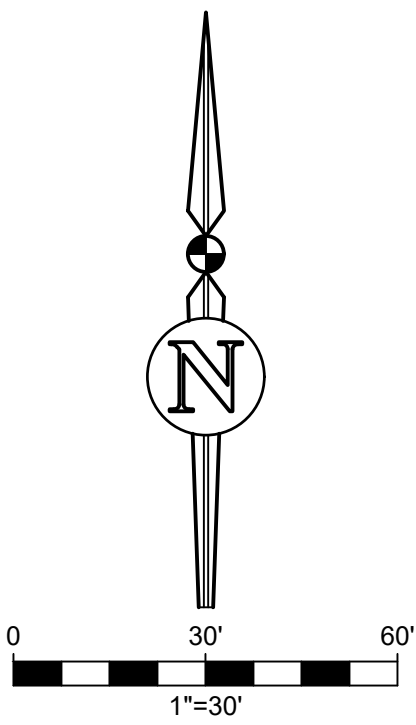
\\server3\survey\Projects\2019\2019-0117 (Turkey Creek)\2019-0117-PLAT.dwg - LOT B

Plotted Feb 25, 2020 - 06:48:28 - aperez

TURKEY CREEK N&J HOPE FAMILY SUBDIVISION

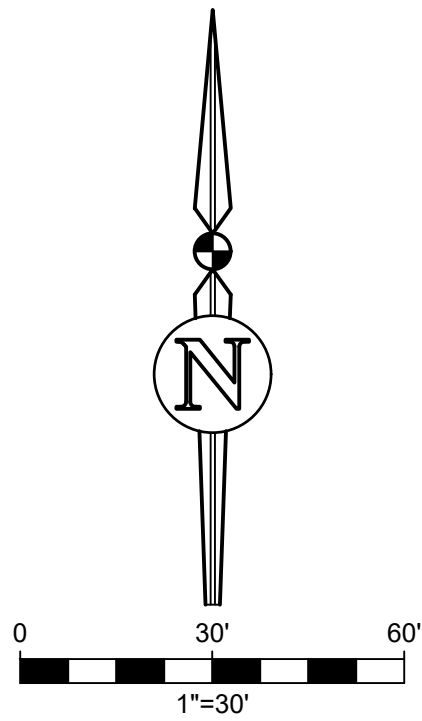
IN THE FERNANDEZ GRANT, SECTIONS 28, AND 33, TOWNSHIP 8 SOUTH,
RANGE 19 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

PLAT BOOK ____, PAGE ____
SHEET 3 OF 4



NOTE:
1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 31°19'29" EAST ON THE EASTERLY LINE OF PARCEL 1-2 AS RECORDED IN OFFICIAL RECORDS BOOK 2093, PAGE 1362 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. BUILDING SETBACK LINES DEPICTED HEREON ARE BASED ON CITY OF ALACHUA ORDINANCE 0-03-09.

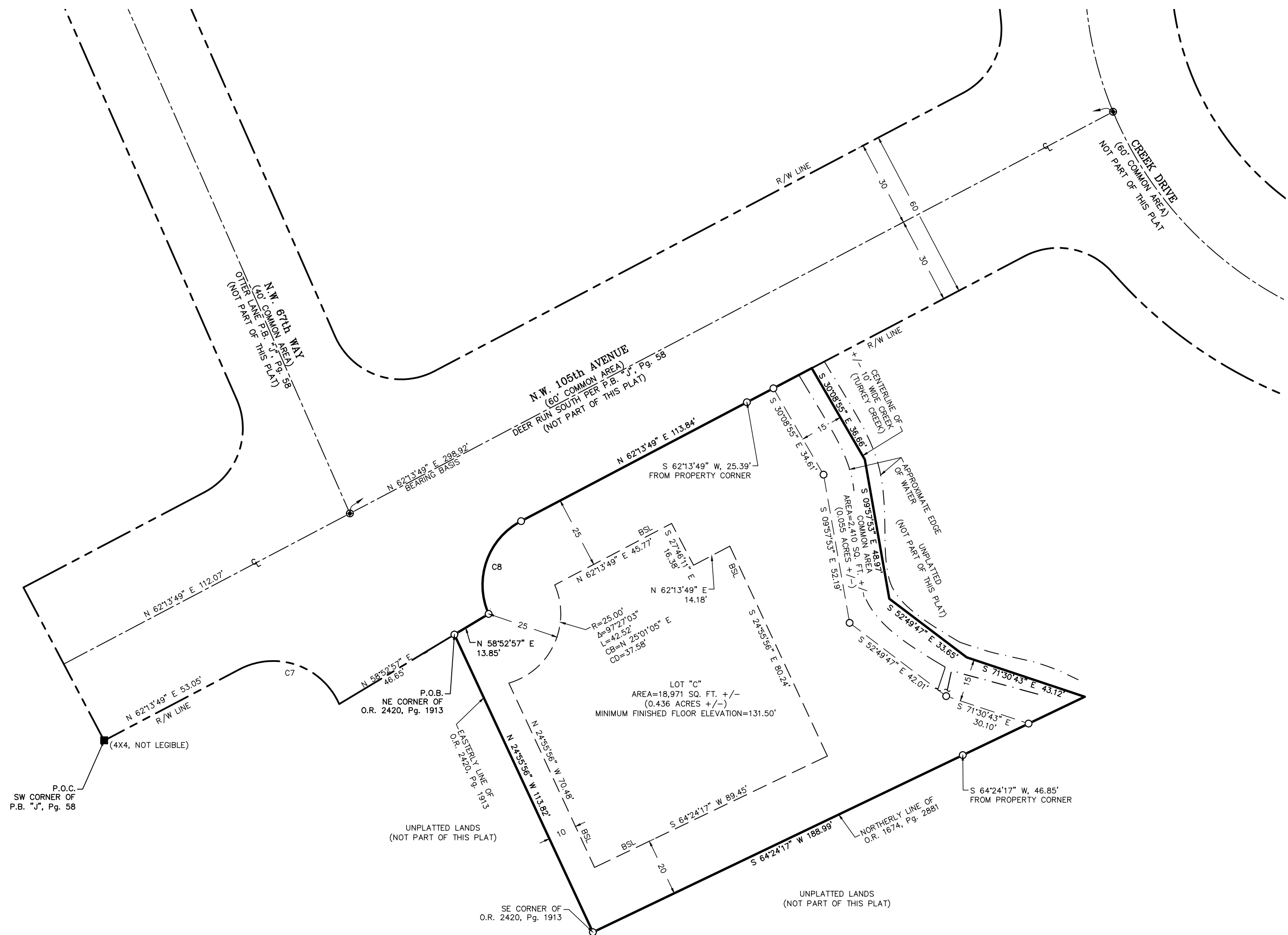
CURVE TABLE					
CURVE	R	Δ	L	CB	CD
C1	230.00	28°17'13"	113.55	S 12°35'23" W	112.40
C2	170.00	16°22'19"	48.58	S 06°37'56" W	48.41
C3	200.00	42°05'28"	146.93	N 19°29'31" E	143.64
C4	200.00	43°17'20"	151.11	N 20°05'27" E	147.54
C5	170.00	42°05'28"	124.89	N 19°29'31" E	122.10
C6	230.00	43°17'20"	173.77	N 20°05'27" E	169.67



TURKEY CREEK N&J HOPE FAMILY SUBDIVISION

IN THE FERNANDEZ GRANT, SECTIONS 28, AND 33, TOWNSHIP 8 SOUTH,
RANGE 19 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

PLAT BOOK ____, PAGE ____
SHEET 4 OF 4



NOTE:

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 62°13'49" EAST ON THE CENTERLINE OF N.W. 105TH AVENUE (DEER RUN SOUTH PER PLAT).
2. FRONT, REAR, AND SIDE BUILDING SETBACK LINES DEPICTED HEREON MEET OR EXCEED THE SETBACKS NOTED IN CITY OF ALACHUA ORDINANCE 0-03-09.

CURVE TABLE

CURVE	R	Δ	L	CB	CD
C7	25.00	94°02'30"	41.03	S 70°44'56" E	36.58
C8	25.00	85°56'15"	37.50	N 19°15'41" E	34.08



eda engineers-surveyors-planners, inc.

LB 2389
2404 N.W. 43rd ST, GAINESVILLE, FLORIDA 32606-6602
TEL: (352) 373-3541 FAX: (352) 373-7249
E-MAIL: mail@edall.com



City of Alachua

Planning & Community Development Department Staff Report

Planning & Zoning Board Hearing Date: Quasi-Judicial Hearing

March 10, 2020

SUBJECT:	A request for consideration of a final plat of three lots within the Turkey Creek subdivision (minor subdivision)
APPLICANT/AGENT:	Sergio Reyes, P.E., of eda engineers-surveyors-planners, inc.
PROPERTY OWNERS:	N & J Hope Family LLC and Turkey Creek, Inc.
PARCEL ID NUMBER:	05900-160-060, 05900-160-010, and 05900-002-001
FLUM DESIGNATION:	Medium Density Residential
ZONING:	PUD
OVERLAY:	NA
ACREAGE:	Lot A :± .70; Lot B: ±.54; Lot C: ±.49
PROJECT PLANNER:	Adam Hall, AICP
RECOMMENDATION:	Staff recommends that the Planning & Zoning Board transmit the final plat to the City Commission with a recommendation to approve.
RECOMMENDED MOTION:	<i>Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and transmits the application to the City Commission, with a recommendation to approve.</i>

SUMMARY & BACKGROUND

This application is a request by Sergio Reyes, P.E., of eda engineers-surveyors-planners, inc., applicant and agent for N & J Hope Family LLC and Turkey Creek, Inc. , property owners, for the approval of a final plat to plat three lots within Turkey Creek. A summary of the three lots can be found in Table 1 below.

Table 1. Lot Summary

Lot	Parcel Number	Acreage	Setbacks			Parcel History
			Front	Sides	Rear	
A	05900-160-060	.70	25	5	15	• Originally platted a portion of Lots 12 and 13 of Turkey Creek Unit No 2 (Plat Book J Page 40) • Replatted as a portion of Lot 12 of Plat Book R Page 66 • Informally created via tax parcel split
B	05900-160-010	.54	25	5	20	• Originally platted as a portion of Lot 1 of Turkey Creek Unit No 2 (Plat Book J Page 40) • Replatted to Lot 1 of Plat Book R Page 66 • Lot vacated by Resolution Number R-97-5
C	05900-002-001	.49	25	Left: 10 Right: Varies	20	• Never formally platted • Informally created via tax parcel split

The subject properties are located within the Turkey Creek subdivision and are currently vacant.

The proposed final plat would create three lots within Turkey Creek. The proposed setbacks conform to current dimensional standards set forth in governing PUD ordinance (Ordinance O-03-09).

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

SURROUNDING USES

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

Table 2. Surrounding Land Uses – Lot A

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Single Family Residential	Medium Density Residential	PUD
South	2-4 Family Residential	Medium Density Residential	PUD
East	Single Family Residential	Medium Density Residential	PUD
West	Common Area/ Turkey Creek Golf Course	Recreation	PUD

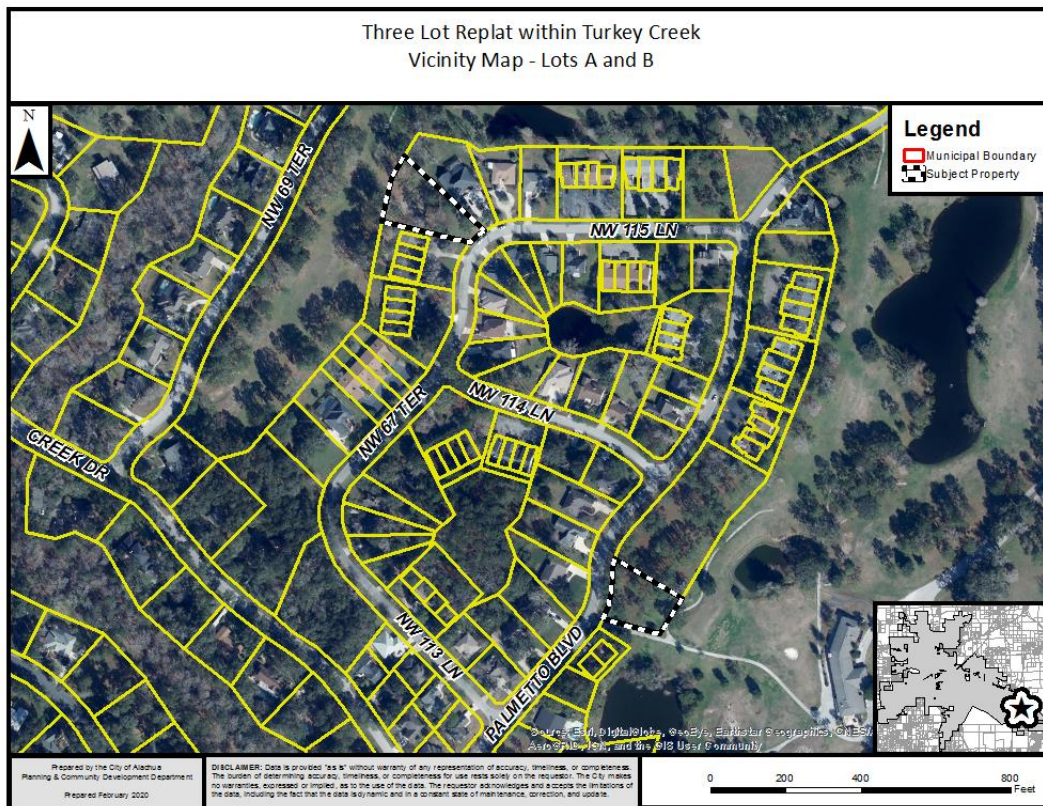
Table 3. Surrounding Land Uses – Lot B

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Vacant Residential	Medium Density Residential	PUD
South	2-4 Family Residential	Medium Density Residential	PUD
East	Common Area/ Turkey Creek Golf Course	Recreation	PUD
West	Single Family Residential	Medium Density Residential	PUD

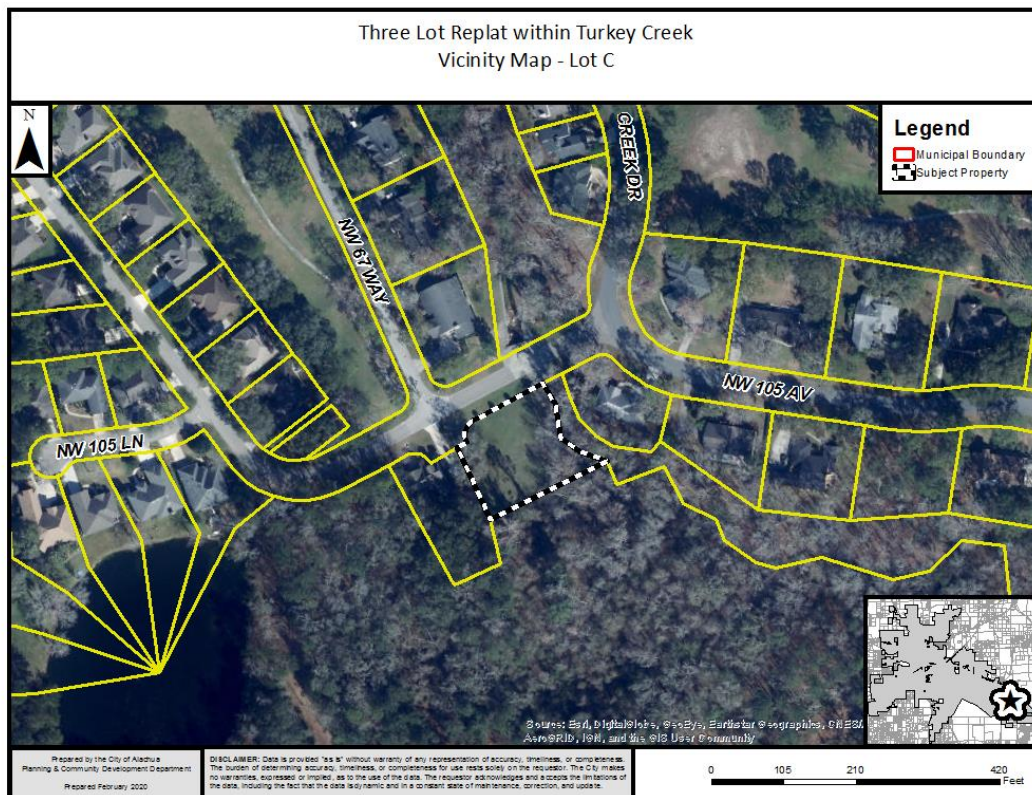
Table 4. Surrounding Land Uses – Lot C

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Single Family Residential	Medium Density Residential	PUD
South	Single Family Residential	Conservation	CSV
East	Single Family Residential	Medium Density Residential	PUD
West	Single Family Residential	Medium Density Residential	PUD

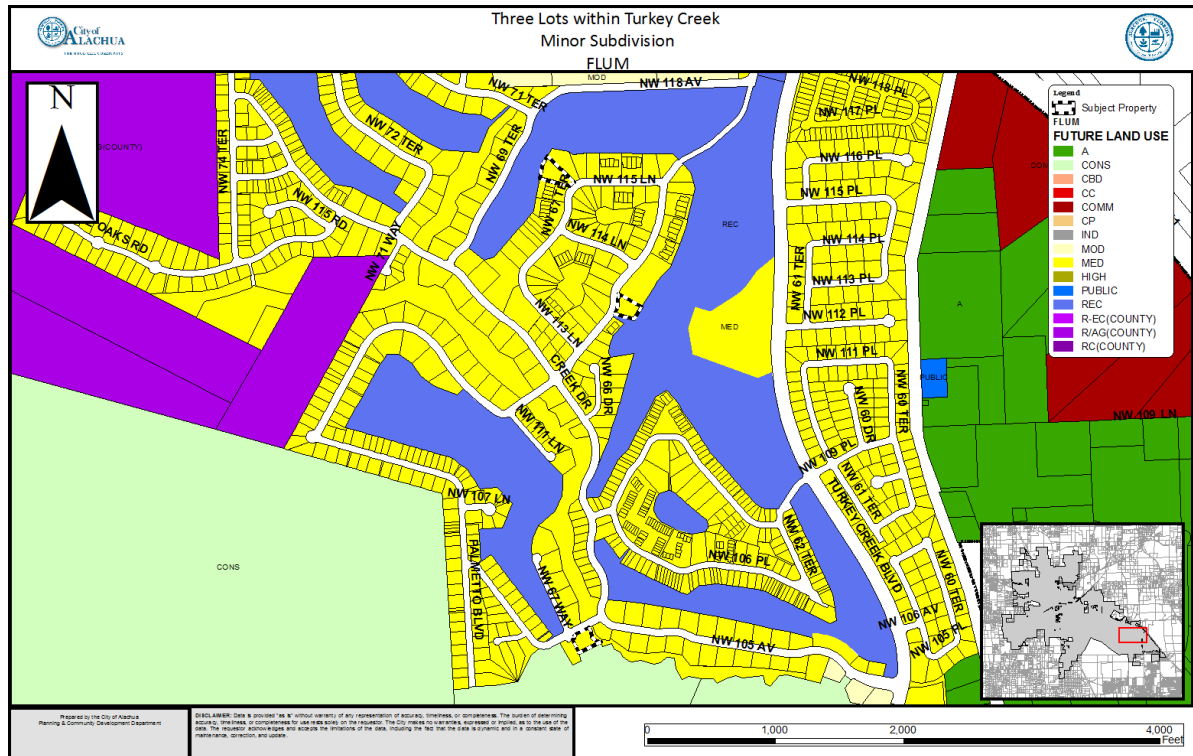
Map 1. Vicinity Map-Lots A and B



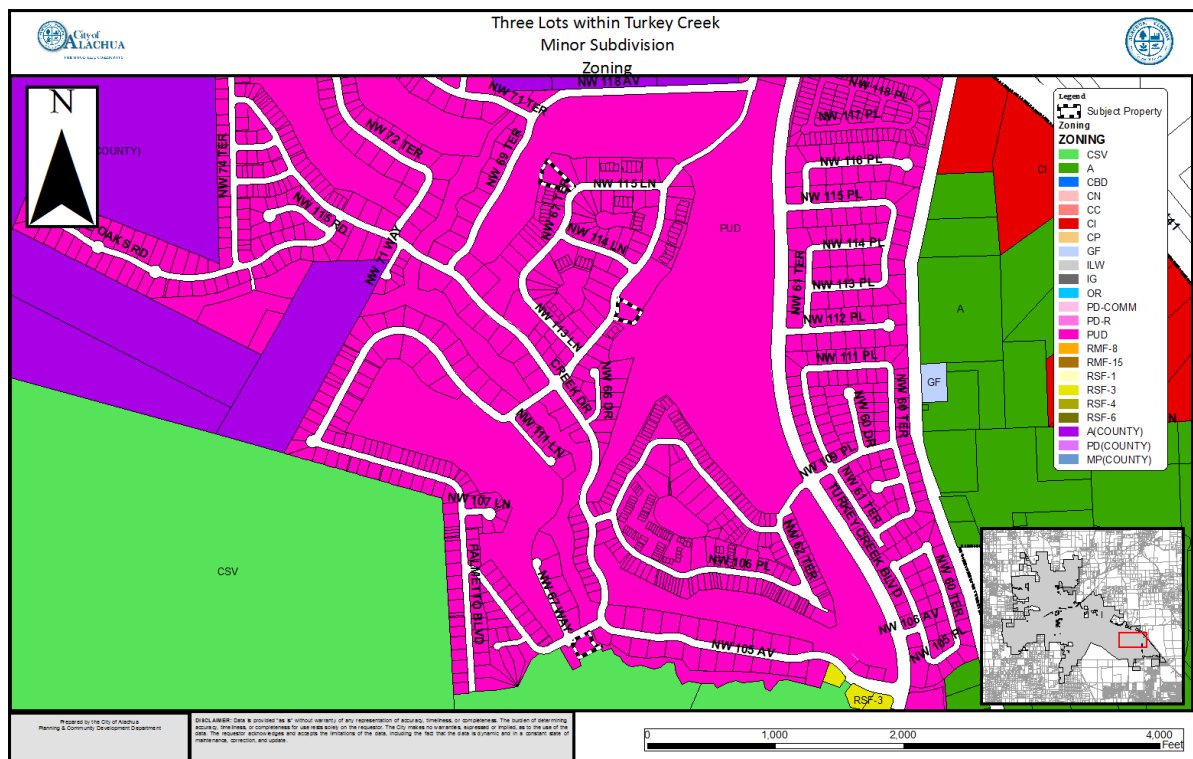
Map 2. Vicinity Map- Lot C



Map 3. Future Land Use Map



Map 4. Zoning Map



NEIGHBORHOOD MEETING

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Future Land Use Element

Objective 1.2: Residential

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

Policy 1.2.b: Medium density residential (4 to 8 dwelling units per acre): The medium density residential land use category allows residential development at a density of 4 dwelling units per acre to 8 dwelling units per acre, as well as small-scale neighborhood commercial and mixed use developments. The following uses are allowed in the medium density land use category:

1. Single family, conventional dwelling units and single family, attached 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. Apartments and townhomes;
7. Live/work units;
8. Residential Planned Unit Developments;
9. Traditional Mixed-use Neighborhood Planned Developments;
10. Supporting community services, such as schools, houses of worship, parks, and community centers

Analysis of Consistency with, Objective 1.2, and Policy 1.2.b: The subject properties has a Medium Density Residential FLUM Designation, which permits a maximum density of eight 8) dwelling unit per acre. This replat will not change the existing, conforming density of the subject properties.

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

Analysis of Consistency with Objective 5.1: An environmental conditions and site suitability analysis has been provided separately in this report. The proposed replat complies with the environmental protections laid out in the City of Alachua Comprehensive Plan and Land Development Regulations. There are no significant environmental features for Lots A and B. However, Lot C is located within the Zone AE Floodplain and Turkey Creek runs along the eastern property line. Appropriate setbacks, as required by the City's Comprehensive Plan and Land Development Regulations have been complied with.

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

Analysis of Consistency with Objective 5.2: The subject property is located within water and wastewater service areas. The subject property will be required to connect at time of development to the City's water and wastewater system. A public facilities impact analysis has been provided in this report and indicates that, based upon current demand, the development will not adversely affect the Level of Service (LOS) standards for all other public facilities.

Transportation Element

Objective 1.1: Level of Service

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

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

Housing Element

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

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

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

Analysis of Consistency with Policy 1.1.a: This project would support the creation of three single family dwelling units within the City, supporting Policy 1.1.a.

Recreation Element

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

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

Community Facilities & Natural Groundwater Aquifer Recharge Element

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

Analysis of Consistency with Objective 1.10: There are no seasonally or permanently flooded wetlands located on the property according to the latest data from the National Wetlands Inventory and Suwannee River Water Management District.

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

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

Analysis of Consistency with Objective 2.1.a: An analysis of the impacts to solid waste facilities has been provided within this report, and indicates that, based upon current demand, the development will not adversely affect the Level of Service (LOS) standards for solid waste facilities.

Map 5. Environmental Features Lots A and B



Wetlands

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

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

Strategic Ecosystems

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

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

Regulated Plant & Animal Species

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

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

must adhere to the applicable standards in the City of Alachua Comprehensive Plan and the Land Development Regulations.

Soil Survey

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

Soil Type	Hydrologic Group	Drainage Class	Dwellings without basements	% of Subject Property (may not total to 100% due to rounding)
Arredondo fine sand, 0 to 5% slopes	A	Well drained	Not limited	49.2%
Millhopper San, 0 to 5% slopes	A	Moderately Well drained	Not limited	22.1%
Pelham Sand	B/D	Poorly Drained	Very limited	28.6%

Evaluation: There are no significant limitations for development of a residential dwelling without a basement on Lots A and B. Lot C is rated as very limited because of water table height and tendency for ponding to occur. At time of building permit, the applicant would be required to address this limitation through appropriate design.

Flood Potential

Panel 0143E of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated November 2, 2018, indicates that Lots A and B are in Flood Zone X (areas determined to be outside of the 500-year floodplain). Lot C is located within Flood Zone AE, which has a determined base flood elevation of approximately 130' at this location. See Map 5 above.

Evaluation: The subject property contains areas classified as Flood Zone X (areas determined to be outside of the 500-year floodplain) and AE (areas determined to be within the 500-year flood plain for which base flood elevations have been determined). The proposed plat notes the existence of the flood zone and provides a finished floor elevation that any new structures constructed on the site would need to meet, therefore there are no issues related to flood potential.

Karst-Sensitive Features

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

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

Wellfield Protection Zones

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

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

Historic Structures/Markers and Historic Features

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

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

COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

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

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

Evaluation & Findings: The application has been reviewed for and is found to be in compliance with the applicable standards of Article 7, Subdivision Standards, including standards related to block length, lot arrangement, dimensions and design, and street arrangement.

PUBLIC FACILITIES IMPACT

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 3 single-family residential units.

At present, the impacts which would be generated by the proposed development are acceptable and are not anticipated to degrade the Level of Service (LOS) of any public facility.

Transportation Impact

Table 2. Affected Comprehensive Plan Roadway Segments¹

Segment Number ^{2, 3}	Segment Description	Lanes	Functional Classification	Area Type	Level of Service (LOS)
7 (4127)	US Highway 441 (from MPO Boundary to CR 25A)	4D	Principle Arterial	Urban	D

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

Table 3. Potential Trip Generation

Land Use ¹	AADT (Enter/Exit) ²	AM Peak Hour (Enter/Exit) ²	PM Peak Hour (Enter/Exit) ²
Single-Family Detached Housing (ITE Code 210)	28 (14/14)	2 (1/1)	3 (2/1)

¹ Source: ITE Trip Generation, 10th Edition.
² Formulas: AADT – 9.44 trips per dwelling x 3 dwellings (50% entering/50% exiting); AM Peak Hour – 0.76 trips per dwelling x 3 dwellings (26% entering/74% exiting); PM Peak Hour – 1.00 trips per dwelling x 3 dwellings (64% entering/36% exiting.)

Table 4. Projected Impact on Affected Comprehensive Plan Roadway Segments (AADT)

Traffic System Category	US Highway 441 (from MPO Boundary to CR 25A)
Average Annual Daily Trips	
Maximum Service Volume ²	43,000
Existing Traffic ³	21,000
Reserved Trips ⁴	2,279
Available Capacity ⁴	19,721
Increase in Daily Trips Generated by Development ⁵	28
Residual Capacity Post-Approval⁶	19,693
Traffic System Category	US Highway 441 (from MPO Boundary to CR 25A) ¹
PM Peak Trips	
Maximum Service Volume ²	3,870
Existing Traffic ³	1,890
Reserved Trips ⁴	192
Available Capacity ⁴	1,788
Increase in PM Peak Hour Trips Generated by Development ⁵	3
Residual Capacity Post-Approval⁶	1,785
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 Source: FDOT 2018 Quality/Level of Service Handbook, Generalized Annual Average Daily Volumes and Generalized Peak Hour Two-Way Volumes for Areas Transitioning to Urbanized Areas or Areas of 5,000 Not in Urbanized Areas. ³ Florida State Highway System Level of Service Report 2016, Florida Department of Transportation, District Two (published August 2017). ⁴ Source: City of Alachua January 2020 Development Monitoring Report. ⁵ The application is for a Final Development Order, however, the proposed application is exempt from concurrency compliance regulations.	

Evaluation: The impacts generated by the proposed development will not adversely affect the Level of Service (LOS) of the roadway segments identified above; therefore, the increase in potential trip generation is acceptable.

Potable Water Impacts

Table 5. Potable Water Impacts

System Category	Gallons Per Day
Current Permitted Capacity ¹	2,300,000
Less Actual Potable Water Flows ¹	1,295,603
Reserved Capacity ²	135,767
Available Capacity	868,630
Potential Demand Generated by Development ³	825
Residual Capacity	867,805
Percentage of Permitted Design Capacity Utilized	62.27%
Sources: * City of Alachua January 2020 Development Monitoring Report ** 275 gallons per dwelling unit	

Evaluation: The impacts generated by the proposed development will not adversely affect the Level of Service (LOS) of potable water facilities; therefore, the increase in potential demand is acceptable.

Sanitary Sewer Impacts

Table 6. Sanitary Sewer Impacts

System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity	1,500,000
Less Actual Treatment Plant Flows ¹	729,000
Reserved Capacity ²	127,878
Available Capacity	643,122
Potential Demand Generated by Development ³	750
Residual Capacity	642,372
Percentage of Permitted Design Capacity Utilized	57.12%
<i>Sources:</i> <i>* City of Alachua January 2020 Development Monitoring Report</i> <i>** 250 gallons per dwelling unit</i>	

Evaluation: The developed lot within the existing subdivision is served by existing connections to the City's wastewater system. It will not impact the capacity of the City's sanitary sewer system.

Solid Waste Impacts

Table 7. Solid Waste Impacts

System Category	Pounds Per Day	Tons Per Year
Existing Demand ¹	40,620.00	7,413.15
Reserved Capacity ²	9,324.03	1,701.64
Potential Demand Generated by Development ³	28.50	5.19
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, 2014; Policy 2.1.a, CFNGAR Element (Formula: 9,479 persons x 0.73 tons per person per year.) 2 City of Alachua January 2020 Development Monitoring Report. 3 Policy 2.1.a, CFNGAR Element; US Census Bureau (Formula: 3 dwellings x 2.37 persons per dwelling x 0.73 tons per person per year. 4 New River Solid Waste Facility, April 2019.		

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

Recreation Impacts

Table 8a. Recreational Impacts

System Category	Acreage
Existing City of Alachua Recreation Acreage ¹	135.48
Acreage Required to Serve Existing Population ²	50.78
Reserved Capacity ¹	2.22
Potential Demand Generated by Development ³	.04
Residual Recreational Capacity After Impacts	82.45
<i>Sources:</i> ¹ City of Alachua January 2020 Development Monitoring Report. ² University of Florida, Bureau of Economic & Business Research, <i>Estimates of Population by County and City in Florida, April 1, 2015; Policy 1.2.b, Recreation Element</i> (Formula: 9,788 persons / [5 acres/1,000 persons]) ³ US Census Bureau; Policy 1.2.b, Recreation Element (Formula: 2.37 persons per dwelling x 1 dwellings / [5 acres/1,000 persons])	

Table 8b. Improved Passive Park Space Analysis

Minimum Improved Passive Park Space Required to Serve Existing Population & Reserved Capacity ¹	10.60 acres
Acreage Required to Serve Demand Generated by Development ²	0.01 acres
Total Area Required to Serve Existing Population, Reserved Capacity, & Demand Generated by Development	10.61 acres
Existing Improved Passive Park Space ¹	34.82 acres
Improved, Passive Park Space Utilized by Existing Population, Reserved Capacity, & Demand Generated by Development³	30.47%
¹ Source: City of Alachua January 2020 Development Monitoring Report. ² Formula: Recreation Demand Generated by Development (0.52 acres) x 20%. ³ Formula: Total Improved Passive Park Space / (Acreage Required to Serve Existing Population + Reserved Capacity + Acreage Required to Serve Demand Generated by Development.)	

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

Public School Facilities Impacts

A School Capacity Review was submitted to The School Board of Alachua County (SBAC) in accordance with the City's Comprehensive Plan, specifically Policies 1.1.b, 1.1.c, 1.1.e, and 1.1.f of the Public School Facilities Element. According to the School Capacity Review report submitted to the City by the School Board of Alachua County on August 22, 2019, the students generated by the proposed development can be reasonably accommodated for the five, ten, and twenty year planning periods at the elementary, middle, and high school levels. The City has requested written documentation from SBAC indicating whether or not adequate school capacity exists for each level of school, based upon the standards established within the Interlocal Agreement. Should SBAC indicate that the proposed development would adversely impact public school facilities, the Interlocal Agreement requires SBAC to identify methods by which such deficiencies may be remedied.

EXHIBIT "A"
TO
N & J HOPE FAMILY LLC & TURKEY CREEK INC
MINOR SUBDIVISION FINAL PLAT APPLICATION
THREE LOTS WITHIN TURKEY CREEK
STAFF REPORT

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



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

February 20, 2020

Also sent by electronic mail to csweager@edafl.com

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

RE: Notice of Hearing to be Scheduled for Turkey Creek 3 Lot Plat Minor Subdivision

Dear Mr Sweger:

On February 6, 2020 the City of Alachua received your updated application for the above referenced project.

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

You must provide two (2) *double-sided, three-hole punched, color sets* of the **complete** application package, seven (7) full size sets of plats and surveys, and a digital copy of all materials in PDF format on a CD *no later than 10 business days prior to the PZB Meeting at which your application is scheduled to be heard*. The application has been scheduled for the **March 10, 2020** Planning and Zoning Board meeting; therefore, the above referenced materials must be submitted to the City no later than 12 PM on **Tuesday, February 25, 2020**. Materials may be submitted earlier than this date.

Should you have any questions, please feel free to contact me at (386) 418-6100, ext. 108 or via email at ahall@cityofalachua.com.

Sincerely,

Adam Hall, AICP
Planner

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



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

December 26, 2019

Also sent by electronic mail to csweager@edafl.com

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

RE: Review by Development Review Team (DRT) of:
Turkey Creek 3 Parcel Replat Minor Subdivision – Final Plat Application

Dear Mr. Sweger:

The application referenced above has been reviewed by the City's Development Review Team (DRT). Upon review of the application and materials, the following insufficiencies must be addressed. Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **5:00 PM on Thursday, January 9, 2020**. A total of four (4) copies of the application package, plans, and a CD containing a PDF (or Cloudlink) of all application materials and plans must be provided by this date.

Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved before the item may be scheduled for a public hearing before the City Commission. Please note that if Staff determines that the revised submission requires outside technical review by the City, your application may be delayed in order to allow for adequate review time. If your revised application is received by the date specified above, and if your response adequately addresses the following comments, a hearing before the Planning & Zoning Board (PZB) may be scheduled for February 11, 2020.

Please address the following:

1. Concurrency Impact Analysis Report
 - a. Table 3a appears to calculate public facility impact incorrectly.
2. Comprehensive Plan Consistency and LDR Compliance
 - a. Policy 1.12.d of the Conservation and Open Space Element of the City's Comprehensive Plan requires buffers from water bodies. Please provide appropriate buffer from surface water body (creek) and illustrate on plat.
 - b. Section 6.9.4 (J)(1)(e) of the City's LDRs require a minimum setback from surface water bodies five times the width of the stream as measured bank to bank or 35 feet, whichever is greater. Please provide stream width and illustrate appropriate setback for Parcel C.
 - c. Section 6.9.4 (J)(2) requires that the minimum finished floor elevation be included on the plat and that this finished floor elevation be at least one foot higher than the base flood elevation. Please provide minimum finished floor elevation for Parcel C.

3. Miscellaneous

- a. Please provide two sets of mailing labels for organizations and individuals registered with the City to receive notice. Please contact Planning Staff.
- b. Lot A has a 6' side setback per Ordinance O-03-09.
- c. Lot B has a 6' side setback per Ordinance O-03-09.
- d. Lot C has the following setbacks: 40' front, 10' side, and 20' rear per Ordinance O-03-09 (Forest's Lots).
- e. Signature blocks on plat need to be updated. Reference City of Alachua survey, mayor, attorney, etc.

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

- a. Please address comments from JBrown Professional Group in the attached letter, dated December 24, 2019.

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

Sincerely,



Adam Hall, AICP
Planner

Attachments: Letter from Troy Wright, PSM of., JBrown Professional Group, Inc., dated December 24, 2019

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



JBrown Professional Group

CIVIL ENGINEERING • LAND SURVEYING • PLANNING

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

December 24, 2019

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

Re:

Dear Mr. Hall:

As you requested, we have reviewed the Turkey Creek N&J Hope Family Subdivision replat and boundary survey provided to us for the above referenced project. Our review generated a few comments and recommendations that are outlined below.

Plat Book Sheet 1 of 4

1. Add Health Department Certificate of Approval.
2. Add names in place of "Officer, Office, Corporation"
3. Add reviewing surveyor information:
Surveyor: Troy V. Wright, P.S.M.,
Florida Certification No: 7210
4. Lot A exceeds 3/1 maximum per 7.2.4(B)(2).
5. Lot A does not meet requirements for 7.2.4(B)(3).
6. Verify lot A meets required front width per article 5.2.1(A)(5).

Plat Book Sheet 2 of 4

1. Please provide dimensions per the attached markup.

Boundary Survey V-002

1. Both boundary sheets are labeled as V-001.
2. There are extraneous bold lines inside the boundary which should not be shown on this sheet.

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

Sincerely,

Troy Wright

Troy Wright, PSM
Director of Survey

CITY OF ALACHUA

ORDINANCE NO. O-03-09

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE REZONING OF A CERTAIN 494.8 ACRES OF LAND, PURSUANT TO AN APPLICATION BY THE CITY OF ALACHUA; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING ATLAS IN THE FORM OF A PUD (PLANNED UNIT DEVELOPMENT) AMENDMENT WITHIN THE TURKEY CREEK DEVELOPMENT OF REGIONAL IMPACT, LOCATED ON NW US HIGHWAY 441, ALACHUA, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application, for an amendment, as described below, to the Official Zoning Atlas of the City of Alachua Land Development Regulations, hereinafter referred to as the Land Development Regulations, has been filed with the City; and,

WHEREAS, the City Commission has initiated an administrative rezoning of the subject property located within the Turkey Creek Development of Regional Impact, a Planned Unit Development in Alachua, Florida; and,

WHEREAS, the planned unit development zoning designation is more intense and diverges from the amount and type of development allowed in the Master Declaration for Turkey Creek; and,

WHEREAS, building permits have been issued according to the thresholds and specifications found in the Master Declaration for Turkey Creek; and,

WHEREAS, the City of Alachua does not have the authority to enforce the provisions found in the Master Declaration for Turkey Creek; and,

WHEREAS, the City has authorized the vacation of certain platted lands and portions of platted lands, and this property is now being divided by metes and bounds, which is in violation of the City of Alachua Land Development Regulations; and,

WHEREAS, it is desirable for the City to rezone the property to reflect the thresholds and specifications found in the Master Declaration for Turkey Creek and assign thresholds and specifications for the portions of Turkey Creek that are no longer platted in order to provide consistency for existing homeowners and future homeowners; and,

WHEREAS, notice was provided to property owners pursuant to Chapter 166.041(3)(c)1, Florida Statutes; and,

WHEREAS, the Planning and Zoning Board, serving also as the Local Planning Agency, held a public hearing on December 10, 2002, with public notice having been provided in the Gainesville Sun, on the amendment, and at the public hearing, the Planning and Zoning Board reviewed and considered all comments received during the public hearing concerning the application and made recommendations to the City Commission; and,

WHEREAS, the City Commission, held the required public hearings on January 6, 2003, and January 27, 2003, with public notice having been provided, on the application for the amendment, and at the public hearing, the City Commission reviewed and considered all comments received including the recommendations of the Planning and Zoning Board; and,

WHEREAS, the City Commission has determined and found said application for the amendment, to be compatible with the City of Alachua Comprehensive Plan; and,

WHEREAS, the City Commission has determined and found that approval of said application for the amendment would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

WHEREAS, the City Commission has determined and found said application for the amendment, to be compatible with the City of Alachua Comprehensive Plan; and,

WHEREAS, the City Commission has determined and found that approval of said application for the amendment would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF ALACHUA, FLORIDA.

Section 1.

The Official Zoning Atlas is hereby amended to revise the Planned Unit Development designation for the Turkey Creek Development of Regional Impact in accordance with Exhibit A.

Section 2.

The following conditions will apply:

- 1) The map and charts in Exhibit A provide the minimum lot sizes, set backs, and housing types within the Turkey Creek Planned Unit Development. Nothing in this ordinance or its attachments shall prohibit development at a lower density or intensity.
- 2) The property owners of the unplatted lands will submit plans for final plat review and approval within three months of the effective date of this ordinance.
- 3) Lots may be combined to form larger lots. Lots may be split, provided that the split lot remains a legal, usable lot, either on its own or combined with another lot.
- 4) When lots are combined, the side lot setback is measured from the new lot configuration.

Section 3. EFFECTIVE DATE.

This ordinance shall take effect immediately after its passage and adoption.

PASSED as of first reading this 6th day of January, 2003.

PASSED and **ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this 27th day of January 2003.

**CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA**



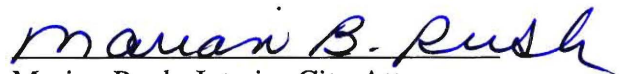
Bonnie Burgess, Mayor

ATTEST:

APPROVED AS TO FORM AND CORRECTNESS:

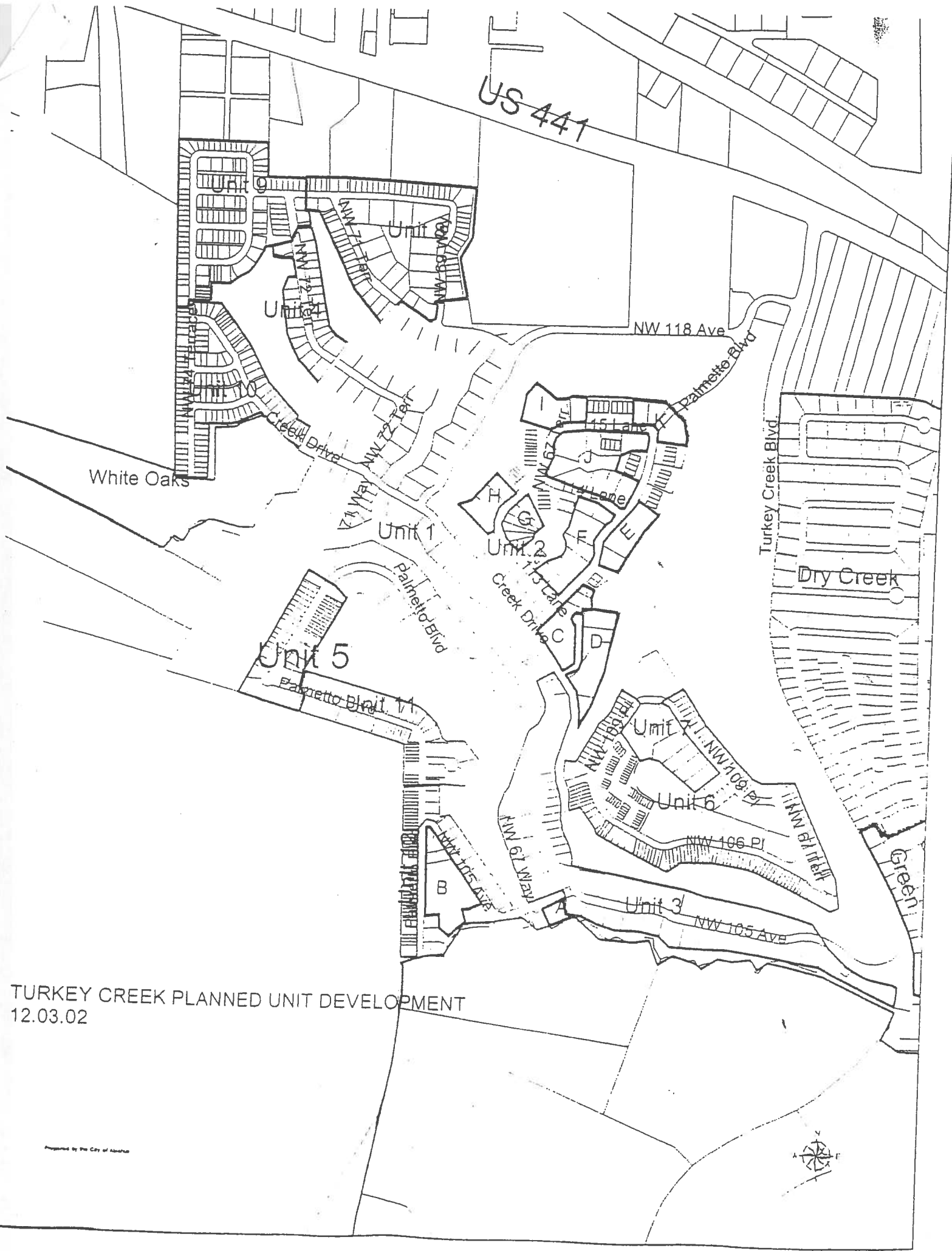


Clovis Watson, Jr., City Manager



Marian Rush, Interim City Attorney

EXHIBIT A



TURKEY CREEK PLANNED UNIT DEVELOPMENT
12.03.02

TURKEY CREEK LOT SQUARE FOOTAGE AND SETBACK REQUIREMENTS						
PARCEL	LOT	MIN SF	FRONT	SIDE	REAR	OTHER
A	A-1	1650	55*	6	15	
	A-2	1750	55*	6	15	
B	A, B, 1-7, 15-16	1750	20	5	15	
C	7 & 8, 11&12	2200	20	6	15	
D	1	1600	20	6	15	
	2	1800	20	6	15	
	3 - 5	2200	20	6	15	
E	ALL	2000	25	5	20	
F	ALL	1800	25	5	15	
G	ALL	1800	20	5	15	
H	ALL	1800	20	5	15	
I	ALL		25	5	15	
J	ALL	1700	20	5	15	
K	ALL	1800	25	5	15	
White Oaks	ALL		15	3 (10 – street)	15	
	Accessory		15	3 (10-street)	5	

* Measured from the centerline of the road right-of-way.

* Measured from the centerline of the road right-of-way

Turkey Creek Lot Square Footage and Setback Requirements

TYPE	UNIT	BLK	LOT	PLAT	MIN SF	FRONT	SIDE	SIDE	REAR	OTHER
Estate Lots	TC 1		1 thru 27	J 2	1750	40	10		25	
	TC 1		28	J 2	1450	40	10		25	
	TC 1		29 thru 32	J 2	1750	40	10		25	
	TC 1		33 thru 35	J 2	1450	40	10		25	
	TC 1		36 thru 41	J 2	1250	20	7.5		15	
	TC 1		42 thru 54	J 2	1750	40	10		25	
	TC 1		55	J 2	1450	40	10		25	
	TC 1		56 thru 60	J 2	1250	20	7.5		15	
	TC 1		61 thru 76	J 2	1750	40	10		25	
	TC 1		77	J 2	1450	40	10		25	
	TC 2		34 and 35	J 40	1750	40	10		25	
	TC 2		36	J 40	1450	15	5		15	
	TC 2		37 and 38	J 40	1450	15	NW 0.5	SE 8	15	
	TC 2		39 and 40	J 40	1450	15	5		15	
	TC 2		41 and 42	J 40	1450	15	NW 0.5	SE 8	15	
	TC 2		43	J 40	1450	15	5		15	
	TC 3		1A	J 58	1250	20	5		15	
	TC 3		1 thru 12	J 58	1250	20	5		15	
	TC 3		13	J 58	1750	30	Interior 10	Street 15	20	
	TC 3		14 thru 20	J 58	1750	40	Interior 10	Street 15	20	
	TC 3		21 thru 23	J 58	1750	30	Interior 10	Street 15	20	
	TC 3		27	J 58	1750	40	Interior 10	Street 15	20	
	TC 3		28 thru 32	J 58	1750	30	Interior 10	Street 15	20	
	TC 3		33 and 34	J 58	1750	40	Interior 10	Street 15	20	
	TC 3		35 and 36	J 58	1750	30	Interior 10	Street 15	20	
	TC 3		37	J 58	1750	40	Interior 10	Street 15	20	
	TC 3		38 and 39	J 58	1750	30	Interior 10	Street 15	20	
	TC 3		40 thru 43	J 58	1750	40	Interior 10	Street 15	20	
	TC 4		1	J 89	1750	35	10		25	
	TC 4		2A	L-94	1250	25	5		20	
	TC 4		3 thru 7	J 89	1250	25	5		20	
	TC 4		8 thru 12	J 89	1250	25	5		15	

* Front is 25 if garage door faces street.

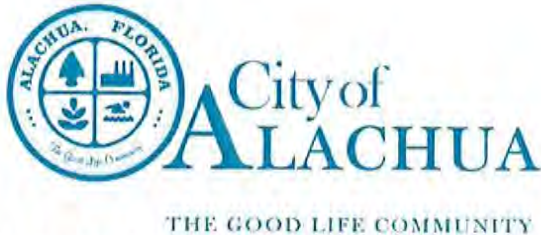
TYPE	UNIT	BLK	LOT	PLAT	MIN SF	FRONT	SIDE	SIDE	REAR	OTHER
Estate Lots (cont)	TC 4		13A	L-94	1250	25	5		15	
	TC 4		14A	L-94	1500	25	10		20	
	TC 4		15 and 16	J-89	1250	25	5		15	
	TC 4		17 and 18	J-89	1250	25	5		20	
	TC 4		19A and 20A	L-94	1250	25	5		20	
	TC 4		22 thru 25	J-89	1250	25	5		20	
	TC 4		26	J-89	1750	35	10		25	
	TC 5	1	1 and 2	L-22	1600	25	Interior 7.5	Street 10	15	* Adjacent to street
	TC 8	2	1 thru 3	L-24	1600	25	Interior 7.5	Street 10	15	
	TC 8	5	1 and 2	L-24	1600	25	Interior 7.5	Street 10	15	
	TC 9	1	1 and 2	L-25	1600	25	Interior 7.5	Street 10	15	
	TC 9		1B thru 3B	O 41	1700	25	7.5		15	
	TC 12		1A thru 9A	O 44	1750	40	10		20	
	DC	A	1 thru 75	J-23	1450	25	7.5		20	
	DC	B	1 thru 42	J-23	900	25	7		20	
	DC	B	91 thru 153	J-23	900	25	7		20	
	CG		1 thru 9	S-3	900	25	7		20	
	CG		10	S-3	900	25	Left 10	Right 7		
	CG		11	S-3	900	25	Left 7	Right 10		
	CG		12	S-3	900	25	7		20	
	CG		13	S-3	900	25	Left 7	*Right 15 to 20	20	*See plat
	CG		14 thru 17	S-3	900	25	7		20	
	CG		18	S-3	900	25	Left 10 to 15	Right 7		
	CG		19	S-3	900	25	Left 7	*Right 7 to 10		*See plat
	CG		20 thru 39	T 79	900	25	7		20	
Forest's Lot					1750	40	10		25	
Drillech Lot					1000	20	3		15	

TYPE	UNIT	BLK	LOT	PLAT	MIN SF	FRONT	SIDE	SIDE	REAR	OTHER
Fairway Villa Lots	TC 5	2	1 thru 23	L-22	1100	25	* Left 8	Right 0	15	* 15 when next to golf course
	TC 5	4	1 thru 4	L-22	1100	25	* Left 8	Right 0	15	
	TC 6	2	1 thru 4	K-95	1100	25	Left 0	* Right 8	15	
	TC 6	8	1 thru 4	K-95	1100	25	Left 0	* Right 8	15	
	TC 6	8	5	K-95	1100	20	NF 20	NW 0	* 15	
	TC 6	8	6 thru 8	K-95	1100	25	* Left 8	Right 0	15	
	TC 6	11	1 and 2	K-95	1100	25	Left 0	* Right 8	15	
	TC 6	11	3 thru 26	K-95	1100	25	* Left 8	Right 0	15	
	TC 6	12	1 thru 6	K-95	1100	25	* Left 8	Right 0	15	
	TC 6	12	7 thru 17	K-95	1100	25	Left 0	* Right 8	15	
	TC 6		1A thru 15A	O-40	1100	25	Left 0	* Right 8	15	
	TC 8	1	1 thru 46	L-24	1100	25	* Left 8	Right 0	15	
	TC 8	4	1 thru 10	L-24	1100	25	Left 0	* Right 8	15	
	TC 8	4	11 thru 21	L-24	1100	25	* Left 8	Right 0	15	
	TC 9	2	1 thru 7	L-25	1100	25	Left 0	* Right 8	15	
	TC 9	3	1 thru 54	L-25	1100	25	* Left 8	Right 0	15	
	TC 9	4	1 thru 9	L-25	1100	25	* Left 8	Right 0	15	
	TC 9	4	10 thru 18	L-25	1100	25	Left 0	* Right 8	15	
	TC 9	5	1 thru 7	L-25	1100	25	* Left 8	Right 0	15	
	TC 9	10	1 thru 4	L-25	1100	25	* Left 8	Right 0	15	
	TC 9	12	1 thru 9	L-25	1100	25	* Left 8	Right 0	15	
	TC 9	12	10 thru 16	L-25	1100	25	Left 0	* Right 8	15	
	TC 9	13	1 thru 9	L-25	1100	25	Left 0	* Right 8	15	
	TC 9	13	10 thru 18	L-25	1100	25	* Left 8	Right 0	15	
	TC 10	1	1 thru 32	L-26	1100	25	* Left 8	Right 0	15	
	TC 10	2	1 thru 4	L-26	1100	25	* Left 8	Right 0	15	
	TC 10	7	1 thru 3	L-26	1100	25	* Left 8	Right 0	15	
	TC 10	8	1 thru 5	L-26	1100	25	* Left 8	Right 0	15	
	TC 10	8	6 thru 11	L-26	1100	25	Left 0	* Right 8	15	
	TC 10	9	1 thru 8	L-26	1100	25	Left 0	* Right 8	15	
	TC 10	9	9 thru 17	L-26	1100	25	* Left 8	Right 0	15	
	TC 10	10	1 thru 21	L-26	1100	25	* Left 8	Right 0	15	
	TC 10		1A thru 11A	O-42	1100	25	* Left 8	Right 0	15	

TYPE	UNIT	BLK	LOT	PLAT	MIN SF	FRONT	SIDE	SIDE	REAR	OTHER
Fairway Villa Lots (cont)	TC 11	4	2 thru 4	L-27	1100	25	Left 0	* Right 8	15	
	TC 11	4	5 thru 19	L-27	1100	25	* Left 8	Right 0	15	
	TC 11	4	20	L-27	1100	25	Left 0	* Right 8	15	
	TC 11	4A	1A	L-43	1100	25	Left 0	* Right 8	15	
	TC 11		1B thru 18B	O-43	1100	25	Left 0	* Right 8	15	
	TC 11	7	1	L-27	1100	0	0	0	0	
	TC 12	5	1 thru 6	L-28	1100	25	Left 0	* Right 8	15	
	TC 12	9	1	L-28	1100	25	Left 0	* Right 8	15	
	TC 5	3	1 thru 11	L-22	900	25	0	0	15	
	TC 5	5	1 thru 11	L-22	900	25	0	0	15	
Townhouse Lots	TC 5	6	1 thru 11	L-22	900	25	0	0	15	
	TC 6	1	1 thru 6	K-95	900	25	0	0	15	
	TC 6	3	1 and 2	K-95	900	25	0	0	15	
	TC 6	4	1 thru 8	K-95	900	25	0	0	15	
	TC 6	5	1 thru 12	K-95	900	25	0	0	15	
	TC 6	6	1 thru 11	K-95	900	25	0	0	15	
	TC 6	7	1 thru 14	K-95	900	25	0	0	15	
	TC 9	9	1 thru 6	L-25	900	25	0	0	15	
	TC 9	11	1 thru 4	L-25	900	25	0	0	15	
	TC 10	3	1 thru 12	L-26	900	25	0	0	15	
	TC 11	5	1 thru 3	L-27	900	25	0	0	15	
	TC 11	6	1 thru 5	L-27	900	25	0	0	15	
	TC 11	8	1 thru 10	L-27	900	25	0	0	15	
	TC 11	9	1 thru 10	L-27	900	25	0	0	15	
	TC 11	10	1 thru 10	L-27	900	25	0	0	15	
	TC 12	1	1 thru 12	L-28	900	25	0	0	15	
	TC 12	2	1 thru 12	L-28	900	25	0	0	15	
	TC 12	3	1 thru 12	L-28	900	25	0	0	15	
	TC 12	4	1 thru 11	L-28	900	25	0	0	15	
	TC 12									

TYPE	UNIT	BLK	LOT	PLAT	MIN SF	FRONT	SIDE	SIDE	REAR	OTHER	
Club Villa Lots	TC 2		4 thru 6	J-40	850	25	3		15	* Remainder lots per R-66 replat.	
	TC 2		9 and 10	J-40	850	25	3		15		
	TC 2		*13	J-40	850	25	3		15		
	TC 2		14	J-40	850	25	3		15		
	TC 2		15	J-40	850	25	3		15		
	TC 2		*18	J-40	850	25	3		15		
	TC 2		*21	J-40	850	25	3		15		
	TC 2		*25	J-40	850	25	3		15		
	TC 2		*30	J-40	850	25	3		15		
	TC 2		*32	J-40	850	25	3		15		
Golf Villa Lots	TC 2		44	J 40	850	25	3		15	* May be minimum of 1250 and 1000 if two units attached.	
	TC 2		1 thru 6	R-66	*1450	25	6		15		
	TC 2		7 and 8	R-66	*1450	20	6		10		
	TC 2		9 thru 15	R-66	*1450	25	6		15		
Estate Lot Requirements:	TC 2		16	R 66	*1250	20	6		15	Fairway Villa Lot Requirements: Single family homes No detached garages 2 1/2 stories maximum One car garage minimum Off street parking for two cars side by side	
	TC 2		17	R-66	*1250	20	6		0		
	TC 2		18 thru 20	R 66	*1250	20	6		15		
	TC 2		21 thru 38	R-66	*1450	25	6		15		
	Club Villa Lot Requirements:	Two to six single family attached units per lot 3 stories maximum Off street parking for two cars minimum per unit									
	Townhouse Lot Requirements:	No detached garages 2 1/2 stories maximum One car garage minimum Off street parking for two cars side by side									
Golf Villa Lot Requirements:	One detached or two attached single family units per lot	1 SF/lot								2 SF attached/lot	
	3 stories maximum	Lots 1 15 & 21 38								1250 sf	
	Off street parking for two cars minimum per unit	Lots 16 20								1000 sf	

TYPE	UNIT	BLK	LOT	MIN SF	FRONT	SIDE	SIDE	REAR	OTHER
Multi-family Lots	TC 6	13	1 thru 20	700	10	10		10	See Exhibit D
	TC 7		1 thru 8	700	10	10		10	See Exhibit D
	TC 8	3	1 thru 13	700	10	10		10	See Exhibit D
	Pinkoson Lot			750	Creek 25	N 20	E 20	S 20	See Exhibit D
See Exhibit D in Turkey Creek Master Owners Association's Master Declaration for more multi-family lot requirements.									
Legend: TC = Turkey Creek DC = Dry Creek CG = Carrington Green SE = southeast NW = northwest E = east S = south									

**FOR PLANNING USE ONLY**

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

Subdivision Application

Reference City of Alachua Land Development Regulations Article 2.4.10

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

A. PROJECT

1. Project Name: Turkey Creek Replat
2. Address of Subject Property: 11558 NW 67th Terrace
3. Parcel ID Number(s): 05900-160-060, 05900-160-010, 05900-002-001
4. Existing Use of Property: Vacant Residential
5. Future Land Use Map Designation: MDR
6. Zoning Designation: PUD
7. Acreage: 0.7 + 0.53 + 0.44

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Sergio Reyes, PE Title: President
Company (if applicable): eda engineers-surveyors-planners, inc.
Mailing address: 2404 NW 43rd Street
City: Gainesville State: Florida ZIP: 32606
Telephone: () 352-373-3541 FAX: () 352-373-7249 e-mail: csweger@edafl.com
3. If the applicant is agent for the property owner*:
Name of Owner (title holder): N & J Hope Family LLC / Turkey Creek, Inc.
Mailing Address: 158 Turkey Creek
City: Alachua State: FL ZIP: 32615

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

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☐ Yes ☒ No
If yes, list names of all parties involved: N/A
If yes, is the contract/option contingent or absolute? ☐ Contingent ☐ Absolute

D. ATTACHMENTS**Preliminary Plat Attachments:**

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

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

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

- 2. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
- 3. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
- 4. Existing and/or proposed covenants and restrictions.
- 5. Two (2) sets of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).
- 6. Neighborhood Meeting Materials, including:
 - i. Copy of the required published notice (advertisement) – must be published a newspaper of general circulation, as defined in Article 10 of the City's Land Development Regulations
 - ii. Copy of written notice (letter) sent to all property owners within 400 feet, and mailing labels or list of those who received written notice
 - iii. Written summary of meeting – must include (1) those in attendance; (2) a summary of the issues related to the development proposal discussed; (3) comments by those in attendance about the development proposal; and, (4) any other information deemed appropriate.
- 7. City of Alachua Public School Student Generation Form
- 8. Legal description with tax parcel number.
- 9. Proof of ownership.
- 10. Proof of payment of taxes.
- 11. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
- 12. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
- 13. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).
- 14. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review or additional reviews of the application beyond will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

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

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

Construction Plans Attachments:

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

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

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

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within 5 business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

Final Plat Attachments:

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
 - a. Scale: at least 1 inch = 200 ft.
 - b. Name of subdivision shall be shown in bold legible letters, as stated in Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
 - c. Name and address of subdivider.
 - d. North arrow, graphic scale, and date of plat drawing.
 - e. Vicinity map showing location with respect to existing streets, landmarks, etc., and total acreage of the subdivision and total number of lots. The vicinity map shall be drawn to show clearly the information required, but not less than one (1) inch to 2,000 feet. USGS Maps may be used as a reference guide for the vicinity map.
 - f. Exact boundary line of the tract, determined by a field survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000.
 - g. Legal description of the property to be subdivided.
 - h. Names of owners of adjoining lands with their approximate acreage or, if developed, names of abutting subdivisions.
 - i. Location of streams, lakes and swamps, and land subject to the 100-year flood as defined by the Federal Emergency Management Agency, official flood maps.
 - j. Bearing and distance to permanent points on the nearest existing street lines of bench marks or other permanent monuments (not less than three (3)) shall be accurately described on the plat.
 - k. Municipal lines shall be accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
 - l. The closest land lot corner shall be accurately tied to the lines of the subdivision by distance and angles.
 - m. Location, dimensions, and purposes of any land reserved or dedicated for public use.
 - n. Exact locations, width, and names of all streets within and immediately adjoining the proposed subdivision.
 - o. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
 - p. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
 - q. Lots must be numbered in numerical order and blocks lettered alphabetically.
 - r. Accurate location and description of monuments and markers.
 - s. Minimum building front yard setback lines as required by the Land Development Regulations as determined by the property's zoning.
 - t. Reference to recorded subdivision plats of adjoining platted land shall be shown by recorded names, plat book, and page number.
 - u. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
 - v. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.
 - w. Certification that all payable taxes have been paid and all tax sales against the land redeemed.
 - x. Title certification as required by Chapter 177, Florida Statutes.

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

3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
4. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
5. Legal description with tax parcel number.
6. City of Alachua Public School Student Generation Form.
7. One (1) set (two [2] sets for Minor Subdivisions) of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).

8. Proof of ownership.
9. Proof of payment of taxes.
10. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
11. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
12. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).
13. **For Minor Subdivisions: Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

All 12/13 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

Sergio Reyes

Signature of Applicant

Signature of Co-applicant

Sergio Reyes, PE

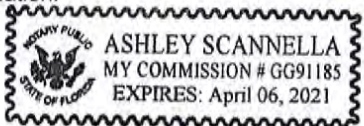
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 22nd day of November, 2019 by Sergio

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



Ashley Scannella

Signature of Notary Public, State of Florida



November 27, 2019

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

**Re: Turkey Creek Replat
Minor Subdivision Application**

Justin:

Attached is an application for a minor subdivision related to the proposed creation of 3 platted lots that are part of Turkey Creek. Each lot is less than 1 acre in size. In addition, each of the four lots has direct access to an existing roadway. Therefore, no access management permits are required for this project.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Clay Sweger', is written over the typed name.

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



February 25, 2020

Adam Hall, AICP
Planning & Community Development
City of Alachua
PO Box 9
Alachua, FL 32616

**Re: Review by Development Review Team (DRT) of:
Turkey Creek 3 Parcel Replat Minor Subdivision – Final Plat Application**

Dear Mr. Hall:

The applicant's responses to the completeness review comments issued on December 26, 2019 are below.

1. Plat cover states that lots are within Flood Zone X, but Lot C is located within AE. Please amend. The following note will also need to be added associated with Lot C : " FLOOD HAZARD WARNING: This property may be subject to flooding. You should contact the City LDR Administrator and obtain the latest information about flood elevations and restrictions before making plans for the use of this land."
RESPONSE: The plat has been revised to include this note.
2. Please provide separate analysis for water body setback referenced in response letter.
RESPONSE: This analysis (memo) is included in the resubmittal application.
3. Please update dedication language to include common area dedicated to TCMHOA and statement that the area shall be maintained by TCMHOA.
RESPONSE: The plat has been revised to include this note.
4. Written verification from TCMHOA that the common area shall be maintained.
RESPONSE: This written verification will be provided prior to approval by the City Commission, as requested.



Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 11558 NW 67th Ter

Parcel ID Number(s): 05900-160-060 & 05900-160-010

Acreage: 1.23 +/-

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Forest Hope

Title: _____

Company (if applicable): N&J Hope Family, LLC

Mailing Address: 158 Turkey Creek

City: Alachua

State: FL

ZIP: 32615

Telephone: _____ FAX: _____ e-mail: foresthope@usa.net

C. AUTHORIZED AGENT

Name: Clay Sweger, AICP, LEED AP

Title: Director of Planning

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

Mailing address: 2404 NW 43rd Street

City: Gainesville

State: Florida

ZIP: 32606

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

D. REQUESTED ACTION:

Minor Subdivision

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

[Signature]
Signature of Applicant

Signature of Co-applicant

Forest Hope

Typed or printed name and title of applicant

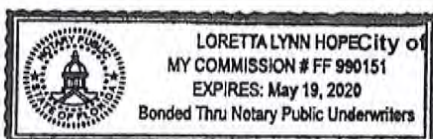
Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 18 day of November, 2019, by N. Forest

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

[Signature]
Signature of Notary Public, State of Florida



City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121
Revised 9/30/2014



Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: N/A
Parcel ID Number(s): 05900-002-001
Acreage: 0.49 +/-

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Forest Hope Title: _____
Company (if applicable): Turkey Creek, Inc.
Mailing Address: 11820 Turkey Creek Blvd
City: Alachua State: FL ZIP: 32615
Telephone: _____ FAX: _____ e-mail: foresthope@usa.net

C. AUTHORIZED AGENT

Name: Clay Sweger, AICP, LEED AP Title: Director of Planning
Company (if applicable): eda engineers-surveyors-planners, inc.
Mailing address: 2404 NW 43rd Street
City: Gainesville State: Florida ZIP: 32606
Telephone: 352-373-3541 FAX: 352-373-7249 e-mail: csweger@edafl.com

D. REQUESTED ACTION:

Minor Subdivision

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

N Forest Hope
Signature of Applicant

Signature of Co-applicant

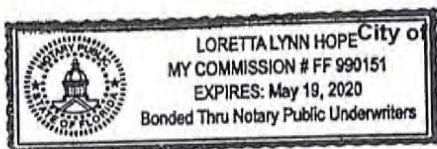
Forest Hope
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 18 day of November, 2019 by N. Forest Hope, who is/are personally known to me, or who has/have produced _____ as identification.

Loretta Lynn Hope
Signature of Notary Public, State of Florida



City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121
Revised 9/30/2014



February 25, 2020

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

**Re: Turkey Creek Replat Minor Subdivision Application
Water Body Buffer**

Adam:

Please accept this letter as a clarification of how the proposed replat complies with the buffering requirements from the creek on the east side of the lot. Comprehensive Plan Policy 1.12.d (Conservation & Open Space Element) requires that an average 50-foot wide buffer be provided with a minimum width of 35 feet, measured from the edge of the water body.

Attached are two exhibits; the first showing a uniform with buffer of 50 feet from the edge of water with the amount of square footage within that buffer area. The second exhibit shows the proposed buffer, which provides an average of 50 feet and the minimum 35 feet width. Both exhibits provide the same square footage (7,837 SF) within the buffer area.

The second image reflects the setbacks that are proposed on the plat for this lot, which complies with the above-referenced policy requirements.

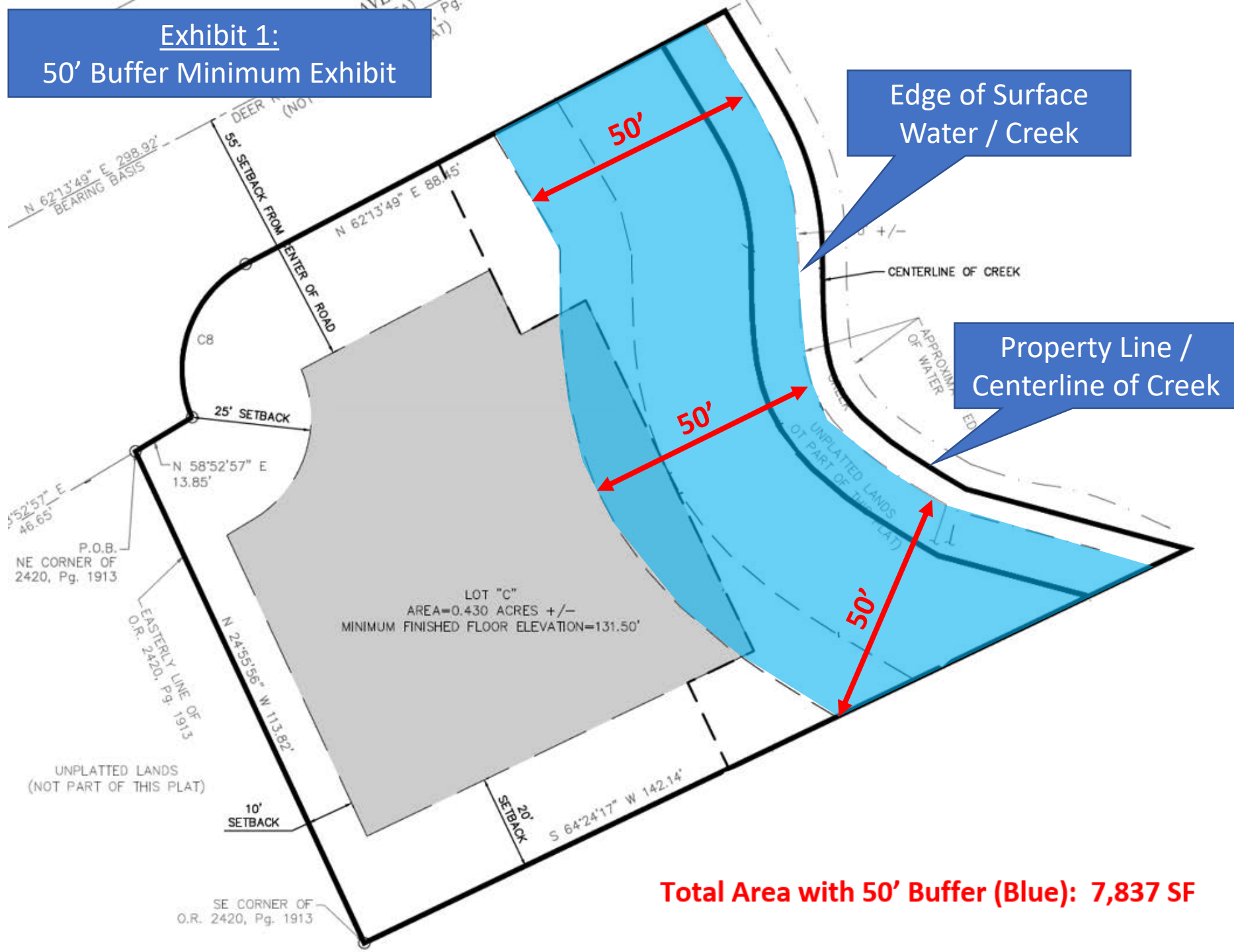
If you have any questions regarding the project, please feel free to contact my office at 352-373-3541.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Clay Sweger', is positioned above the printed name.

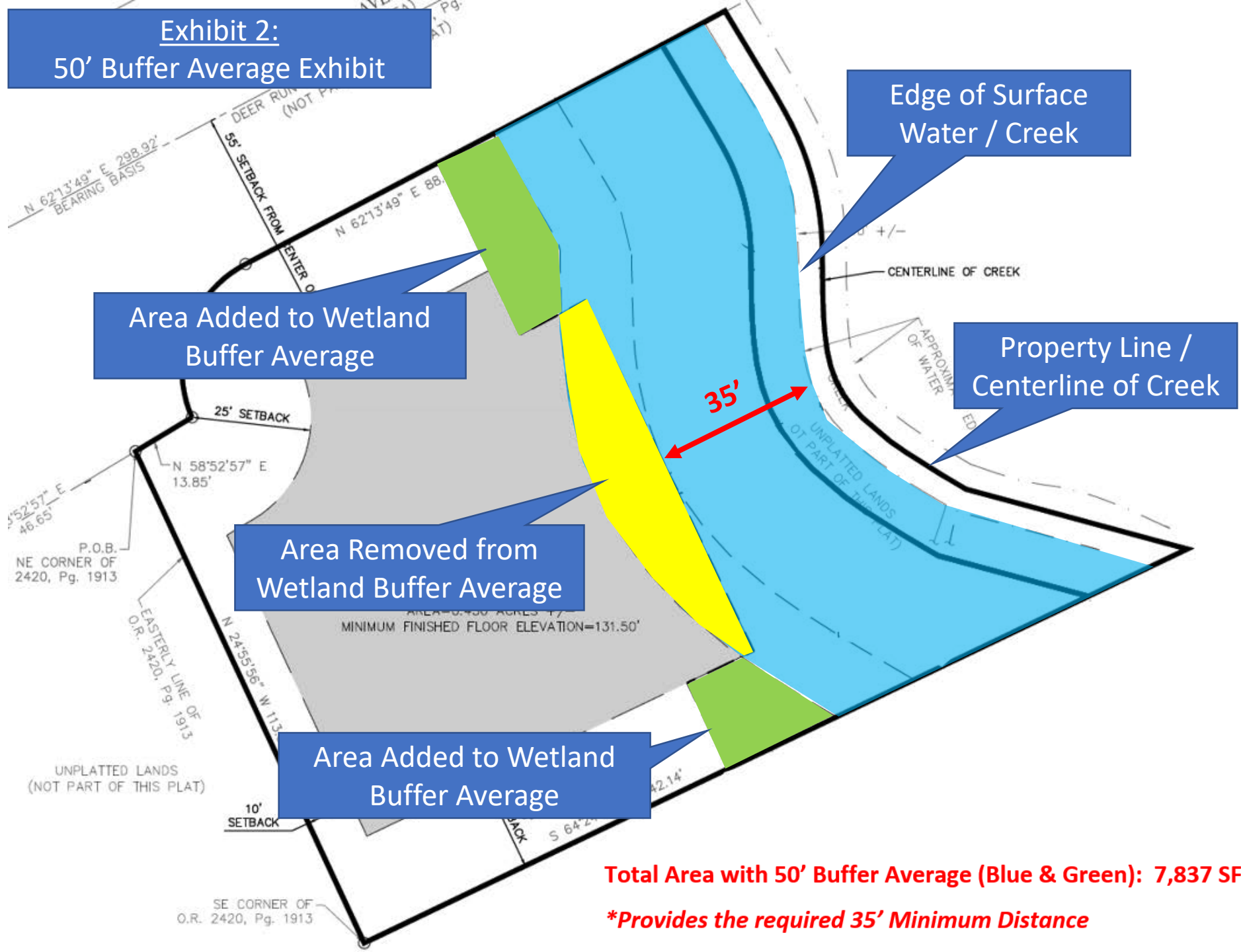
Clay Sweger, AICP, LEED AP
Principal / Director of Planning

Exhibit 1:
50' Buffer Minimum Exhibit



Total Area with 50' Buffer (Blue): 7,837 SF

Exhibit 2:
50' Buffer Average Exhibit



Total Area with 50' Buffer Average (Blue & Green): 7,837 SF

****Provides the required 35' Minimum Distance***

Turkey Creek Minor Subdivision

Statement of Proposed Use / Comprehensive Plan Consistency

Statement of Proposed Use

The application is for a Final Plat (Minor Subdivision) of three existing parcels located within the Turkey Creek Development (parcels 05900-160-010, 05900-160-060 and 05900-002-001). The subject properties have a Medium Density Residential Future Land Use Designation and an PD zoning designation.

The proposed Final Plat will create 3 individual platted lots that correspond with the limits of the existing tax parcels. Each lot has direct frontage and access onto paved public streets and meet the minimum requirements of the PD zoning district, including minimum lot size, width, and minimum yards and setbacks.

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

Comprehensive Plan Consistency

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

Future Land Use Element

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

Policy 1.2.b: Medium density residential (4 to 8 dwelling units per acre): The medium density residential land use category allows residential development at a density of 4 dwelling units per acre to 8 dwelling units per acre, as well as small-scale neighborhood commercial and mixed use developments. The following uses are allowed in the medium density land use category:

- 1. Single family, conventional dwelling units and single family, attached 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. *Apartments and townhomes;*
7. *Live/work units;*
8. *Residential Planned Unit Developments;*
9. *Traditional Mixed-use Neighborhood Planned Developments;*
10. *Supporting community services, such as schools, houses of worship, parks, and community centers*

Response: The proposed Minor Subdivision which will create 3 total residential lots for single family structures are included as an allowable use in the underlying Medium Density Residential future land use district.

Objective 5.1 Natural Features

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

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

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

Housing Element

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

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

Turkey Creek Minor Subdivision

Public Facilities Impact Analysis

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

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

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

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

7.5 persons x 0.73 tons per year = 5.48 tons per year

Projected Solid Waste Impact

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

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

2. Source: City of Alachua Comprehensive Plan: 2017

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

Table 5a. Recreational Impacts - Final Development Orders

System Category	Acreage
Existing City of Alachua Recreation Acreage ¹	135.48
Acreage Required to Serve Existing Population ²	50.78
Proposed Minor Subdivision	0.02
Reserved Capacity ³	1.50
Available Recreation Acreage	83.19

1. Table 5c. Recreational Facilities

2. Bureau of Economic & Business Research, University of Florida, Estimates of Population by County and City in Florida (2018); Policy 1.2.b. Recreation Element

Formula: $10,155 \text{ persons} / (5 \text{ acres} / 1,000 \text{ persons})$

Transportation: The proposed use of the project site as a commercial use will not create a traffic impact that will exceed the approved level of service standards for the impacted roadway (US HWY 441 – Segment 6).

TABLE 1: PROJECT TRIP GENERATION

			Daily		AM Peak		PM Peak	
Land Use*	Units	Description	Rate	Trips	Rate	Trips	Rate	Trips
210	3	Single Family Detached Dwellings	9.44	28	0.74	2	0.99	3

Source: ITE Trip Generation, 10th Generation

TABLE 2: ROADWAY LEVEL OF SERVICE (LOS) ANALYSIS

AADT					Trips	
Segment ID:	Segment Limits:	MSV	Existing Trips	Res'vd	Project	Available
US HWY 441 Segment 6	CR 25A – NW 126 th Avenue	45,700	18,579	23	28	27,070

Source: City of Alachua Planning Department as of July 2019

PM PEAK					Trips	
Segment ID:	Segment Limits:	MSV	Existing Trips	Res'vd	Project	Available
US HWY 441 Segment 6	CR 25A – NW 126 th Avenue	4,110	1,765	2	2	2,341

Source: City of Alachua Planning Department as of July 2019

Sanitary Sewer:

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

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

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

Table 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	729,000
Proposed Minor Subdivision	750
Reserved Capacity ²	109,855
Residual Capacity	660,395
Percentage of Permitted Design Capacity Utilized	55.92%
<i>Sources:</i>	
1. City of Alachua Public Services Department, April 2019	

Potable Water:

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

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

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

Table 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	1,295,603
Proposed Minor Subdivision	825
Reserved Capacity ²	115,938
Residual Capacity	887,634
Percentage of Permitted Design Capacity Utilized	61.40%
<i>Sources:</i>	
1. City of Alachua Public Services Department, March 2018	



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Electronic Submission

Request for Verification of Exemption from an Environmental Resource Permit

You have successfully submitted a request for Verification of Exemption from the Environmental Resource Permit (ERP) requirements of Part IV of Chapter 373, F.S., and Chapter 62-330, F.A.C.. Your request was received on November 26, 2019.

Below is a copy of the details of your request for your records.

Facility Information

Site Name: Turkey Creek
Address Line 1: 11558 NW 67th Ter
Address Line 2:
City/State/Zip Code: Alachua, FL 32615 6904

Mailing Address

Address Line 1: 158 Turkey Crk
Address Line 2:
City/State/Zip Code: Alachua, FL 32615 9572

Applicant

Company Name: N&J Hope Family, LLC
Title:
Name: Forest Hope
Address Line 1: 158 Turkey Crk
Address Line 2:
City/State/Zip Code: Alachua, FL 32615 9572
Phone Number: (352) 373-3541
Extension:
Cell Number:
Fax Number:
E-mail Address: foresthope@usa.net

Agent

Company Name: eda engineers-surveyors-planners, inc.
Title: Principal/Director of Planning
Name: Clay Sweger
Address Line 1: 2404 NW 43rd St
Address Line 2:
City/State/Zip Code: Gainesville, FL 32606 6602
Phone Number: (352) 373-3541
Extension:
Cell Number:
Fax Number:
E-mail Address: csweger@gmail.com

Property Owner

Company Name: N&J Hope Family, LLC
Title:
Name: Forest Hope
Address Line 1: 158 Turkey Crk
Address Line 2:
City/State/Zip Code: Alachua, FL 32615 9572
Phone Number: (352) 373-3541
Extension:
Cell Number:
Fax Number:
E-mail Address: foresthope@usa.net

Operation & Maintenance Entity

Company Name: N&J Hope Family, LLC
Title:
Name: Forest Hope
Address Line 1: 158 Turkey Crk
Address Line 2:
City/State/Zip Code: Alachua, FL 32615 9572
Phone Number: (352) 373-3541
Extension:
Cell Number:
Fax Number:
E-mail Address: foresthope@usa.net

Consultant

Company Name: eda engineers-surveyors-planners, inc.
Title: Principal/Director of Planning
Name: Clay Sweger
Address Line 1: 2404 NW 43rd St
Address Line 2:
City/State/Zip Code: Gainesville, FL 32606 6602
Phone Number: (352) 373-3541
Extension:
Cell Number:
Fax Number:
E-mail Address: csweger@gmail.com

Project Information

Tax Parcel Identification Number(s): 05900-160-060, 05900-160-010
Anticipated Commencement Date:
Anticipated Completion Date:
Project Name (including Phase): Turkey Creek Replat
Exemptions Requested:

Permit Category	Permit Subcategory	Application #
De minimis and other miscellaneous activities	De minimis activities	0382498-001

Project Description:

See Attachments

Wetlands Information:**Erosion Control Information:**

None will be required for this project.

Additional Information:

See Attachments

Attachments:

File Description: SWERP Supporting Document - Boundary Survey

File Name: 2019-0117-BS.pdf

File Hash: e9c0190ce5e811c904b3ad945a6b94f78259b56cc061c3525d76c5790cec6030

File Description: SWERP Supporting Document - Preliminary Plat

File Name: 2019-0117-PLAT.pdf

File Hash: 20197f9fe703d9b8389062bfb15659ea14ea247cbaaf56bec079bfda3004a78d

File Description: SWERP Supporting Document - Proposed Use

File Name: Comprehensive Plan Consistency.pdf

File Hash: 5f68f83962ae1cab1c680e5a37f440b8b28a571c665c76469fe30e4a69658ac2

File Description: SWERP Supporting Document - Authorization

File Name: Authorization to Submit.pdf

File Hash: 0fc6b5a764b1f90814e39dc0465714bb486e3532bf357817efdffd9b3059f02b

Notification Submitted By

Name: Douglas McGrath

Phone Number: (407) 538-2100

E-mail Address: dmcgrath@edafl.com

All information submitted was certified true, accurate, and correct to the best of the knowledge of the person whose name appears above.

If you have any questions or concerns about the information contained in this report, please contact the Division of Water Resource Management at (850) 245-8336 or by e-mail at ERP_eApps@dep.state.fl.us.

Legal Description

Alachua County Tax Parcel 05900-160-060

City of Alachua, Alachua County, Florida

(BY THIS SURVEYOR)

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, "TURKEY CREEK UNIT NO. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "J", PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE NORTH 10 DEGREES 44 MINUTES 11 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 147.06 FEET TO THE SOUTHWESTERLY CORNER OF LOT 12, "A REPLAT OF A PORTION OF TURKEY CREEK UNIT No. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "R", PAGE 66 OF SAID PUBLIC RECORDS (SAID LOT WAS VACATED BY RESOLUTION No. R-97-5 AS RECORDED IN OFFICIAL RECORDS BOOK 2089, PAGE 623 OF SAID PUBLIC RECORDS) ALSO BEING THE NORTHWESTERLY CORNER OF THE COMMON AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 2189, PAGE 2159 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 10 DEGREES 44 MINUTES 11 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 115.01 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 32 SECONDS EAST, A DISTANCE OF 69.90 FEET TO THE MOST WESTERLY NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3267, PAGE 501 OF SAID PUBLIC RECORDS; THENCE SOUTH 47 DEGREES 30 MINUTES 01 SECONDS EAST ON THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 284.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BAHIA NORTH AS SHOWN ON SAID PLATS (BAHIA NORTH IS NOW KNOWN AS N.W. 67th TERR. AND N.W. 115th LANE); THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 180.00 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 10 MINUTES 07 SECONDS, AN ARC DISTANCE OF 53.94 FEET TO A POINT OF NON-TANGENCY BEING THE SOUTHEASTERLY CORNER OF SAID LOT 12 AND THE NORTHEAST CORNER OF SAID COMMON AREA PARCEL, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 14 MINUTES 59 SECONDS WEST, 53.73 FEET; THENCE NORTH 76 DEGREES 04 MINUTES 45 SECONDS WEST ON THE SOUTHERLY LINE OF SAID LOT 12 ALSO BEING THE NORTHERLY LINE OF SAID COMMON AREA, A DISTANCE OF 235.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA AND CONTAINING A TOTAL NET AREA OF 0.695 ACRES MORE OR LESS (30,292 SQUARE FEET MORE OR LESS).



Legal Description

Alachua County Tax Parcel 05900-160-010

City of Alachua, Alachua County, Florida

(BY THIS SURVEYOR)

A PARCEL OF LAND LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1-2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2093, PAGE 1362 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE NORTH 31 DEGREES 19 MINUTES 29 SECONDS EAST ON THE EASTERLY LINE OF SAID PARCEL 1-2, A DISTANCE OF 112.14 FEET TO THE SOUTHEAST CORNER OF PARCEL 2-2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1215 OF SAID PUBLIC RECORDS; THENCE NORTH 59 DEGREES 52 MINUTES 11 SECONDS WEST ON THE SOUTHERLY LINE OF SAID PARCEL 2-2, A DISTANCE OF 206.94 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY AND BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PALMETTO BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 2 (TWO) COURSES AND DISTANCES:

1. SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 22 MINUTES 19 SECONDS, AN ARC DISTANCE OF 48.58 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 37 MINUTES 56 SECONDS WEST, 48.41 FEET TO A POINT OF REVERSE CURVATURE;
2. THENCE CONTINUE SOUTHWESTERLY ON THE ARC OF SAID REVERSE CURVE HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE 28 DEGREES 17 MINUTES 13 SECONDS, AN ARC DISTANCE OF 113.55 FEET TO A POINT OF NON-TANGENCY BEING THE SOUTHWEST CORNER OF SAID PARCEL 1-2;

THENCE SOUTH 74 DEGREES 28 MINUTES 28 SECONDS EAST ON THE SOUTHERLY LINE OF SAID PARCEL 1-2, A DISTANCE OF 156.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA AND CONTAINING A TOTAL NET AREA OF 0.537 ACRES MORE OR LESS (23,375 SQUARE FEET MORE OR LESS).

Legal Description

Alachua County Tax Parcel 05900-002-001

City of Alachua, Alachua County, Florida

(BY THIS SURVEYOR)

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TURKEY CREEK UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "J", PAGE 58 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER RUN SOUTH (60 FOOT RIGHT-OF-WAY) THE FOLLOWING 6 (SIX) COURSES AND DISTANCES:

1. NORTH 62 DEGREES 13 MINUTES 49 SECONDS EAST A DISTANCE OF 53.05 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE SOUTHWESTERLY;
2. THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 94 DEGREES 02 MINUTES 30 SECONDS, AN ARC DISTANCE OF 41.03 FEET TO A POINT OF NON-TANGENCY;
3. THENCE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 46.65 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2420 PAGE 1913 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING;
4. THENCE CONTINUE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 13.85 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY;
5. THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85 DEGREES 56 MINUTES 15 SECONDS AN ARC DISTANCE OF 37.50 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 15 MINUTES 41 SECONDS EAST, 34.08 FEET;
6. THENCE NORTH 62 DEGREES 13 MINUTES 49 SECONDS EAST, A DISTANCE OF 113.84 FEET TO A POINT ON THE CENTERLINE OF A CREEK;

THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES:

1. SOUTH 30 DEGREES 08 MINUTES 55 SECONDS EAST, A DISTANCE OF 36.66 FEET;
2. THENCE SOUTH 09 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 48.97 FEET;
3. THENCE SOUTH 52 DEGREES 49 MINUTES 47 SECONDS 33.65 FEET;
4. THENCE SOUTH 71 DEGREES 30 MINUTES 43 SECONDS EAST, A DISTANCE OF 43.12 FEET TO A POINT ON A NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1674, PAGE 2881 OF SAID PUBLIC RECORDS;

THENCE SOUTH 64 DEGREES 24 MINUTES 17 SECONDS WEST ON SAID NORTHERLY LINE, A DISTANCE OF 188.99 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2420 PAGE 1913 OF SAID PUBLIC RECORDS; THENCE NORTH 24 DEGREES 55 MINUTES 56 SECONDS WEST, ON THE EASTERLY LINE OF SAID PARCEL A DISTANCE OF 113.82 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA AND CONTAINING A TOTAL NET AREA OF 0.491 ACRES MORE OR LESS (21,381 SQUARE FEET MORE OR LESS).

(enclose self-addressed
stamped envelope)
Return to: A. Bice Hope, Esq.
Address: P.O. Box 5217
Gainesville,
Florida 32627
This Instrument Prepared by:
Name: N. FOREST HOPE
Address: 158 Turkey Creek
Alachua, FL 32615

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1921859 3 PGS
2003 MAR 31 02:25 PM BK 2634 PG 680
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK2 Receipt#132798
Doc State-Deed: 1.40
By: Debra M. Merkle D.C.

Property Appraiser Parcel Identification (Folio) Number(s):
05953-001-000

QUIT-CLAIM DEED

1500
1200
1120
THIS QUIT-CLAIM DEED, executed this 10th day of March, 2003, by CHADA SANDERS, whose post office address is 5060 Meadowbrook Lane, Tallahassee, Florida 32303, first party, to TURKEY CREEK, INC., a corporation existing under the laws of Florida, and having its principal place of business at 158 Turkey Creek, Alachua, FL 32615, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Alachua, State of Florida, to-wit:

All of that property described in Exhibit "B" attached hereto which is also described as part of Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in presence of:

WITNESSES:

SIGN: Michael Williams
PRINT: Michael Williams

SIGN: Chada Sanders
Chada Sanders

SIGN: Rannya Sanders
PRINT: Rannya Sanders

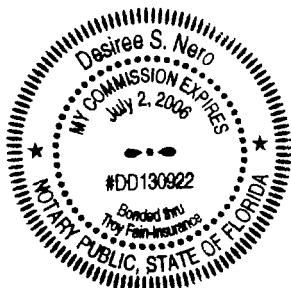
STATE OF FLORIDA:

SS:

COUNTY OF LEON:

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by **CHADA SANDERS**, and who is personally known to me or who has produced a _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of March, 2003.



NOTARY PUBLIC

Sign: Desiree S. Nero
Print: Desiree S. Nero

State of Florida at Large
My Commission Number: DD130922
My Commission Expires: 7-2-06

A parcel of land lying in the Fernandez Grant, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Begin at a concrete monument marked "LS 2742" as the Southwest corner of Lot 32, Block 1, Turkey Creek Unit No. 10, according to the plat thereof, as recorded in Plat Book "L", Page 26, of the Public Records of Alachua County, Florida, and run South 00 deg. 42 min. 41 sec. East along a Southerly extension of the West line of said Block 1, a distance of 117.68 feet to a concrete monument; thence North 67 deg. 40 min. 13 sec. West, 1592.95 feet to an iron axle; thence South 23 deg. 27 min. 51 sec. West, 345.69 feet to a concrete monument; thence South 62 deg. 34 min. 28 sec. East, a distance of 1612.18 feet; thence North 27 deg. 17 min. 16 sec. East, a distance of 132.24 feet; thence North 59 deg. 54 min. 20 sec. East, a distance of 23.34 feet; thence North 80 deg. 39 min. 30 sec. East, a distance of 43.44 feet; thence North 75 deg. 44 min. 37 sec. East, a distance of 136.60 feet; thence North 71 deg. 55 min. 17 sec. East, a distance of 184.33 feet; thence North 25 deg. 21 min. 01 sec. East a distance of 21.33 feet; thence South 75 deg. 38 min. 05 sec. East, a distance of 279.63 feet; thence North 89 deg. 12 min. 12 sec. East, a distance of 43.80 feet to a point on the West line of lands described in Official Records Book 1252, Page 560 of the Public Records of Alachua County, Florida; thence North 29 deg. 49 min. 57 sec. East along said West line, a distance of 328.66 feet to the Northwest corner of said lands; thence North 89 deg. 12 min. 04 sec. East along the North line of said lands, 183.97 feet to a concrete monument marked "LB 5075"; thence North 25 deg. 30 min. 30 sec. East along a line parallel with and 10 feet West as measured perpendicular to the West line of Lot 33 of Turkey Creek Unit No. 1 as per plat thereof recorded in Plat Book "J", Pages 2 and 3 of the Public Records of Alachua County, Florida, a distance of 303.78 feet to an iron rod marked "LS 4948" on the Southwesterly right of way line of Creek Drive (Cellon Circle South per Turkey Creek Unit No. 1, recorded in Plat Book "J", Pages 2 and 3 of said Public Records); said point lying on a curve concave Northeasterly, having a radius of 1905.00 feet, a central angle of 04 deg. 03 min. 44 sec. and a chord bearing and distance of North 62 deg. 09 min. 35 sec. West, 135.04 feet; thence Northwesterly along said curve and said Southwesterly right of way line, an arc distance of 135.07 feet to a concrete monument marked "LS 2742" at the end of said curve and the Southeast corner of said Plat of Turkey Creek Unit No. 10; thence North 60 deg. 07 min. 43 sec. West, along said Southwesterly right of way line, 59.10 feet to a concrete monument marked "LS 2742" at the beginning of a curve concave Northeasterly, having a radius of 525.00 feet and a central angle of 19 deg. 04 min. 44 sec.; thence Northwesterly along said curve and said Southwesterly right of way line, an arc distance of 174.82 feet to a concrete monument marked "LS 2742" at the end of said curve; thence North 41 deg. 03 min. 00 sec. West along said Southwesterly right of way line, 158.81 feet to a concrete monument marked "LS 2742" at the Easternmost corner of Lot 1, Block 10 of said Turkey Creek Unit No. 10; thence South 64 deg. 19 min. 00 sec. West, 165.85 feet to a concrete monument marked "LS 2742" at the Southwest corner of Lot 3, said Block 10; thence South 77 deg. 29 min. 42 sec. West, 96.69 feet to a concrete monument marked "LS 2742" at the Southwest corner of Lot 5, said Block 10; thence South 89 deg. 17 min. 19 sec. West, 156.34 feet to a concrete monument marked "LS 2742" at the Northeast corner of the common area, said Block 10, thence South 00 deg. 42 min. 41 sec. East, 410.00 feet to a concrete monument marked "LS 2742" at the Southeast corner of Lot 21, said Block 10; thence South 89 deg. 17 min. 19 sec. West along the South line of said Lot 21 and its Westerly extension, 150.00 feet to a concrete monument marked "LB 5075" on the Westerly right of way line of N. W. 74th Terrace (Pear Street per Turkey Creek Unit No. 10), thence North 00 deg. 42 min. 41 sec. West along said West right of way line, 17.75 feet to a concrete monument marked "LS 2742" at the Southeast corner of said Lot 32, Block 1; thence South 89 deg. 17 min. 19 sec. West, 100.00 feet to the Point of Beginning.

EXHIBIT "B"

Parcel #5953-01 (24 acres): Commence at the Southeast corner of A. Randall Land North 60° West 2220.2 feet to a stake in Cullen's Line in the SW corner of Randall's Land South 30° West 470.8 feet to stake on J. Mathus' NW corner, South 60° East 2220.2 feet to stake on J. Mathus' NE corner North 30° East 470.8 feet to Point of Beginning. D.B. 72/525, O.R. 186/556.

EXHIBIT "B"

PAGE 1 OF 1

(enclose self-addressed)
stamped envelope))
Return to: A. BICE HOPE, ESQ.)
Address: P.O. Box 5217)
Gainesville, FL)
32627)
This Instrument Prepared by:)
Name: A. BICE HOPE, ESQ.)
Address: P.O. Box 5217)
Gainesville, FL)
32627)

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2024139 3 PGS
2004 MAR 25 09:46 AM BK 2878 PG 1228
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK18 Receipt#182746
Doc Stamp-Deed: 0.70



Property Appraiser Parcel Identification (Folio) Number(s):

QUIT-CLAIM DEED

1500
70
1510
THIS QUIT-CLAIM DEED, executed this 12th day of March, 2004, by NORWOOD W. HOPE, a married person, first party, whose post office address is 158 Turkey Creek, Alachua, Florida 32615, to N HOPE FAMILY, LLC, a limited liability company existing under the laws of Florida, and having its principal place of business at 158 Turkey Creek, Alachua, Florida 32615, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Alachua, State of Florida, to-wit:

See attached Exhibit "A"

THIS PROPERTY IS NOT NOW NOR HAS IT EVER BEEN HOMESTEAD OF THE GRANTOR.

NOTE TO CLERK AND REVENUE DEPARTMENT: This instrument is a deed to a limited liability company from its members. The deed transfers title to the real estate interests in the same manner as the title to the membership interest is held. There is no indebtedness secured by a mortgage or lien on any of the real property interests involved. Accordingly, pursuant to TAA No 02B4-013, this deed is subject to only minimum documentary stamp tax.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in presence of:

Sign B. Thomas Faherty
Print B. Thomas Faherty
Sign Helen H. De Carlis
Print Helen H. De Carlis

Sign Norwood W. Hope
Print Norwood W. Hope
Sign _____
Print _____

STATE OF FLORIDA:
SS:
COUNTY OF ALACHUA:

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 12th day of March, 2004, by Norwood W. Hope, and who is personally known to me or who has produced a N/A as identification.

NOTARY PUBLIC:

Sign Helen H. De Carlis
Print Helen H. De Carlis
State of Florida at Large
My Commission Number: DD 200327
My Commission Expires: 4/7/06

TCI\HOPEFAM.QCD



EXHIBIT "A"

**LEGAL DESCRIPTION FOR DEED TO
N HOPE FAMILY, LLC**

All of the Grantors' right, title and interest in the following described realty, situate, lying and being in the County of Alachua, State of Florida, to wit:

Any and all realty situate, lying and being in Alachua County, Florida which may be determinable from the public records of Alachua County, Florida, excluding the realty described on Schedule I attached hereto.

SCHEDULE I

A PART OF THE FERNANDEZ GRANT IN TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 44 OF TURKEY CREEK UNIT NO. 2, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND RUN THENCE SOUTH 41 DEG. 00 MIN. 00 SEC. WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PALMETTO (60 FOOT RIGHT-OF-WAY) 106.00 FEET; THENCE SOUTH 64 DEG. 00 MIN. 00 SEC. EAST, 138.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 64 DEG. 00 MIN. 00 SEC. EAST, 20.00 FEET; THENCE NORTH 82 DEG. 23 MIN. 25 SEC. EAST, 233.23 FEET; THENCE SOUTH 16 DEG. 39 MIN. 59 SEC. WEST, 162.72 FEET; THENCE WEST 220.49 FEET; THENCE NORTH 02 DEG. 36 MIN. 09 SEC. WEST, 48.37 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 51 DEG. 19 MIN. 50 SEC.; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 35.84 FEET; THENCE NORTH 33 DEG. 41 MIN. 16 SEC. EAST, 66.02 FEET TO THE POINT OF BEGINNING.

(enclose self-addressed
stamped envelope)
Return to: A. Bice Hope, Esq.
Address: P.O. Box 5217
Gainesville,
Florida 32627
This Instrument Prepared by:
Name: N. FOREST HOPE
Address: 158 Turkey Creek
Alachua, FL 32615

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1921859 3 PGS
2003 MAR 31 02:25 PM BK 2634 PG 680
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK2 Receipt#132798
Doc State-Deed: 1.40
By: Debra M. Merkle D.C.

Property Appraiser Parcel Identification (Folio) Number(s):
05953-001-000

QUIT-CLAIM DEED

1500
1200
1100
THIS QUIT-CLAIM DEED, executed this 10th day of March, 2003, by CHADA SANDERS, whose post office address is 5060 Meadowbrook Lane, Tallahassee, Florida 32303, first party, to TURKEY CREEK, INC., a corporation existing under the laws of Florida, and having its principal place of business at 158 Turkey Creek, Alachua, FL 32615, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Alachua, State of Florida, to-wit:

All of that property described in Exhibit "B" attached hereto which is also described as part of Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in presence of:

WITNESSES:

SIGN: Michael Williams
PRINT: Michael Williams

SIGN: Chada Sanders
Chada Sanders

SIGN: Rannya Sanders
PRINT: Rannya Sanders

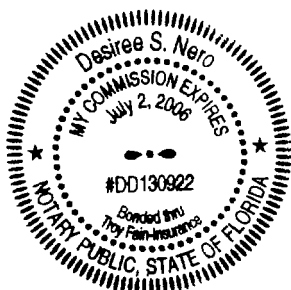
STATE OF FLORIDA:

SS:

COUNTY OF LEON:

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by **CHADA SANDERS**, and who is personally known to me or who has produced a _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of March, 2003.



NOTARY PUBLIC

Sign: Desiree S. Nero
Print: Desiree S. Nero

State of Florida at Large
My Commission Number: DD130922
My Commission Expires: 7-2-06

A parcel of land lying in the Fernandez Grant, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Begin at a concrete monument marked "LS 2742" as the Southwest corner of Lot 32, Block 1, Turkey Creek Unit No. 10, according to the plat thereof, as recorded in Plat Book "L", Page 26, of the Public Records of Alachua County, Florida, and run South 00 deg. 42 min. 41 sec. East along a Southerly extension of the West line of said Block 1, a distance of 117.68 feet to a concrete monument; thence North 67 deg. 40 min. 13 sec. West, 1592.95 feet to an iron axle; thence South 23 deg. 27 min. 51 sec. West, 345.69 feet to a concrete monument; thence South 62 deg. 34 min. 28 sec. East, a distance of 1612.18 feet; thence North 27 deg. 17 min. 16 sec. East, a distance of 132.24 feet; thence North 59 deg. 54 min. 20 sec. East, a distance of 23.34 feet; thence North 80 deg. 39 min. 30 sec. East, a distance of 43.44 feet; thence North 75 deg. 44 min. 37 sec. East, a distance of 136.60 feet; thence North 71 deg. 55 min. 17 sec. East, a distance of 184.33 feet; thence North 25 deg. 21 min. 01 sec. East a distance of 21.33 feet; thence South 75 deg. 38 min. 05 sec. East, a distance of 279.63 feet; thence North 89 deg. 12 min. 12 sec. East, a distance of 43.80 feet to a point on the West line of lands described in Official Records Book 1252, Page 560 of the Public Records of Alachua County, Florida; thence North 29 deg. 49 min. 57 sec. East along said West line, a distance of 328.66 feet to the Northwest corner of said lands; thence North 89 deg. 12 min. 04 sec. East along the North line of said lands, 183.97 feet to a concrete monument marked "LB 5075"; thence North 25 deg. 30 min. 30 sec. East along a line parallel with and 10 feet West as measured perpendicular to the West line of Lot 33 of Turkey Creek Unit No. 1 as per plat thereof recorded in Plat Book "J", Pages 2 and 3 of the Public Records of Alachua County, Florida, a distance of 303.78 feet to an iron rod marked "LS 4948" on the Southwesterly right of way line of Creek Drive (Cellon Circle South per Turkey Creek Unit No. 1, recorded in Plat Book "J", Pages 2 and 3 of said Public Records); said point lying on a curve concave Northeasterly, having a radius of 1905.00 feet, a central angle of 04 deg. 03 min. 44 sec. and a chord bearing and distance of North 62 deg. 09 min. 35 sec. West, 135.04 feet; thence Northwesterly along said curve and said Southwesterly right of way line, an arc distance of 135.07 feet to a concrete monument marked "LS 2742" at the end of said curve and the Southeast corner of said Plat of Turkey Creek Unit No. 10; thence North 60 deg. 07 min. 43 sec. West, along said Southwesterly right of way line, 59.10 feet to a concrete monument marked "LS 2742" at the beginning of a curve concave Northeasterly, having a radius of 525.00 feet and a central angle of 19 deg. 04 min. 44 sec.; thence Northwesterly along said curve and said Southwesterly right of way line, an arc distance of 174.82 feet to a concrete monument marked "LS 2742" at the end of said curve; thence North 41 deg. 03 min. 00 sec. West along said Southwesterly right of way line, 158.81 feet to a concrete monument marked "LS 2742" at the Easternmost corner of Lot 1, Block 10 of said Turkey Creek Unit No. 10; thence South 64 deg. 19 min. 00 sec. West, 165.85 feet to a concrete monument marked "LS 2742" at the Southwest corner of Lot 3, said Block 10; thence South 77 deg. 29 min. 42 sec. West, 96.69 feet to a concrete monument marked "LS 2742" at the Southwest corner of Lot 5, said Block 10; thence South 89 deg. 17 min. 19 sec. West, 156.34 feet to a concrete monument marked "LS 2742" at the Northeast corner of the common area, said Block 10, thence South 00 deg. 42 min. 41 sec. East, 410.00 feet to a concrete monument marked "LS 2742" at the Southeast corner of Lot 21, said Block 10; thence South 89 deg. 17 min. 19 sec. West along the South line of said Lot 21 and its Westerly extension, 150.00 feet to a concrete monument marked "LB 5075" on the Westerly right of way line of N. W. 74th Terrace (Pear Street per Turkey Creek Unit No. 10), thence North 00 deg. 42 min. 41 sec. West along said West right of way line, 17.75 feet to a concrete monument marked "LS 2742" at the Southeast corner of said Lot 32, Block 1; thence South 89 deg. 17 min. 19 sec. West, 100.00 feet to the Point of Beginning.

EXHIBIT "B"

Parcel #5953-01 (24 acres): Commence at the Southeast corner of A. Randall Land North 60° West 2220.2 feet to a stake in Cullen's Line in the SW corner of Randall's Land South 30° West 470.8 feet to stake on J. Mathus' NW corner, South 60° East 2220.2 feet to stake on J. Mathus' NE corner North 30° East 470.8 feet to Point of Beginning. D.B. 72/525, O.R. 186/556.

EXHIBIT "B"

PAGE 1 OF 1



2018 Roll Details — Real Estate Account At 11558 NW 67TH TER

Print this page

Real Estate Account #05900 160 060

Parcel details

Latest bill

View/Print full bill history

Pay All: \$760.72

2019	2018	2017	2016	...	2002
\$760.72 due	PAID	PAID	PAID		PAID

Apply for the 2020 Installment Payment Plan

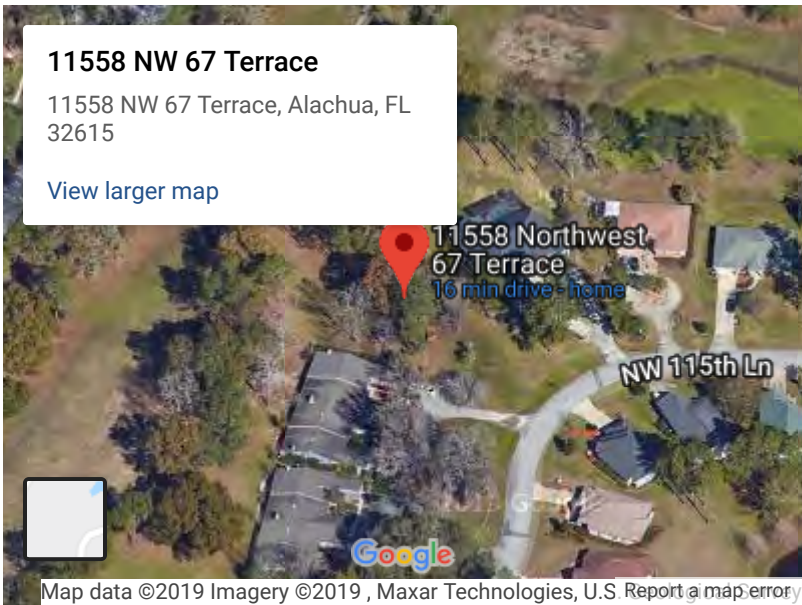
Get Bills by Email

PAID 2018-11-21 \$751.46
Receipt #18-0026028

Owner: N & J HOPE FAMILY LLC
158 TURKEY CREEK
ALACHUA, FL 32615
Situs: 11558 NW 67TH TER

Account number: 05900 160 060
Alternate Key: 1027554
Millage code: 1700
Millage rate: 22.5620

Assessed value: 31,000
School assessed value: 31,000
Unimproved land value: 31,000



Map data ©2019 Imagery ©2019, Maxar Technologies, U.S. Report @ map:errory

Location is not guaranteed to be accurate.

Property Appraiser

2018 Annual bill

View

Ad valorem: \$699.43
Non-ad valorem: \$83.34
Total Discountable: 782.77
No Discount NAVA: 0.00
Total tax: \$782.77

Legal description

TURKEY CREEK PARCEL 6-2 FKA PART OF LOTS 1-14,16-18,21,22,24,25,28-31 & 33-38 TURKEY CREEK UNIT 2 REPLAT R-66 VACATED PER RES R-97-5 PER OR 2089/0623) DESC AS: COM SW COR LOT 13 UNIT 2 N 11 DEG E 147.10 FT POB N 11 DEG E 115.03 FT N 31 DEG E 139.15 FT S 78 DEG E 172.51 FT W 57.80 FT S 13 DEG E 190.09 FT SWLY ALG CURVE 161.35 FT N 75 DEG W 235.26 FT POB (LESS PART OF LOT 11 & 12 PER OR 1992/ 2400)(LESS THAT PT OF LOT 11 & COMBINED W/5900-160-50 PER OR 2671/951) (LESS COM SW COR LOT 12 PB R-66 N 11 DEG E 115.03 FT N 31 DEG E 69.90 FT POB S 46 DEG E 284.35 FT NELY ALG CURVE 53.81 FT N 22 DEG W 215.82 FT N 78 DEG W 141.17 FT S 31 DEG W 69.25 FT POB PER OR 3267/0501) OR Location

Book, page, item: 3267-501-
Geo number: 28-08-19-05900160060
Range: 19
Township: 08
Section: 28
Neighborhood: 233328.03
Use code: 00000
Total acres: 0.700





2018 Roll Details — Real Estate Account At 10408 NW 59TH TER

Print this page

Real Estate Account #05900 002 001

Parcel details Latest bill View/Print full bill history

Pay All: \$760.72

2019	2018	2017	2016	...	2002
\$760.72 due	PAID	PAID	PAID		PAID

Apply for the 2020 Installment Payment Plan

Get Bills by Email

PAID 2018-11-21 \$751.46
Receipt #18-0026057

Owner: TURKEY CREEK INC
158 TURKEY CREEK
ALACHUA, FL 32615
Situs: 10408 NW 59TH TER

Account number: 05900 002 001
Alternate Key: 1027014
Millage code: 1700
Millage rate: 22.5620

Assessed value: 31,000
School assessed value: 31,000
Unimproved land value: 31,000



Property Appraiser

2018 Annual bill

View

Ad valorem: \$699.43
Non-ad valorem: \$83.34
Total Discountable: 782.77
No Discount NAVA: 0.00
Total tax: \$782.77

Legal description

COM AT THE SW COR OF TURKEY CREEK UNIT 3 N 62 DEG 47 MIN 08 SEC E 53.05 FT TO A CURVE SELY ALONG CURVE AN ARC LENGTH OF 41.03 FT TO SELY R/W NW 105TH AVE N 59 DEG 26 MIN 47 SEC E 46.65 FT TO POB CON'T N 59 DEG 26 MIN 47 SEC E 13.85 FT TO A CURVE NELY A LONG CURVE AN ARC LENGTH OF 37.51 FT N 62 DEG 47 MIN 08 SEC E 142.92 FT S 29 DEG 35 MIN 36 SEC E 37.16 FT S 09 DEG 24 MIN 34 SEC E 48.97 FT S 52 DEG 16 MIN 28 SEC E 33.65 FT S 70 DEG 57 MIN 24 SEC E 43.12 FT S 64 DEG 57 MIN 36 SEC W 188.99 FT N 24 DEG 22 MIN 37 SEC W 113.82 FT TO POB

Location

Book, page, item: 2634-680-
Geo number: 28-08-19-05900002001
Range: 19
Township: 08
Section: 28
Neighborhood: 233328.03
Use code: 00000
Total acres: 0.490





2018 Roll Details — Real Estate Account At Unassigned Location RE

Print this page

Real Estate Account #05900 160 010 Parcel details Latest bill View/Print full bill history

Pay All: \$760.72

2019	2018	2017	2016	...	2002
\$760.72 due	PAID	PAID	PAID		PAID

Apply for the 2020 Installment Payment Plan

Get Bills by Email

PAID 2018-11-21 \$751.46
Receipt #18-0026028

Owner: N & J HOPE FAMILY LLC
158 TURKEY CRK
ALACHUA, FL 32615-9572
Situs: Unassigned Location RE

Account number: 05900 160 010
Alternate Key: 1027546
Millage code: 1700
Millage rate: 22.5620

Assessed value: 31,000
School assessed value: 31,000
Unimproved land value: 31,000



Location is not guaranteed to be accurate.

Property Appraiser

2018 Annual bill

View

Ad valorem: \$699.43
Non-ad valorem: \$83.34
Total Discountable: 782.77
No Discount NAVA: 0.00
Total tax: \$782.77

Legal description

TURKEY CREEK PARCEL 1-2 FKA PART OF LOTS 1-14,16-18,21,22,24,25,28-31 & 33-38 TURKEY CREEK UNIT 2 REPLAT R-66 VACATED PER RES R-97-5 PER OR 2089/0623) DESC AS: COM SE COR LOT 1 OF TURKEY CREEK UNIT 2 POB N 31 DEG E 112.22 FT N 59 DEG W 206.04 FT SLY ALG CURVE 48.58 FT SWLY ALG CURVE 113.55 FT S 74 DEG E 155.38 FT POB OR 2878/1228

Location

Book, page, item: 2878-1228-
Geo number: 28-08-19-05900160010
Range: 19
Township: 08
Section: 28
Neighborhood: 233328.03
Use code: 00000
Total acres: 0.530





First American Title Insurance Company
2201 SE 30th Avenue, Suite 402
Ocala, FL 34471
Phone: (352)732-7911
Fax: (352)732-6809

**PROPERTY INFORMATION REPORT FOR THE FILING
OF A SUBDIVISION PLAT IN
ALACHUA County, Florida**

FATIC File No.: 2076-4540294

A search of the Public Records of ALACHUA County, Florida, through November 20, 2019 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of _____ in Sections 28 and 33-8S-19E (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deed of record was dated March 12, 2004 and recorded March 25, 2004 in Official Records Book 2878, Page 1228 (as to Parcels 1-2 and 6-2) and Warranty Deed dated November 25, 1975 and recorded December 23, 1975 in Official Records Book 979, Page 423 and Warranty Deed dated and recorded September 24, 1976 in Official Records Book 1025, Page 277 (as to Parcel B), Public Records of ALACHUA County, Florida.

B. The record title holder is N & J Hope Family, LLC, a Florida limited liability company, survivor by merger to N. Hope Family, LLC, Florida limited liability company (as to Parcels 1-2 and 6-2) and Turkey Creek, Inc., a Florida corporation (as to Parcel B) .

C. The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of _____ in Sections 28 and 33-8S-19E . (NOTE: Proposed plat has not been reviewed, thus not applicable.)

D. Unsatisfied mortgages or liens encumbering said property are as follows:

none

E. Underlying rights of way, easements or plats affecting said property are as follows:

see attached Exhibit "B"

F. Other information regarding said property includes:

see attached Exhibit "B"

G. 2019 Ad valorem taxes on said property are PAYABLE for Tax Parcel I. D. Number 05900-160-010 (Parcel 1-2), 05900-160-060 (Parcel 6-2); and 05900-002-001 (Parcel B).

**PROPERTY INFORMATION REPORT FOR THE FILING
OF A SUBDIVISION PLAT IN
ALACHUA County, Florida**

This property information report is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Alachua County Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing 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 in the property information report as the recipients of the property information report.

First American Title Insurance Company



By: _____
Authorized Signatory

Exhibit "A"

PARCEL 1-2

A PART OF LOT 1, TURKEY CREEK UNIT NO. 2, RECORDED IN PLAT BOOK "J", PAGE 40, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (NOW VACATED PER BOOK 2089, PAGE 623); LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 1, AND RUN NORTH $31^{\circ}52'32''$ EAST, ALONG THE EASTERLY LINE OF SAID LOT, 112.22 FEET; THENCE NORTH $59^{\circ}21'31''$ WEST 206.04 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PALMETTO BOULEVARD; SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF $16^{\circ}22'20''$, AND A CHORD BEARING AND DISTANCE OF SOUTH $07^{\circ}05'42''$ WEST 48.41 FEET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE, AN ARC DISTANCE OF 48.58 FEET TO A POINT OF REVERSE CURVATURE, OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF $28^{\circ}17'13''$, AND A CHORD BEARING AND DISTANCE OF SOUTH $13^{\circ}03'09''$ WEST 112.40 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE, AN ARC DISTANCE OF 113.55 FEET; THENCE SOUTH $74^{\circ}01'21''$ EAST 155.38 FEET TO THE POINT-OF-BEGINNING.

BEING MORE PARTICULARLY DESCRIBED BY SURVEYOR AS:

A PARCEL OF LAND LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1-2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2093, PAGE 1362 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE NORTH $31^{\circ}19'29''$ EAST ON THE EASTERLY LINE OF SAID PARCEL 1-2, A DISTANCE OF 112.14 FEET TO THE SOUTHEAST CORNER OF PARCEL 2-2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1215 OF SAID PUBLIC RECORDS; THENCE NORTH $59^{\circ}52'11''$ WEST ON THE SOUTHERLY LINE OF SAID PARCEL 2-2, A DISTANCE OF 206.94 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY AND BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PALMETTO BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 2 (TWO) COURSES AND DISTANCES:

1. SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 22 MINUTES 19 SECONDS, AN ARC DISTANCE OF 48.58 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH $06^{\circ}37'56''$ WEST, 48.41 FEET TO A POINT OF REVERSE CURVATURE;
2. THENCE CONTINUE SOUTHWESTERLY ON THE ARC OF SAID REVERSE CURVE HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE 28 DEGREES 17 MINUTES 13 SECONDS, AN ARC DISTANCE OF 113.55 FEET TO A POINT OF NON-TANGENCY BEING THE SOUTHWEST CORNER OF SAID PARCEL 1-2;

THENCE SOUTH $74^{\circ}28'28''$ EAST ON THE SOUTHERLY LINE OF SAID PARCEL 1-2, A DISTANCE OF 156.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA.

PARCEL 6-2

A PART OF LOTS 11, 12, AND 13, TURKEY CREEK UNIT NO. 2, RECORDED IN PLAT BOOK "J", PAGE 40, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (NOW VACATED PER BOOK 2089, PAGE 623); LYING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 13, AND RUN NORTH $11^{\circ}15'01''$ EAST 147.10

FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 11°15'01"EAST 115.03 FEET; THENCE NORTH 31°04'22"EAST 139.15 FEET; THENCE SOUTH 78°00'45"EAST 172.51 FEET; THENCE SOUTH 89°12'22"EAST 57.80 FEET; THENCE SOUTH 13°37'48"EAST 190.09 FEET TO THE NORTH RIGHT-OF-WAY LINE OF N.W. 115TH LANE; SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 51°21'33", AND A CHORD BEARING AND DISTANCE OF SOUTH 62°49'03"WEST 156.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE AN ARC DISTANCE OF 161.35 FEET; THENCE NORTH 75°28'20"WEST 235.26 FEET TO THE POINT-OF-BEGINNING. LESS AND EXCEPT THAT PORTION AS CONVEYED IN BOOK 1992, PAGE 2400; BOOK 2671, PAGE 951; AND BOOK 3267, PAGE 501 OF THE PUBLIC RECORDS OF SAID COUNTY.

BEING MORE PARTICULARLY DESCRIBED BY SURVEYOR AS:

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, "TURKEY CREEK UNIT NO. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "J", PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE NORTH 10 DEGREES 44 MINUTES 11 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 147.06 FEET TO THE SOUTHWESTERLY CORNER OF LOT 12, "A REPLAT OF A PORTION OF TURKEY CREEK UNIT NO. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "R", PAGE 66 OF SAID PUBLIC RECORDS (SAID LOT WAS VACATED BY RESOLUTION NO. R-97-5 AS RECORDED IN OFFICIAL RECORDS BOOK 2089, PAGE 623 OF SAID PUBLIC RECORDS) ALSO BEING THE NORTHWESTERLY CORNER OF THE COMMON AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 2189, PAGE 2159 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 10 DEGREES 44 MINUTES 11 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 115.01 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 32 SECONDS EAST, A DISTANCE OF 69.90 FEET TO THE MOST WESTERLY NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3267, PAGE 501 OF SAID PUBLIC RECORDS; THENCE SOUTH 47 DEGREES 30 MINUTES 01 SECONDS EAST ON THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 284.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BAHIA NORTH AS SHOWN ON SAID PLATS (BAHIA NORTH IS NOW KNOWN AS N.W. 67TH TERR. AND N.W. 115TH LANE); THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 180.00 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 10 MINUTES 07 SECONDS, AN ARC DISTANCE OF 53.94 FEET TO A POINT OF NON-TANGENCY BEING THE SOUTHEASTERLY CORNER OF SAID LOT 12 AND THE NORTHEAST CORNER OF SAID COMMON AREA PARCEL, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 14 MINUTES 59 SECONDS WEST, 53.73 FEET; THENCE NORTH 76 DEGREES 04 MINUTES 45 SECONDS WEST ON THE SOUTHERLY LINE OF SAID LOT 12 ALSO BEING THE NORTHERLY LINE OF SAID COMMON AREA, A DISTANCE OF 235.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA.

PARCEL B

A PART OR SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 38 OF TURKEY CREEK UNIT NO. 3 AS RECORDED IN PLAT BOOK J, PAGE 58 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND RUN SOUTH RUN SOUTH 14°47'20" WEST, ALONG THE WEST LINE THEREOF 70.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 38; THENCE SOUTH 67°20'59" WEST, 126.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 54°50'56" WEST, 24.42 FEET; THENCE NORTH 36°16'36" WEST, 51.17 FEET; THENCE NORTH 26°37'39" WEST, 70.07 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DEER RUN SOUTH AS SHOWN ON SAID PLAT; THENCE SOUTH 62°47'08" WEST, ALONG SAID RIGHT-OF-WAY LINE 78.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHEASTERLY AND HAVING A

RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°57'06", AN ARC DISTANCE OF 37.50 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 19°48'35" WEST, 34.08 FEET; THENCE SOUTH 59°26'47" WEST, 5.04 FEET; THENCE SOUTH 23°10'22" EAST, 114.44 FEET; THENCE NORTH 64°57'36" EAST, 135.62 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION AS CONVEYED IN BOOK 2503, PAGE 893 OF THE PUBLIC RECORDS OF SAID COUNTY.

BEING MORE PARTICULARLY DESCRIBED BY SURVEYOR AS:

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TURKEY CREEK UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "J", PAGE 58 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER RUN SOUTH (60 FOOT RIGHT-OF-WAY) THE FOLLOWING 6 (SIX) COURSES AND DISTANCES:

1. NORTH 62 DEGREES 13 MINUTES 49 SECONDS EAST A DISTANCE OF 53.05 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE SOUTHWESTERLY;
2. THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 94 DEGREES 02 MINUTES 30 SECONDS, AN ARC DISTANCE OF 41.03 FEET TO A POINT OF NON-TANGENCY;
3. THENCE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 46.65 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2420 PAGE 1913 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING;
4. THENCE CONTINUE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 13.85 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY;
5. THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85 DEGREES 56 MINUTES 15 SECONDS AN ARC DISTANCE OF 37.50 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 15 MINUTES 41 SECONDS EAST, 34.08 FEET;
6. THENCE NORTH 62 DEGREES 13 MINUTES 49 SECONDS EAST, A DISTANCE OF 88.45 FEET;

THENCE SOUTH 16 DEGREES 54 MINUTES 45 SECONDS EAST, A DISTANCE OF 71.20 FEET; THENCE SOUTH 41 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 54.03 FEET; THENCE SOUTH 53 DEGREES 52 MINUTES 10 SECONDS EAST, A DISTANCE OF 22.96 FEET TO A POINT ON THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1674, PAGE 2881 OF SAID PUBLIC RECORDS; THENCE SOUTH 64 DEGREES 24 MINUTES 17 SECONDS WEST ON SAID NORTHERLY LINE, A DISTANCE OF 142.14 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2420 PAGE 1913 OF SAID PUBLIC RECORDS; THENCE NORTH 24 DEGREES 55 MINUTES 56 SECONDS WEST, ON THE EASTERLY LINE OF SAID PARCEL A DISTANCE OF 113.82 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA.



THE GOOD LIFE COMMUNITY

FOR PLANNING USE ONLY

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

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

A. APPLICANT

1. Applicant's Status (check one):
☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Clay Sweger, AICP, LEED AP Title: Director of Planning
Company (if applicable): eda engineers-surveyors-planners, inc.
Mailing address: 2404 NW 43rd Street
City: Gainesville State: FL ZIP: 32606
Telephone: 352-373-3541 FAX: 352-373-7249 e-mail: csweger@edafl.com
3. If the applicant is agent for the property owner*:
Name of Owner (title holder): N&J Hope Family LLC/Turkey Creek, Inc.
Mailing Address: 158 Turkey Creek
City: Alachua State: FL ZIP: 32615

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

B. PROJECT

1. Project Name: Turkey Creek Replat
2. Address of Subject Property: 11558 NW 67th Terrace
3. Parcel ID Number(s): 05900-160-060 & 05900-160-010
4. Section 28 Township 08 Range 19 Grant N/A Acreage: 1.23 +/-
5. Existing Use of Property: Vacant Residential
6. Future Land Use Map Designation: Moderate Density Residential
7. Zoning Designation: PUD
8. Development Data (check all that apply):
☒ Single Family Residential Number of Units 3
☐ Multi-Family Residential Number of Units _____
☐ Exempt (see exempt developments on page 2)
9. Review Type:

Preliminary Development Order ☐ Comprehensive Plan Amendment ☐ Large Scale ☐ Small Scale ☐ Site Specific Amendment to the Official Zoning Atlas (Rezoning) ☐ Revised	Final Development Order ☐ Preliminary Plat ☒ Final Plat ☐ Site Plan
---	---
10. School Concurrency Service Areas (SCSA): Based on the project location, identify the corresponding SCSA for each school type. Maps of the SCSAs can be obtained from the Alachua County Growth Management Department Map Gallery by clicking on the "Public Schools" tab: http://growth-management.alachuacounty.us/gis_services/map_gallery/
Elementary: Irby/Alachua
Middle: Mebane
High: Santa Fe

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

Revised April 30, 2014

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

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

Student Generation Calculations: Single Family Residential Development

Elementary School	3	units	x	0.15	Elementary School Multiplier*	0	Student Stations**
Middle School	3	units	x	0.07	Middle School Multiplier*	0	Student Stations**
High School	3	units	x	0.09	High School Multiplier*	0	Student Stations**

Student Generation Calculations: Multi-Family Residential Development

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

* Student generation multipliers may be obtained from SBAC at:

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

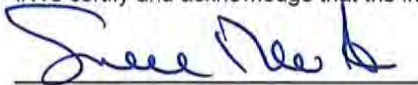
** Round to the nearest whole number

EXEMPT DEVELOPMENTS (check all that apply):

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

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

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



Signature of Applicant

Signature of Co-applicant

Sergio Reyes, PE

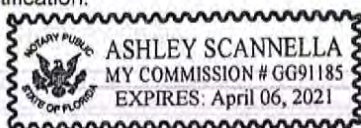
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 22nd day of November, 2019, by Sergio

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




Signature of Notary Public, State of Florida

Certification

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

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

Elementary SCSA: _____

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

Middle SCSA: _____

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

High SCSA: _____

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

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

☐ **Denied** for reasons stated: _____

☐ **Local Government Certification**

Approved by: _____

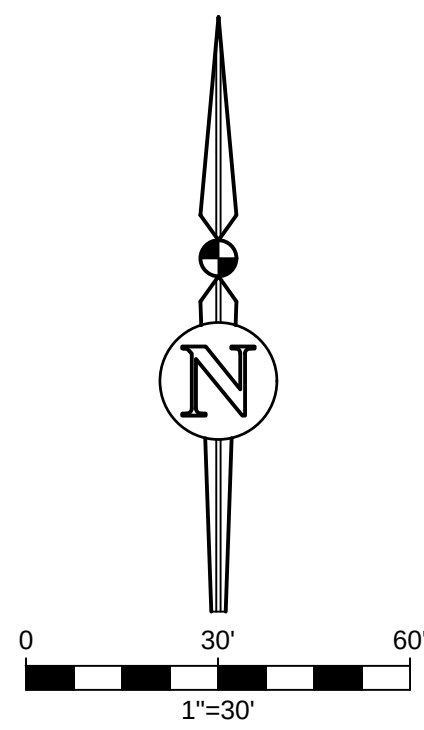
Date: _____

☐ **School Board Staff Certification**

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

Date: _____

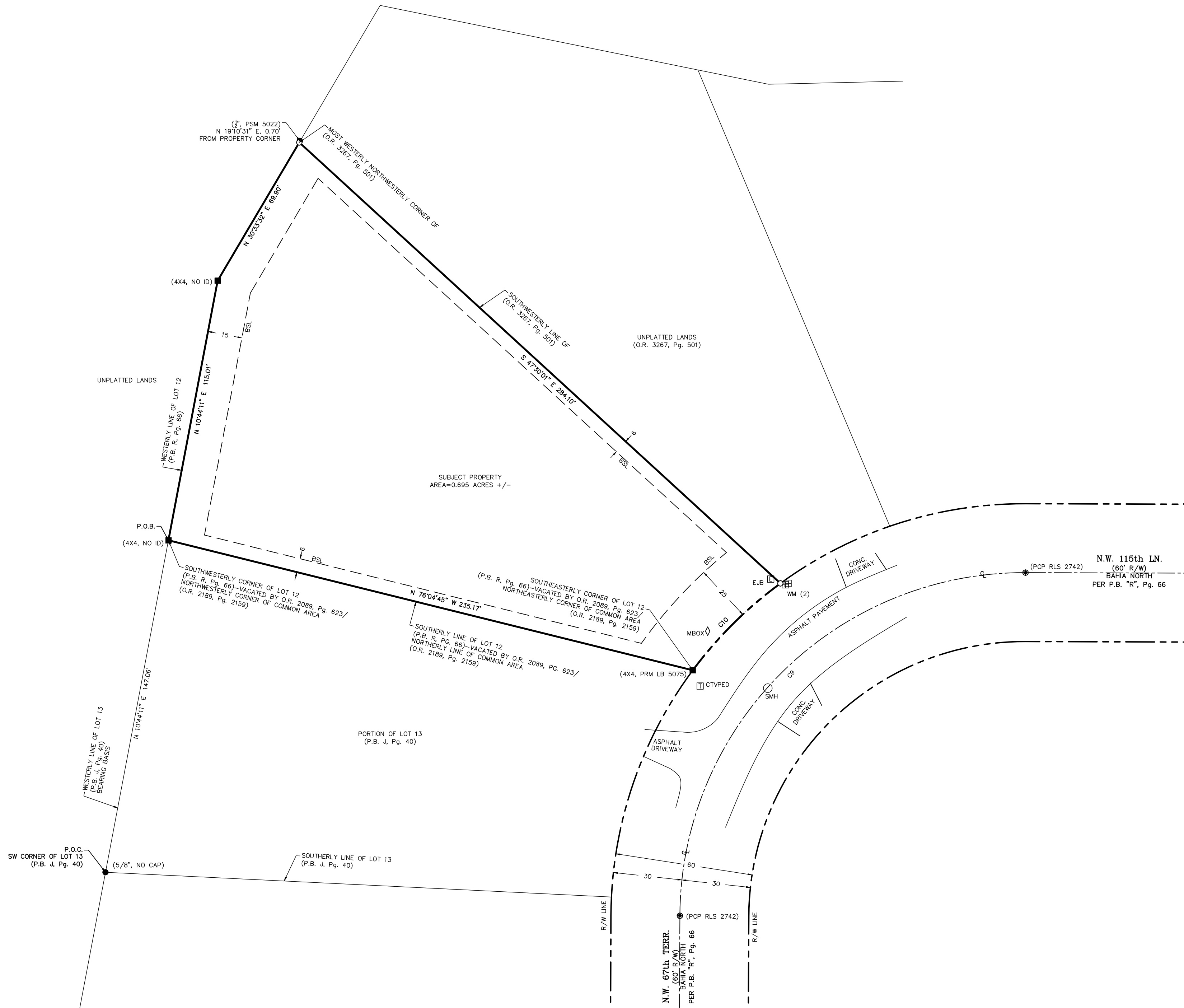
Plotted Feb 06, 2020 - 13:24:30 - aperaz \\SERVER3\survey\Projects\2019\2019-0117 (Turkey Creek)\2019-0117.dwg - NORTH PARCEL-A



BOUNDARY SURVEY

IN
SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
FOR
N&J HOPE FAMILY, LLC.

SHEET 1 OF 3



LEGAL DESCRIPTION:

(BY THIS SURVEYOR)
A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, "TURKEY CREEK UNIT No. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "J", PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE NORTH 10 DEGREES 44 MINUTES 11 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 147.06 FEET TO THE SOUTHWESTERLY CORNER OF LOT 12, "A REPLAT OF A PORTION OF TURKEY CREEK UNIT No. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "R", PAGE 66 OF SAID PUBLIC RECORDS (SAID LOT WAS VACATED BY RESOLUTION No. R-97-5 AS RECORDED IN OFFICIAL RECORDS BOOK 2089, PAGE 623 OF SAID PUBLIC RECORDS) ALSO BEING THE NORTHWESTERLY CORNER OF THE COMMON AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 2189, PAGE 2159 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 10 DEGREES 44 MINUTES 11 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 115.01 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 32 SECONDS EAST, A DISTANCE OF 69.90 FEET TO THE MOST WESTERLY NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3267, PAGE 501 OF SAID PUBLIC RECORDS; THENCE SOUTH 47 DEGREES 30 MINUTES 01 SECONDS EAST ON THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 284.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BAHIA NORTH AS SHOWN ON SAID PLATS (BAHIA NORTH IS NOW KNOWN AS N.W. 67th TERR. AND N.W. 115th LANE); THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 180.00 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 10 MINUTES 07 SECONDS, AN ARC DISTANCE OF 53.94 FEET TO A POINT OF NON-TANGENCY BEING THE SOUTHEASTERLY CORNER OF SAID LOT 12 AND THE NORTHEAST CORNER OF SAID COMMON AREA PARCEL, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 14 MINUTES 59 SECONDS WEST, 53.73 FEET; THENCE NORTH 76 DEGREES 04 MINUTES 45 SECONDS WEST ON THE SOUTHERLY LINE OF SAID LOT 12 ALSO BEING THE NORTHERLY LINE OF SAID COMMON AREA, A DISTANCE OF 235.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA AND CONTAINING A TOTAL NET AREA OF 0.695 ACRES MORE OR LESS (30,292 SQUARE FEET MORE OR LESS).

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 10°44'11" EAST ON THE WESTERLY LINE OF LOT 13, "TURKEY CREEK UNIT No. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK J, PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
- ALACHUA COUNTY PARCEL No. 05900-160-060
- THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THIS SURVEYOR TO REFLECT FIELD MEASURED DIMENSIONS.
- DISTANCES SHOWN HEREON ARE EXPRESSED IN U.S. SURVEY FEET AND WERE MEASURED ON A HORIZONTAL PLANE.
- ANY ADDITIONS, DELETIONS, OR ALTERATIONS MADE TO THE FACE OF ANY PAGE OF THIS SURVEY WITHOUT THE CONSENT OF THE SURVEYOR IN RESPONSIBLE CHARGE IS A VIOLATION OF 5J-17 F.A.C. AND WILL MAKE THIS SURVEY NULL AND VOID.
- THE OWNERSHIP OF FENCES, PERIMETER WALLS, AND/OR HEDGES IF SHOWN HEREON ARE NOT KNOWN AND THUS NOT LISTED AS ENCROACHMENTS. FENCES, HEDGES AND/OR PERIMETER WALLS ARE SHOWN IN THEIR RELATIVE POSITION TO THE BOUNDARY.
- NO UNDERGROUND UTILITIES HAVE BEEN FIELD LOCATED.
- 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.
- THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN A PORTION OF LOT 12, "A REPLAT OF A PORTION OF TURKEY CREEK UNIT No. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "R", PAGE 66 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA WHICH WAS VACATED BY RESOLUTION No. R-97-5 AS RECORDED IN OFFICIAL RECORDS BOOK 2089, PAGE 623 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
- THIS SURVEY CONSISTS OF 3 (THREE) SHEETS AND IS NOT VALID WITHOUT ALL 3 SHEETS.

LEGEND:

- BSL = BUILDING SETBACK LINE
- C = CENTERLINE
- CONC = CONCRETE
- Δ = DELTA (CENTRAL) ANGLE
- R = RADIUS
- L = ARC LENGTH
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- No. = NUMBER
- O.R. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- Pg. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- +/- = MORE OR LESS
- = FOUND REBAR & CAP (size, ID)
- = FOUND CONCRETE MONUMENT (size, ID)
- ⊙ = FOUND NAIL & DISK (ID)
- = SET 5/8" REBAR & CAP (PRM LB 2389)
- ⊠ EJB = ELECTRICAL JUNCTION BOX
- ⊠ TPEPD = TELEPHONE PEDESTAL
- ⊠ CTVPED = CABLE TELEVISION PEDESTAL
- ⊠ MBX = MAIL BOX
- ⊠ SMH = SANITARY MANHOLE
- ⊠ LT PL = LIGHT POLE

CURVE TABLE

CURVE	R	Δ	L	CB	CD
C9	150.00	89°56'02"	235.45	S 45°13'02" W	212.01
C10	180.00	17°10'07"	53.94	S 45°14'59" W	53.73

FLOOD INSURANCE RATE MAP STATEMENT

THE REAL PROPERTY SHOWN HEREON LIES WITHIN FLOOD INSURANCE RATE MAP NUMBER 12001C, COMMUNITY INSURANCE RATE MAP NUMBER 12001C, EFFECTIVE DATE: 11/02/18. SAID MAP DESCRIBES ZONE(S) X (UNSHADED) AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



eda engineers-surveyors-planners, inc.
183289 - FLORIDA 58464-4602
24th NW, 116th ST, GAINESVILLE, FL 32609
TEL: (352) 322-3541 FAX: (352) 372-7249
E-MAIL: mail@eda.com

Project No. 2019-0117
Survey Date 11/21/19
Drawing Completed
Reviewed

Prepared For: N&J HOPE FAMILY, LLC
By: ALEJANDRO PEREZ
Checked: ALEJANDRO PEREZ
Drawn: ALEJANDRO PEREZ
P.S.M. 6839

THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2019), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/20/19.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. COPYRIGHT © 2019

1003 26-37 Page 3

Sheet No.: V-001

11/20/19 Survey Date

11/21/19 Drawing Completed

11/21/19 Reviewed

Prepared For: 1) N&J HOPE FAMILY, LLC

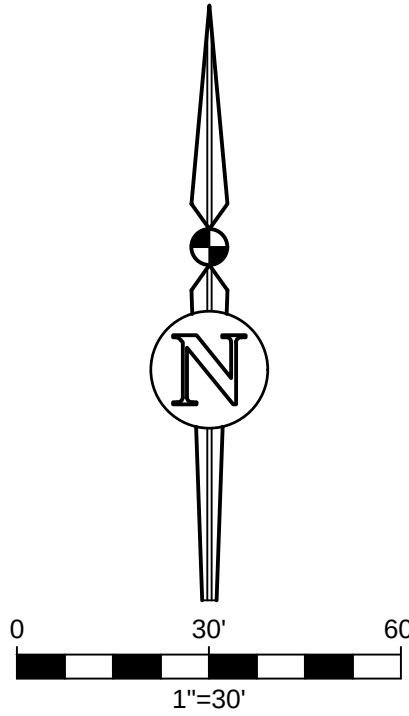
2) 3) 4)

THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2019), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/20/19.

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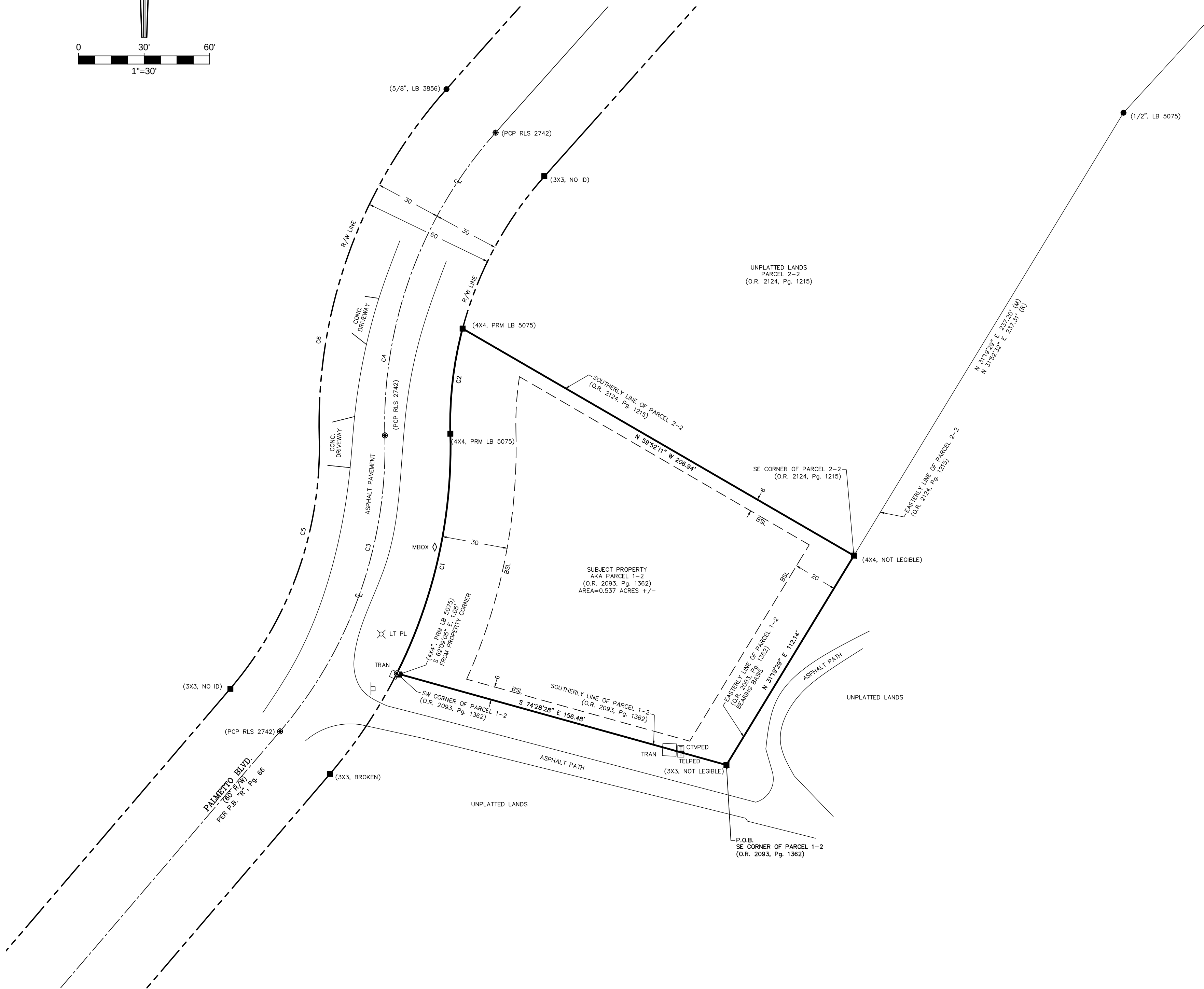
V-001

\\SERVER3\survey\Projects\2019-0117 (Turkey Creek)\2019-0117.dwg - MIDDLE PARCEL-B
Plotted Feb 06, 2020 - 13:24:30 - apercz



BOUNDARY SURVEY
IN THE
FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
FOR
N&J HOPE FAMILY, LLC.

SHEET 2 OF 3



CURVE TABLE

CURVE	R	Δ	L	CB	CD
C1	230.00	28°17'13"	113.55	S 12°35'23" W	112.40
C2	170.00	16°22'19"	48.58	S 06°37'56" W	48.41
C3	200.00	42°05'28"	146.93	N 19°29'31" E	143.64
C4	200.00	43°17'20"	151.11	N 20°05'27" E	147.54
C5	170.00	42°05'28"	124.89	N 19°29'31" E	122.10
C6	230.00	43°17'20"	173.77	N 20°05'27" E	169.67

LEGAL DESCRIPTION:

(PER OFFICIAL RECORDS BOOK 2093, PAGE 1362)

PARCEL 1-2

A PART OF LOT 1, TURKEY CREEK UNIT No. 2, RECORDED IN PLAT BOOK "J", PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 1, AND RUN NORTH 31 DEGREES 52 MINUTES 32 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT, 112.22 FEET; THENCE NORTH 59 DEGREES 21 MINUTES 31 SECONDS WEST, 208.04 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PALMETTO BOULEVARD; SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 22 MINUTES 20 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 07 DEGREES 05 MINUTES 42 SECONDS WEST, 48.41 FEET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE, AN ARC DISTANCE 48.58 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 28 DEGREES 17 MINUTES 13 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 03 MINUTES 09 SECONDS WEST, 112.40 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE, AN ARC DISTANCE OF 113.55 FEET; THENCE SOUTH 74 DEGREES 01 MINUTES 21 SECONDS EAST, 155.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.53 ACRES MORE OR LESS.

(BY THIS SURVEYOR)

A PARCEL OF LAND LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1-2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2093, PAGE 1362 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE NORTH 31 DEGREES 19 MINUTES 29 SECONDS EAST ON THE EASTERLY LINE OF SAID PARCEL 1-2, A DISTANCE OF 112.14 FEET TO THE SOUTHEAST CORNER OF PARCEL 2-2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1215 OF SAID PUBLIC RECORDS; THENCE NORTH 59 DEGREES 52 MINUTES 11 SECONDS WEST ON THE SOUTHERLY LINE OF SAID PARCEL 2-2, A DISTANCE OF 206.94 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY AND BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PALMETTO BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 2 (TWO) COURSES AND DISTANCES:

1) SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 22 MINUTES 19 SECONDS, AN ARC DISTANCE OF 48.58 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 37 MINUTES 56 SECONDS WEST, 48.41 FEET TO A POINT OF REVERSE CURVATURE;
2) THENCE CONTINUE SOUTHWESTERLY ON THE ARC OF SAID REVERSE CURVE HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE 28 DEGREES 17 MINUTES 13 SECONDS, AN ARC DISTANCE OF 113.55 FEET TO A POINT OF NON-TANGENCY BEING THE SOUTHWEST CORNER OF SAID PARCEL 1-2;

THENCE SOUTH 74 DEGREES 28 MINUTES 28 SECONDS EAST ON THE SOUTHERLY LINE OF SAID PARCEL 1-2, A DISTANCE OF 156.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA AND CONTAINING A TOTAL NET AREA OF 0.537 ACRES MORE OR LESS (23,375 SQUARE FEET MORE OR LESS).

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 31°19'29" EAST ON THE EASTERLY LINE OF PARCEL 1-2 AS RECORDED IN OFFICIAL RECORDS BOOK 2093, PAGE 1362 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
- ALACHUA COUNTY PARCEL No. 05900-160-010.
- THE LEGAL DESCRIPTIONS SHOWN HEREON REPRESENT THE SAME LAND DEPICTED AS LOT 1 OF "A REPLAT OF A PORTION OF TURKEY CREEK UNIT No. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "R", PAGE 66 OF THE PUBLIC RECORDS OF ALACHUA COUNTY WHICH WAS VACATED BY RESOLUTION No. R-97-5 AS RECORDED IN OFFICIAL RECORDS BOOK 2089, PAGE 623 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THE RECORDED LEGAL DESCRIPTION WAS MODIFIED BY THIS SURVEYOR TO REFLECT THE FIELD MEASURED DIMENSIONS OF SAID LOT.
- DISTANCES SHOWN HEREON ARE EXPRESSED IN U.S. SURVEY FEET AND WERE MEASURED ON A HORIZONTAL PLANE.
- ANY ADDITIONS, DELETIONS, OR ALTERATIONS MADE TO THE FACE OF ANY PAGE OF THIS SURVEY WITHOUT THE CONSENT OF THE SURVEYOR IN RESPONSIBLE CHARGE IS A VIOLATION OF 5J-17 F.A.C. AND WILL MAKE THIS SURVEY NULL AND VOID.
- THE OWNERSHIP OF FENCES, PERIMETER WALLS, AND/OR HEDGES IF SHOWN HEREON ARE NOT KNOWN AND THUS NOT LISTED AS ENCROACHMENTS. FENCES, HEDGES AND/OR PERIMETER WALLS ARE SHOWN IN THEIR RELATIVE POSITION TO THE BOUNDARY.
- NO UNDERGROUND UTILITIES HAVE BEEN FIELD LOCATED.
- 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.
- THIS SURVEY CONSISTS OF 3 (THREE) SHEETS AND IS NOT VALID WITHOUT ALL 3 SHEETS.

LEGEND:

- BSL = BUILDING SETBACK LINE
C = CENTERLINE
CONC = CONCRETE
Δ = DELTA (CENTRAL) ANGLE
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
CD = CHORD DISTANCE
(M) = MEASURED DIMENSION
(R) = RECORD DIMENSION
No. = NUMBER
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
Pg. = PAGE
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
TRAN = ELECTRICAL TRANSFORMER PAD
+/- = MORE OR LESS
● = FOUND REBAR & CAP (size, ID)
⊙ = SET NAIL & DISK (PRM LB 2389)
■ = FOUND CONCRETE MONUMENT (size, ID)
● = FOUND NAIL & DISK (ID)
☐ TELPED = TELEPHONE PEDESTAL
☐ CTVPED = CABLE TELEVISION PEDESTAL
X LT PL = LIGHT POLE
◇ MBOX = MAIL BOX

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 12001C; COMMUNITY NUMBER: 120664; PANEL: 0143E; EFFECTIVE DATE: 11/02/18; SAID MAP DESCRIBES ZONE(S) X (UNSHADED) AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



eda engineers-surveyors-planners, inc.
18289 E. 10th ST. GAINES, FLORIDA 32644-6602
TEL: 352/323-3541 FAX: 352/372-7249
E-MAIL: mail@eda.com

Project No. 2019-0117
Drawing No. 2
Scale: AS SHOWN
Date: 11/21/19

Surveyor: N&J HOPE FAMILY, LLC
Prepared For: N&J HOPE FAMILY, LLC
Check: []
Draw: []
Plot: []
Sign: []
Seal: []
Stamp: []
Title: []
Date: 11/21/19

1003
Page 26-37
Filebook

11/20/19
Survey Date
Drawing Completed
Revised

11/21/19

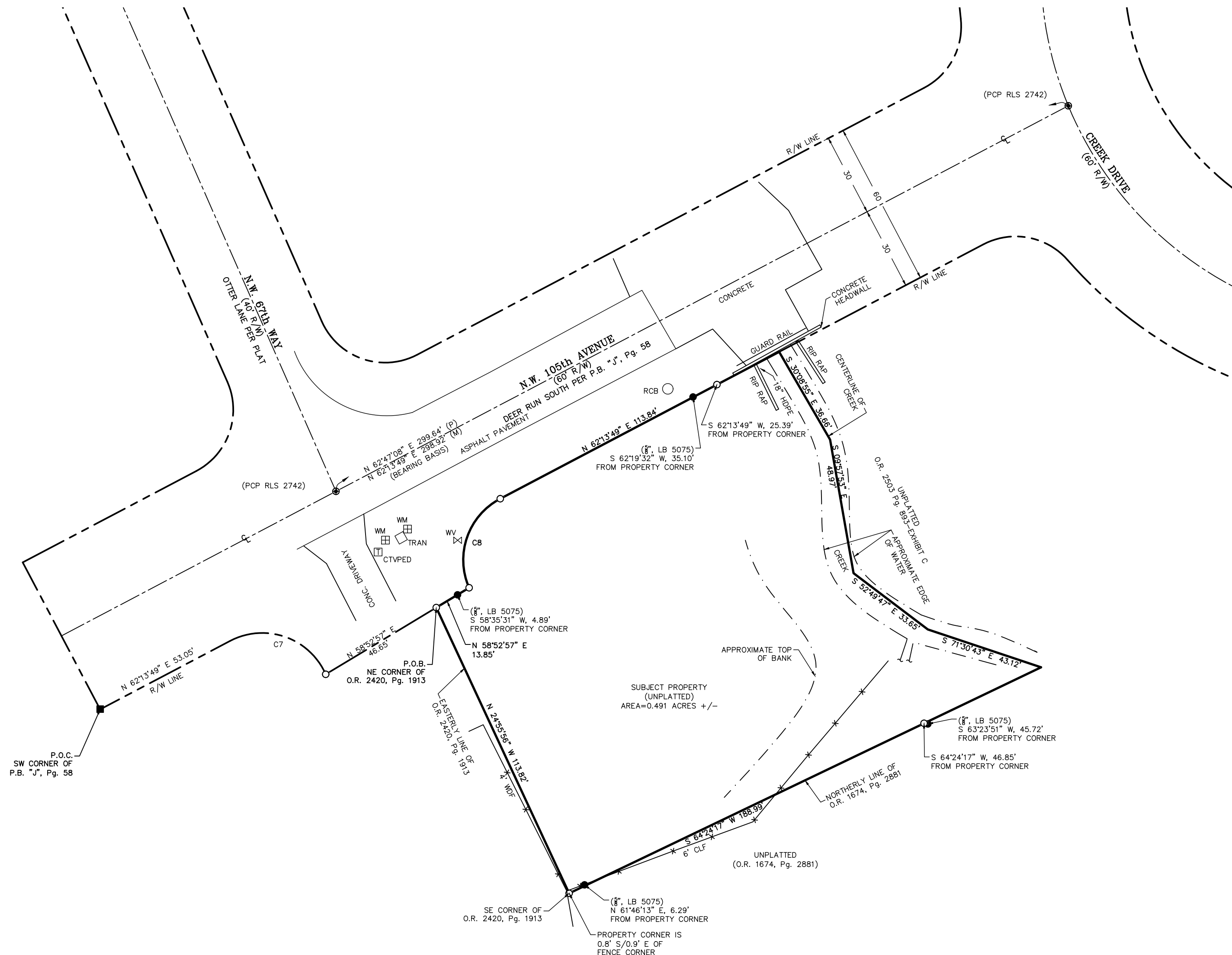
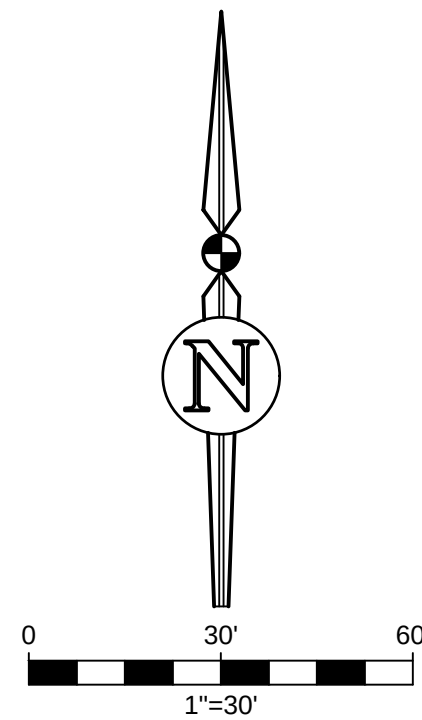
PREPARED FOR: N&J HOPE FAMILY, LLC

THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2019), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 11/20/19.

Sheet No.:

V-002

IN
SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
FOR
N&J HOPE FAMILY, LLC.



(BY THIS SURVEYOR)
A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TURKEY CREEK UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "J", PAGE 58 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER RUN SOUTH (60 FOOT RIGHT-OF-WAY) THE FOLLOWING 6 (SIX) COURSES AND DISTANCES:

1. NORTH 62 DEGREES 13 MINUTES 49 SECONDS EAST A DISTANCE OF 53.05 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE SOUTHWESTERLY;
2. THENCE CONTINUE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 46.65 FEET, THROUGH A CENTRAL ANGLE OF 94 DEGREES 02 MINUTES 30 SECONDS, AN ARC DISTANCE OF 41.03 FEET TO A POINT OF NON-TANGENCY;
3. THENCE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 46.65 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 2420 PAGE 1913 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING;
4. THENCE CONTINUE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 13.85 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTWARD;
5. THENCE CONTINUE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85 DEGREES 56 MINUTES 15 SECONDS AN ARC DISTANCE OF 37.50 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 15 MINUTES 41 SECONDS EAST, 34.08 FEET;
6. THENCE CONTINUE NORTH 62 DEGREES 13 MINUTES 49 SECONDS EAST, A DISTANCE OF 113.84 FEET TO A POINT ON THE CENTERLINE OF A CREEK;

THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES:

1. SOUTH 30 DEGREES 08 MINUTES 55 SECONDS EAST, A DISTANCE OF 36.66 FEET;
2. THENCE SOUTH 09 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 48.97 FEET;
3. THENCE SOUTH 52 DEGREES 49 MINUTES 47 SECONDS 33.65 FEET;
4. THENCE SOUTH 71 DEGREES 30 MINUTES 43 SECONDS EAST, A DISTANCE OF 43.12 FEET TO A POINT ON A NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1674, PAGE 2881 OF SAID PUBLIC RECORDS;

THENCE SOUTH 64 DEGREES 24 MINUTES 17 SECONDS WEST ON SAID NORTHERLY LINE, A DISTANCE OF 188.99 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2420 PAGE 1913 OF SAID PUBLIC RECORDS; THENCE NORTH 24 DEGREES 55 MINUTES 56 SECONDS WEST, ON THE EASTERLY LINE OF SAID PARCEL A DISTANCE OF 113.82 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA AND CONTAINING A TOTAL NET AREA OF 0.491 ACRES MORE OR LESS (21,381 SQUARE FEET MORE OR LESS).

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 62°13'49" EAST ON THE CENTERLINE OF N.W. 105th AVENUE (DEER RUN SOUTH PER PLAT).
2. ALACHUA COUNTY PARCEL No. 05900-002-001
3. THE LEGAL DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR. THERE WAS NO RECORDED LEGAL DESCRIPTION OF THIS PARCEL MADE AVAILABLE AT THE TIME OF SURVEY.
4. DISTANCES SHOWN HEREON ARE EXPRESSED IN U.S. SURVEY FEET AND WERE MEASURED ON A HORIZONTAL PLANE.
5. ANY ADDITIONS, DELETIONS, OR ALTERATIONS MADE TO THE FACE OF ANY PAGE OF THIS SURVEY WITHOUT THE CONSENT OF THE SURVEYOR IN RESPONSIBLE CHARGE IS A VIOLATION OF 5J-17 F.A.C. WILL MAKE THIS SURVEY NULL AND VOID.
6. THE OWNERSHIP OF FENCES, PERIMETER WALLS, AND/OR HEDGES IF SHOWN HEREON ARE NOT KNOWN AND THUS NOT LISTED AS ENCROACHMENTS. FENCES, HEDGES AND/OR PERIMETER ARE SHOWN IN THEIR RELATIVE POSITION TO THE BOUNDARY.
7. NO UNDERGROUND UTILITIES HAVE BEEN FIELD LOCATED.
8. 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.
9. THIS SURVEY CONSISTS OF 3 (THREE) SHEETS AND IS NOT VALID WITHOUT ALL 3 SHEETS.

BSL = BUILDING SETBACK LINE
 C = CENTERLINE
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 ○ = SET 5/8" REBAR & CAP (PRM LB 2389)
 ⊙ = FOUND CONCRETE MONUMENT (size, ID)
 ⊗ = FOUND NAIL & DISK (ID)
 ☎ TELPED = TELEPHONE PEDESTAL
 ☎ TVPED = CABLE TELEVISION PEDESTAL
 BW = WATER METER
 W = FENCE LINE
 ○ RCB = ROUND CATCH BASIN

CURVE	R	Δ	L	CB	CD
C7	25.00	94°02'30"	41.03	S 70°44'56" E	36.58
C8	25.00	85°56'15"	37.50	N 19°15'41" E	34.08



First American Title Insurance Company
2201 SE 30th Avenue, Suite 402
Ocala, FL 34471
Phone: (352)732-7911
Fax: (352)732-6809

**PROPERTY INFORMATION REPORT FOR THE FILING
OF A SUBDIVISION PLAT IN
ALACHUA County, Florida**

FATIC File No.: 2076-4540294

A search of the Public Records of ALACHUA County, Florida, through November 20, 2019 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of _____ in Sections 28 and 33-8S-19E (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deed of record was dated March 12, 2004 and recorded March 25, 2004 in Official Records Book 2878, Page 1228 (as to Parcels 1-2 and 6-2) and Warranty Deed dated November 25, 1975 and recorded December 23, 1975 in Official Records Book 979, Page 423 and Warranty Deed dated and recorded September 24, 1976 in Official Records Book 1025, Page 277 (as to Parcel B), Public Records of ALACHUA County, Florida.

B. The record title holder is N & J Hope Family, LLC, a Florida limited liability company, survivor by merger to N. Hope Family, LLC, Florida limited liability company (as to Parcels 1-2 and 6-2) and Turkey Creek, Inc., a Florida corporation (as to Parcel B) .

C. The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of _____ in Sections 28 and 33-8S-19E . (NOTE: Proposed plat has not been reviewed, thus not applicable.)

D. Unsatisfied mortgages or liens encumbering said property are as follows:

none

E. Underlying rights of way, easements or plats affecting said property are as follows:

see attached Exhibit "B"

F. Other information regarding said property includes:

see attached Exhibit "B"

G. 2019 Ad valorem taxes on said property are PAYABLE for Tax Parcel I. D. Number 05900-160-010 (Parcel 1-2), 05900-160-060 (Parcel 6-2); and 05900-002-001 (Parcel B).

**PROPERTY INFORMATION REPORT FOR THE FILING
OF A SUBDIVISION PLAT IN
ALACHUA County, Florida**

This property information report is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Alachua County Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing 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 in the property information report as the recipients of the property information report.

First American Title Insurance Company



By: _____
Authorized Signatory

Exhibit "A"

PARCEL 1-2

A PART OF LOT 1, TURKEY CREEK UNIT NO. 2, RECORDED IN PLAT BOOK "J", PAGE 40, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (NOW VACATED PER BOOK 2089, PAGE 623); LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 1, AND RUN NORTH $31^{\circ}52'32''$ EAST, ALONG THE EASTERLY LINE OF SAID LOT, 112.22 FEET; THENCE NORTH $59^{\circ}21'31''$ WEST 206.04 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PALMETTO BOULEVARD; SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF $16^{\circ}22'20''$, AND A CHORD BEARING AND DISTANCE OF SOUTH $07^{\circ}05'42''$ WEST 48.41 FEET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE, AN ARC DISTANCE OF 48.58 FEET TO A POINT OF REVERSE CURVATURE, OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF $28^{\circ}17'13''$, AND A CHORD BEARING AND DISTANCE OF SOUTH $13^{\circ}03'09''$ WEST 112.40 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE, AN ARC DISTANCE OF 113.55 FEET; THENCE SOUTH $74^{\circ}01'21''$ EAST 155.38 FEET TO THE POINT-OF-BEGINNING.

BEING MORE PARTICULARLY DESCRIBED BY SURVEYOR AS:

A PARCEL OF LAND LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1-2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2093, PAGE 1362 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE NORTH $31^{\circ}19'29''$ EAST ON THE EASTERLY LINE OF SAID PARCEL 1-2, A DISTANCE OF 112.14 FEET TO THE SOUTHEAST CORNER OF PARCEL 2-2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2124, PAGE 1215 OF SAID PUBLIC RECORDS; THENCE NORTH $59^{\circ}52'11''$ WEST ON THE SOUTHERLY LINE OF SAID PARCEL 2-2, A DISTANCE OF 206.94 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY AND BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PALMETTO BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 2 (TWO) COURSES AND DISTANCES:

1. SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 22 MINUTES 19 SECONDS, AN ARC DISTANCE OF 48.58 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH $06^{\circ}37'56''$ WEST, 48.41 FEET TO A POINT OF REVERSE CURVATURE;
2. THENCE CONTINUE SOUTHWESTERLY ON THE ARC OF SAID REVERSE CURVE HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE 28 DEGREES 17 MINUTES 13 SECONDS, AN ARC DISTANCE OF 113.55 FEET TO A POINT OF NON-TANGENCY BEING THE SOUTHWEST CORNER OF SAID PARCEL 1-2;

THENCE SOUTH $74^{\circ}28'28''$ EAST ON THE SOUTHERLY LINE OF SAID PARCEL 1-2, A DISTANCE OF 156.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA.

PARCEL 6-2

A PART OF LOTS 11, 12, AND 13, TURKEY CREEK UNIT NO. 2, RECORDED IN PLAT BOOK "J", PAGE 40, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (NOW VACATED PER BOOK 2089, PAGE 623); LYING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 13, AND RUN NORTH $11^{\circ}15'01''$ EAST 147.10

FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 11°15'01"EAST 115.03 FEET; THENCE NORTH 31°04'22"EAST 139.15 FEET; THENCE SOUTH 78°00'45"EAST 172.51 FEET; THENCE SOUTH 89°12'22"EAST 57.80 FEET; THENCE SOUTH 13°37'48"EAST 190.09 FEET TO THE NORTH RIGHT-OF-WAY LINE OF N.W. 115TH LANE; SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 51°21'33", AND A CHORD BEARING AND DISTANCE OF SOUTH 62°49'03"WEST 156.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE AN ARC DISTANCE OF 161.35 FEET; THENCE NORTH 75°28'20"WEST 235.26 FEET TO THE POINT-OF-BEGINNING.
LESS AND EXCEPT THAT PORTION AS CONVEYED IN BOOK 1992, PAGE 2400; BOOK 2671, PAGE 951; AND BOOK 3267, PAGE 501 OF THE PUBLIC RECORDS OF SAID COUNTY.

BEING MORE PARTICULARLY DESCRIBED BY SURVEYOR AS:

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, "TURKEY CREEK UNIT NO. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "J", PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE NORTH 10 DEGREES 44 MINUTES 11 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 147.06 FEET TO THE SOUTHWESTERLY CORNER OF LOT 12, "A REPLAT OF A PORTION OF TURKEY CREEK UNIT NO. 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "R", PAGE 66 OF SAID PUBLIC RECORDS (SAID LOT WAS VACATED BY RESOLUTION NO. R-97-5 AS RECORDED IN OFFICIAL RECORDS BOOK 2089, PAGE 623 OF SAID PUBLIC RECORDS) ALSO BEING THE NORTHWESTERLY CORNER OF THE COMMON AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 2189, PAGE 2159 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 10 DEGREES 44 MINUTES 11 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 115.01 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 32 SECONDS EAST, A DISTANCE OF 69.90 FEET TO THE MOST WESTERLY NORTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3267, PAGE 501 OF SAID PUBLIC RECORDS; THENCE SOUTH 47 DEGREES 30 MINUTES 01 SECONDS EAST ON THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 284.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BAHIA NORTH AS SHOWN ON SAID PLATS (BAHIA NORTH IS NOW KNOWN AS N.W. 67TH TERR. AND N.W. 115TH LANE); THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 180.00 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 10 MINUTES 07 SECONDS, AN ARC DISTANCE OF 53.94 FEET TO A POINT OF NON-TANGENCY BEING THE SOUTHEASTERLY CORNER OF SAID LOT 12 AND THE NORTHEAST CORNER OF SAID COMMON AREA PARCEL, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 14 MINUTES 59 SECONDS WEST, 53.73 FEET; THENCE NORTH 76 DEGREES 04 MINUTES 45 SECONDS WEST ON THE SOUTHERLY LINE OF SAID LOT 12 ALSO BEING THE NORTHERLY LINE OF SAID COMMON AREA, A DISTANCE OF 235.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA.

PARCEL B

A PART OR SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 38 OF TURKEY CREEK UNIT NO. 3 AS RECORDED IN PLAT BOOK J, PAGE 58 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND RUN SOUTH RUN SOUTH 14°47'20" WEST, ALONG THE WEST LINE THEREOF 70.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 38; THENCE SOUTH 67°20'59" WEST, 126.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 54°50'56" WEST, 24.42 FEET; THENCE NORTH 36°16'36" WEST, 51.17 FEET; THENCE NORTH 26°37'39" WEST, 70.07 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DEER RUN SOUTH AS SHOWN ON SAID PLAT; THENCE SOUTH 62°47'08" WEST, ALONG SAID RIGHT-OF-WAY LINE 78.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHEASTERLY AND HAVING A

RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°57'06", AN ARC DISTANCE OF 37.50 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 19°48'35" WEST, 34.08 FEET; THENCE SOUTH 59°26'47" WEST, 5.04 FEET; THENCE SOUTH 23°10'22" EAST, 114.44 FEET; THENCE NORTH 64°57'36" EAST, 135.62 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION AS CONVEYED IN BOOK 2503, PAGE 893 OF THE PUBLIC RECORDS OF SAID COUNTY.

BEING MORE PARTICULARLY DESCRIBED BY SURVEYOR AS:

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TURKEY CREEK UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "J", PAGE 58 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER RUN SOUTH (60 FOOT RIGHT-OF-WAY) THE FOLLOWING 6 (SIX) COURSES AND DISTANCES:

1. NORTH 62 DEGREES 13 MINUTES 49 SECONDS EAST A DISTANCE OF 53.05 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE SOUTHWESTERLY;
2. THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 94 DEGREES 02 MINUTES 30 SECONDS, AN ARC DISTANCE OF 41.03 FEET TO A POINT OF NON-TANGENCY;
3. THENCE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 46.65 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2420 PAGE 1913 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING;
4. THENCE CONTINUE NORTH 58 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 13.85 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY;
5. THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85 DEGREES 56 MINUTES 15 SECONDS AN ARC DISTANCE OF 37.50 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 15 MINUTES 41 SECONDS EAST, 34.08 FEET;
6. THENCE NORTH 62 DEGREES 13 MINUTES 49 SECONDS EAST, A DISTANCE OF 88.45 FEET;

THENCE SOUTH 16 DEGREES 54 MINUTES 45 SECONDS EAST, A DISTANCE OF 71.20 FEET; THENCE SOUTH 41 DEGREES 08 MINUTES 25 SECONDS EAST, A DISTANCE OF 54.03 FEET; THENCE SOUTH 53 DEGREES 52 MINUTES 10 SECONDS EAST, A DISTANCE OF 22.96 FEET TO A POINT ON THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1674, PAGE 2881 OF SAID PUBLIC RECORDS; THENCE SOUTH 64 DEGREES 24 MINUTES 17 SECONDS WEST ON SAID NORTHERLY LINE, A DISTANCE OF 142.14 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2420 PAGE 1913 OF SAID PUBLIC RECORDS; THENCE NORTH 24 DEGREES 55 MINUTES 56 SECONDS WEST, ON THE EASTERLY LINE OF SAID PARCEL A DISTANCE OF 113.82 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA.

THE MASTER DECLARATION FOR TURKEY CREEK

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- 1.03 Prior Declarations Superseded

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THE MASTER DECLARATION FOR TURKEY CREEK

This Declaration is made by Turkey Creek, Inc., a Florida corporation ("Developer") on October 26, 1982.

RECITALS

Some or all of the Development Area (which is legally described in Exhibit A hereto) shall be the subject of a phased residential development by Developer called "Turkey Creek" (the "Development"). The Development shall include residential units, parking areas, green space, walkways, driveways, creeks and lakes and may include recreational facilities.

Prior to the Recording of this document, the Developer recorded the Prior Declarations with respect to portions of the Premises. In each of the Prior Declarations, the Developer reserved the right to modify the Prior Declarations. The purpose of this document is to modify the Prior Declarations in order to permit lenders which make mortgage loans on homes in the Development to sell those loans in the secondary mortgage market.

From time to time the Developer may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Eleven. Nothing in this Declaration shall be construed to require the Developer to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Portions of the Premises, including, without limitation, private roads, open areas, and improvements located above and below the ground, shall be designated herein as "Community Area". The Community Area shall be maintained for the common use and enjoyment of all residents of the Development. Each Owner of a Unit shall be assessed to pay his share of the cost of the maintenance of the Community Area as further provided in Article Nine hereof.

Portions of the Premises may be designated herein as a Neighborhood, and a portion of a Neighborhood may be designated herein as a Neighborhood Area. Each Owner of a Unit located within a particular Neighborhood shall be assessed to pay his share of the cost of the maintenance of his Neighborhood Area as further provided in Article Nine hereof.

In order to provide for the orderly and proper administration and maintenance of the Community Area and Neighborhood Areas and for the architectural control of the Units, the Developer has formed the Master Association under the Florida General Not-For-Profit Corporation Act. The Master Association shall have the responsibility for administering and maintaining the Community Area and Neighborhood Areas, and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. The administration and maintenance of the Community Area and Neighborhood Areas by the Master Association shall at all times be subject to this Declaration and all of the rights and easements provided for the Owners in this Declaration.

Each Owner of a Unit shall be a member of the Master Association and may also be a member of a Residential Association whose responsibilities include the administration of the building which includes his Unit.

During the construction and marketing of Units in the Development, the Developer shall retain certain rights set forth in this Declaration, which rights shall include the right to appoint all members of the Master Association Board and the sole right to vote at any meeting of the members, as more fully described in Article Twelve.

NOW, THEREFORE, the Developer hereby modifies and amplifies the Prior Declarations and restates the Prior Declarations, as modified and amplified, to be and read in their entirety, as follows:

ARTICLE ONE Intent

1.01 GENERAL PURPOSE: The primary purposes of the Master Association are to: (a) provide maintenance, repair and replacement of the Community Area and Neighborhood Areas; (b) review and approve proposed construction or alterations on any part of the Premises; (c) adopt and enforce restrictions, covenants, rules, regulations, and conditions relating to the use and occupancy of the Premises; and (d) to levy and collect assessments from Owners to pay the cost of performing the foregoing.

1.02 OTHER DECLARATIONS: In the past the Developer has and from time to time in the future the Developer or other owners of portions of the Premises may Record a declaration (which may be a condominium declaration) which contains covenants, conditions, restrictions and easements which shall run with and bind the portion of the Premises made subject to that declaration in addition to the provisions of this Declaration. In the event of a conflict between the terms of this Declaration and the terms of any such other declaration, the terms of this Declaration shall govern.

1.03 PRIOR DECLARATIONS SUPERSEDED: This Declaration modifies, restates and expressly supersedes the Prior Declarations, as well as all restrictions previously superseded by the Prior Declarations. This Declaration is not intended to and does not supersede the First Compilation of and Amendment to Declaration of Covenants, Conditions and Restrictions Relating to Turkey Creek Club Villa Owners Association, Inc., Recorded on December 31, 1981 in O. R. Book 139, Pages 953-992, as amended, supplemented or restated from time to time.

ARTICLE TWO Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

2.01 APPRAISED VALUE: The total appraised value of all real property contained within a Unit, including all improvements located thereon and rights appurtenant thereto, as determined and amended from time to time by the Master Association Board, as more fully provided for in Article Nine below.

2.02 ASSOCIATION OR MASTER ASSOCIATION: Turkey Creek Master Owners Association, Inc. a Florida not-for-profit corporation, its successors and assigns.

2.03 BY-LAWS: The By-Laws of the Master Association as kept on file with the Master Association Board and which need not be Recorded.

2.04 CHARGES: The Community Assessment, Neighborhood Assessment, any special assessment levied by the Master Association and/or any

other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

2.05 COMMUNITY AREA: Those portions of the Premises, which are specifically designated as Community Area in Exhibit B hereto, as Exhibit B may be amended or supplemented from time to time, plus any other land deeded to and accepted by the Association for use as Community Area, together with all improvements located above and below the ground and rights appurtenant thereto. The Community Area shall generally include the roadways, open space, drives, parking areas, walkways and green areas, and shall not include any Neighborhood Areas or Units. The Developer may make Added Community Area subject to this Declaration pursuant to Article Eleven.

2.06 COMMUNITY ASSESSMENT: The amounts which the Master Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Nine.

2.07 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement, beautification and landscaping of the Community Area; additions to the Community Area Capital Reserve; the cost of insurance, water, waste removal and scavenger services, electricity, telephone and other necessary utility expenses for the Community Area; the cost of general and special real estate taxes and assessments levied or assessed against the Community Area; the cost of, and the expenses incurred for, the maintenance, construction, repair and replacement of personal property acquired and used by the Master Association in connection with the operation of the Community Area; the cost of providing security service to the entire Development and the Turkey Creek Golf and Racquet Club; the cost of landscaping and maintaining the Restricted Lot Areas; any expenses designated as Community Expenses by this Declaration; and any other expenses lawfully incurred by the Master Association for the common benefit of all of the Owners. Community Expenses shall not include any Neighborhood Area Expenses.

2.08 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

2.09 DELEGATE: An individual who, after the Turnover Date, shall be entitled to vote at meetings of the members of the Master Association, as more fully provided herein.

2.10 DEVELOPER: Turkey Creek, Inc., a Florida corporation, its successors and assigns to its rights under this Declaration.

2.11 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or charges shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a golf course or as a commercial or residential development which is administered separate from the Development.

2.12 MASTER ASSOCIATION BOARD: The board of directors of the Master Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Eight.

2.13 MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Unit.

2.14 NEIGHBORHOOD: A portion of the Premises which is described and designated as a "Neighborhood" in Exhibit B hereto, as Exhibit B may be amended or supplemented from time to time, and which shall consist of Units and may (but need not) include one or more Neighborhood Areas. Each Unit shall be part of a Neighborhood. Each Neighborhood shall be identified on Exhibit B or on a recorded Plat of Subdivision by a distinguishing number, name or other symbol. The Developer may make Added Premises part of an existing Neighborhood or may designate Added Premises as a New Neighborhood, as more fully described in Article Eleven.

2.15 NEIGHBORHOOD AREA: That portion of the Premises, if any, which is a part of a Neighborhood and which is described and designated as a "Neighborhood Area" in Exhibit B hereto, as Exhibit B may be amended or supplemented from time to time, together with all improvements thereon, rights appurtenant thereto, and all personal property used in connection with the operation thereof. A Neighborhood Area shall not be deemed to be part of the Community Area. Each Neighborhood Area shall be identified on Exhibit B or on a Recorded plat of subdivision by a distinguishing number, name or other symbol which shall correspond to the distinguishing number, name or other symbol of the Neighborhood of which it is a part.

2.16 NEIGHBORHOOD AREA ASSESSMENT: The amounts which the Master Association shall assess and collect from the Owners of Units located within a particular Neighborhood to pay the Neighborhood Area Expenses and to accumulate reserves for such expenses, as more fully described in Section 9.06.

2.17 NEIGHBORHOOD AREA EXPENSES: The expenses of administration (including management, security, and professional services), maintenance, operation, repair, beautification and replacement of a Neighborhood Area; additions to the Neighborhood Area Capital Reserves; the cost of insurance, real estate taxes and assessments, water, waste removal, electricity, telephone and other necessary utility expenses for the Neighborhood Area; the cost of and the expenses incurred for the maintenance, construction, repair and replacement of personal property used by the Master Association only in connection with the operation of the Neighborhood Area; any expense designated as a Neighborhood Area Expense by this Declaration; any expenses incurred by the Master Association which, pursuant to generally accepted accounting principles, can reasonably be allocated to the Neighborhood Area; and any other expenses lawfully incurred by the Master Association for the common benefit of the Neighborhood Owners. Neighborhood Area Expenses shall be determined on a Neighborhood by Neighborhood basis and no expenses incurred for any one Neighborhood shall be deemed to be a Neighborhood Area Expense for any other Neighborhood. Neighborhood Area Expenses shall not be deemed to be, and shall not be deemed to include, Community Expenses. In the event that certain expenses are incurred by the Master Association in connection with the operation of a given Neighborhood Area and another Neighborhood Area and/or the Community Area, the allocation of expenses between the Community Expenses and the various Neighborhood Area Expenses shall be made by the Master Association Board based on generally accepted accounting principles consistently applied, and any allocation so made shall be final and binding.

2.18 NEIGHBORHOOD COMMITTEE: The Delegates who represent the Owners whose Units are located in a particular Neighborhood; provided, that, until the Developer's rights with respect to a particular Neighborhood are terminated under Section 12.05, the Neighborhood Committee shall consist of those persons from time to time designated by the Developer as provided in that Section.

- 2.19 NON-OWNER: A person other than an Owner or a Resident.
- 2.20 OWNER: The Record owner, whether one or more persons, of fee simple title to a Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Developer shall be deemed to be an Owner with respect to each Unit owned by the Developer.
- 2.21 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 2.22 PREMISES: That portion of the Development Area which is described in Exhibit B hereto, as Exhibit B may be amended or Supplemented from time to time, with all improvements thereon and rights appurtenant thereto. The Developer may make added Premises subject to this Declaration pursuant to Article Eleven.
- 2.23 PRIOR DECLARATIONS: The previously Recorded documents which are listed in Exhibit C hereto.
- 2.24 RECORD: To record in the office of Clerk of Alachua County, Florida.
- 2.25 RESIDENT: An individual who resides in a Unit and who is either the Owner, a tenant of the Owner, a contract purchaser of the Unit, or a relative of any such Owner, tenant or contract purchaser.
- 2.26 RESIDENTIAL ASSOCIATION: A condominium or other owners' association created pursuant to Florida law on portions of the Premises, the members of which are Owners of Units; or any other Person who may from time to time be responsible for administering units whose Owners are not members of a condominium association, including, without limitation, a Person who owns a structure which contains Units and which is administered as a rental residential structure.
- 2.27 RESTRICTED LOT AREA: Those portions of subdivided lots which are designated as Restricted Lot Areas in Exhibit D hereto, as Exhibit D may be amended or supplemented from time to time.
- 2.28 SUCCESSOR DEVELOPER: A person who acquires a portion of the Premises for the purpose of development and resale and who is designated as a Successor Developer by the Developer, as more fully provided in Section 12.07 hereof.
- 2.29 TURKEY CREEK GOLF AND RACQUET CLUB: The real estate and improvements located adjacent to the Premises consisting of a golf course, clubhouse, restaurant, lounge and related facilities and at the time of the Recording of this Declaration operated under the name "Turkey Creek Golf and Racquet Club", as such real estate and improvements may be expanded, contracted or altered from time to time. The Turkey Creek Golf and Racquet Club shall not be or be deemed to be part of the Premises, part of the Community Area, or part of any Neighborhood Area. The owner of the Turkey Creek Golf and Racquet Club shall not be an Owner hereunder; however, it shall be a member of the Association and shall have certain rights, powers, and obligations specifically provided for herein.
- 2.30 TURNOVER DATE: The date on which the rights of the Developer to designate the members of the Master Association Board are terminated under Section 12.04.
- 2.31 UNIT: A subdivided lot as shown on a plat of subdivision Recorded with respect to a portion of the Premises, except, that, if with Association approval a dwelling is constructed on a parcel

consisting of more or less than one lot, then the parcel shall be deemed to be one Unit hereunder; a unit in a condominium created under Florida law; or a unit in a cooperative housing association created under Florida law. If a subdivided lot or lots which are Units hereunder are made subject to a condominium declaration, then each condominium unit created under the condominium declaration shall become a Unit hereunder and the subdivided lot or lots shall no longer be deemed Units hereunder. If portions of a subdivided lot or lots which are Units hereunder are deeded to and accepted by a Residential Association as common area, then the said portion shall be assessed to the appropriate Residential Association based on that portion's Appraised Value and said portion shall not be considered a Unit hereunder.

2.32 VACANT LOT: A Unit which has no substantial improvements constructed thereon.

ARTICLE THREE Scope of Declaration

3.01 PROPERTY SUBJECT TO DECLARATION: Developer, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Developer shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Eleven hereof. Nothing in this Declaration shall be construed to obligate the Developer to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by the Developer pursuant to Article Eleven.

3.02 CONVEYANCES SUBJECT TO DECLARATION: All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant to and running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Premises. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

3.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by not less than three-fourths (3/4) of the then Owners.

ARTICLE FOUR The Community Area and Neighborhood Areas

4.01 OWNERSHIP: At the time that each portion of the Development Area is made subject to this Declaration as Added Community Area or as an Added Neighborhood Area, such portion shall be conveyed to the

Master Association. Any Community Area or Neighborhood Area which is conveyed to the Master Association shall be free and clear of any mortgage or trust deed whatsoever at the time of such conveyance.

4.02 ACCESS EASEMENT: Each Owner or beneficial owner of Unit shall have a non-exclusive perpetual easement for ingress to and egress from his Unit (and to and from any parking space allocated to his Unit) over and across all walkways, private roads and driveways located on the Community Area and on Neighborhood Areas within the Unit's Neighborhood, which easement shall run with the land, be appurtenant to and pass with the title to every Unit. The County of Alachua, the City of Alachua or any other governmental authority or utility which has jurisdiction over the Development Area shall have a non-exclusive easement of access over the Community Area and Neighborhood Areas for police, fire, ambulance, waste removal, and other vehicles for the purpose of furnishing utilities or municipal or emergency services to the Premises. The Master Association, its employees, agents and contractors, shall have the right of ingress to, egress from and parking and security patrolling on the Community Area, Neighborhood Areas and Restricted Lot Areas, and the right to store equipment on the Community Area and Neighborhood Areas, for the purposes of furnishing any maintenance, repairs or replacements of the Community Area, Neighborhood Areas and Restricted Lot Areas, as required or permitted hereunder. The owner of the Turkey Creek Golf and Racquet Club and its members, employees, guests and invitees shall have a non-exclusive perpetual easement of access over the Community Area.

4.03 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the Neighborhood Area within his Unit's Neighborhood. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Unit, subject to and governed by the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Master Association. Non-Owners may use and enjoy the Community Area and Neighborhood Areas only to the extent permitted under rules and regulations adopted by the Master Association and such rules and regulations may require that any such individual be a guest of a Resident who has the right to use such areas and/or pay a use fee set by the Master Association.

4.04 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Master Association, any Owner may delegate his right to use and enjoy the Community Area and the Neighborhood Area within his Unit's Neighborhood to Residents of his Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Unit who are Residents. An Owner who is not a Resident of his Unit may only use and enjoy the Community Area and Neighborhood Areas as permitted under rules and regulations adopted by the Master Association Board.

4.05 RULES AND REGULATIONS: The use and enjoyment of the Community Area and Neighborhood Areas shall at all times be subject to reasonable rules and regulations duly adopted by the Master Association, including but not limited to the setting of reasonable fees for the use of recreational facilities located thereon.

4.06 SUSPENSION OF RIGHTS: Upon the giving of written notice thereof to a Resident, the Master Association Board or its authorized committee may, in addition to any remedies it may have hereunder, suspend the right of such Resident to use any recreational facilities located on the Community Area or a Neighborhood Area as follows:

(a) For so long as any assessment against such Resident's Unit remains unpaid, plus a reasonable time thereafter as determined by the Master Association Board; or

(b) For so long as such Resident shall be and shall continue to be in violation of any provision of this Declaration, the By-Laws or the rules and regulations hereunder; or

(c) For a reasonable period for any infraction of any provision of this Declaration, the By-Laws or the rules and regulations hereunder.

Any such notice shall state the reason for the suspension. Any Resident who receives such notice may, within three (3) days after receipt of such notice, request a hearing before the Master Association Board or its authorized committee. At such a hearing a member of the Master Association Board shall present to the Resident or Owner the grounds for the suspension notice and the Resident shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Master Association Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Resident requests a hearing as herein provided, his suspension shall not become effective until the hearing has been held and notice of the decision of the Master Association Board or its authorized committee confirming the suspension and the terms thereof has been given to the Resident. The decision of the Master Association Board or its authorized committee shall be final and binding.

4.07 UTILITY EASEMENTS: All public and private utilities (including cable television) serving the Premises and the Turkey Creek Golf and Racquet Club are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Areas and Neighborhood Areas for the purpose of providing utility, drainage or irrigation services to the Premises or any other portion of the Development Area; provided the exact location of said equipment and easements shall be approved in advance, in writing by the Master Association.

4.08 MAINTENANCE, REPAIR AND REPLACEMENT: Maintenance, repairs and replacements of the Community Area, Neighborhood Areas and Restricted Lot Areas, shall be furnished by the Master Association, and shall include, without limitation, the following:

(a) The maintenance, repair and replacement of the streets, walks, paths, parking areas, access facilities, and of all other improvements on and through the Community Area and Neighborhood Areas; and

(b) Planting, beautification, care and maintenance of ponds, lakes, creeks, trees, shrubs, flowers, grass and all other landscaping on the Community Area and Neighborhood Areas; provided, however, that those landscapable portions of the Community Area lying between the lot line of a Unit and the street pavement shall be maintained by the Owner of the Unit or the responsible Residential Association at the expense of such Owner or Residential Association and not as a Community Expense.

The cost of the maintenance, repairs and replacement of the Community Area shall be Community Expenses. The cost of the maintenance, repairs and replacement of each Neighborhood Area shall be a Neighborhood Expense for the Neighborhood which includes the Neighborhood Area. In the event that any of the improvements to the Community Area or a Neighborhood Area are damaged and such damage is covered by insurance carried by the Master Association under Section 4.12(a), then unless a resolution to the contrary is adopted by the affirmative vote

of at least 75% of the Delegates in the case of an improvement to the Community Area, or at least 75% of the Delegates representing Owners within the affected Neighborhood in the case of an improvement to a Neighborhood Area, the damaged improvements shall be repaired, replaced or reconstructed and the insurance proceeds shall be used first to pay the cost thereof, and any excess shall be used to pay the Community Expenses or the appropriate Neighborhood Expenses, as the case may be.

4.09 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident, or of a household pet or guest or other authorized occupant or invitee of the Owner, damage shall be caused to the Community Area, a Neighborhood Area or a Restricted Lot Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense or Neighborhood Expense, then the Owner shall be liable for such damages as a Charge under Article Ten and shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Master Association Board, to the extent not covered by insurance carried by the Master Association.

4.10 ALTERATIONS, ADDITIONS OR IMPROVEMENTS: No alterations, additions or improvements shall be made to the Community Area, a Neighborhood Area or a Restricted Lot Area without the prior approval of the Master Association Board. The Master Association may cause alterations, additions or improvements to be made to the Community Area, a Neighborhood Area or a Restricted Lot Area, and the cost thereof may be paid from a special assessment, as more fully described in Section 9.08.

4.11 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Master Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area and each Neighborhood Area for such uses and purposes as the Master Association Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities, cable television, and similar and related purposes. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area or a Neighborhood Area shall be used to pay the Community Expenses or appropriate Neighborhood Expense, as the case may be. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to ownership, shall be deemed to grant a power coupled with an interest to the Master Association Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Master Association and duly Recorded.

4.12 INSURANCE:

(a) The Master Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the insurable improvements to the Community Area, all Neighborhood Areas and all Restricted Lot Areas based on current replacement cost for the full insurable replacement value of such improvements.

(b) The Master Association shall have the authority to and shall obtain comprehensive general liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Master Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community

Area, all Neighborhood Areas and all Restricted Lot Areas. The Master Association Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 8.07. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Master Association, the Master Association Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Master Association or of any other person handling funds of the Master Association shall be obtained by the Master Association in such amounts as the Master Association Board shall deem desirable.

(d) The Master Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Master Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents, for damage to the Community Area or any Neighborhood Area, or to any personal property located in the Community Area or any Neighborhood Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Master Association Board under subsections (a) and (b) shall contain waivers of the insurer's rights to subrogation against any Owner or Resident, relatives or invitees of an Owner, the Master Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents.

(e) The premiums for any insurance obtained under this Section shall be allocated between Community Expenses and Neighborhood Expenses on a reasonable basis determined by the Master Association Board.

(f) Notwithstanding anything herein to the contrary, the Master Association shall at all times maintain insurance from time to time required by the Federal National Mortgage Association ("FNMA") for PUD projects in such form and with such limits of liability as FNMA shall designate from time to time.

4.13 CONDEMNATION: In the case of a taking or condemnation by a competent authority of all or substantially all of a Neighborhood Area, the proceeds awarded in such condemnation shall be paid to the Master Association and such proceeds, together with any Neighborhood Area Capital Reserves then being held for such Neighborhood Area, shall, in the discretion of the Master Association Board in consultation with the Neighborhood Committee, either (i) be used to build a comparable facility on a portion of the Community Area or other real estate acquired for such purposes which shall thereupon become the Neighborhood Area for the Neighborhood, or (ii) be distributed to the Neighborhood Owners and their respective mortgagees as their interests may appear, based on their respective Appraised Values. In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Master Association and such proceeds, together with any Community Area Capital Reserves being held for such part of the Community Area, shall, in the discretion of the Master Association Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, based on their respective Appraised Values, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Master Association

pursuant to this Section of real estate which shall become Community Area hereunder or any change in the characterization of real estate from Community Area to Neighborhood Area shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the Master Association and Recorded.

4.14 NO DEDICATION TO PUBLIC USE: Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area or any Neighborhood Area to or for any public use or purpose whatsoever.

4.15 RESTRICTIONS: No industry, business, solicitation, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area or any Neighborhood Area, nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part thereof, except as permitted by the Master Association Board. The activities of the Developer and Successor Developers in connection with the construction and marketing of the Development and the activities of any managing agent performed pursuant to a management contract between such managing agent and the Master Association shall not be subject to this Section.

4.16 OBSTRUCTIONS: Except as permitted under Article Twelve there shall be no obstruction of the Community Area or any Neighborhood Area, and nothing shall be stored in the Community Area or any Neighborhood Area without the prior written consent of the Master Association Board.

4.17 PETS: No animal of any kind shall be raised, bred or kept in the Community Area or any Neighborhood Area. The Master Association Board may from time to time adopt rules and regulations governing the use of the Community Area or any Neighborhood Area by pets, including, without limitation, rules and regulations which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance on the Community Area or any Neighborhood Area shall be permanently removed from the Premises upon three (3) days written notice from the Master Association Board to the Owner of the Unit containing such pet and the decision of the Master Association Board shall be final. No dog, cat or other pet shall be allowed on any property owned by Turkey Creek Golf and Racquet Club, its successors or assigns, specifically including, but not limited to, the golf course, tennis courts and other recreational facilities. No dog, cat or other pet shall be allowed to be a nuisance by sound or action of any nature whatsoever regardless of the place where said nuisance occurs.

4.18 PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Community Area or any Neighborhood Area nor shall anything be done on the Premises, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents or to members or guests of the Turkey Creek Golf and Racquet Club.

4.19 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to the Community Area or any Neighborhood Area which would impair the structural integrity of any building or structure located thereon.

4.20 NO UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Unit, building which contains Units, the Community Area or any Neighborhood Area. The Community Area and each Neighborhood Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall

be deposited in such areas and such receptacles as shall be designated by the Master Association Board.

4.21 TRAFFIC CONTROL: No Owner or Resident, their guests, invitees and domestic help shall operate a motor vehicle on those portions of the Community Area designated to provide access to and from any Unit in a reckless, unreasonable or dangerous fashion and in any event shall not operate a motor vehicle at an excessive rate of speed. The Master Association shall have the right to take such steps as are reasonably necessary to prevent such reckless, unreasonable or dangerous behavior and shall have the right to adopt any rules and regulations (consistent with any provisions of Florida law governing the use of public roadways) regarding the use of such Community Area designed to provide access to and from any Unit and by such rules and regulations to impose such fines and penalties as are necessary to enforce such rules and regulations, which fines and penalties shall be Charges payable by Owner and shall become liens on such Owner's Unit pursuant to Article Ten.

ARTICLE FIVE Architectural Control

5.01 OVERALL CONTROL: It is intended that all buildings and structures in the Development, including their design, location, materials, colors, and other aesthetic factors, blend and be compatible and harmonious with the Development's natural surroundings and environs. Therefore, with respect to the Premises, no building or other improvements of any character shall be erected or placed thereon, nor the erection or placing thereof be commenced, nor changes be made in the design thereof, nor any addition be made thereto, nor exterior alteration be made thereon after original construction, nor any alteration whatsoever of the exterior building appearance be made (including walls, roof, walk, driveway, door, window, glass, patio, patio fence and any other exterior surface or any surface visible to the exterior), unless and until the approval of the construction plans and specifications or other improvements or alterations has been obtained from the Master Association Board, as provided for in any applicable restrictions, By-laws and rules. Approval shall be granted or withheld based on matters of compliance with restrictions, By-laws, rules, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation. In addition, no building or structure shall be erected, placed or altered on any building lot on the Premises until the plot plan showing the location of such building or structure has been approved in writing as to its conformity with the building setback requirements contained herein and as to its conformity, harmony and compatibility with the intent of the Turkey Creek community by the Master Association Board and/or its designee. Each property owner shall apply for approval and shall bear the Association's reasonable fees for reviews and revisions of the plans and specifications as specified in any applicable Association By-Laws or rules. In the event of a conflict with any rules and regulations or other actions taken by a Residential Association or Neighborhood Committee relating to or affecting matters under the Master Association's jurisdiction, then the decision of the Master Association shall govern. The Master Association Board may waive the requirement of approval of plans and specifications by the Master Association and the applicable Neighborhood Committee under Sections 5.01 and 5.02, respectively, where a Residential Association has adopted procedures for reviewing and approving such plans and specifications which are comparable to those followed by the Master Association Board, and, with respect to any specific request for approval, such Residential Association has issued its approval.

5.02 NEIGHBORHOOD CONTROL: Each Neighborhood Committee shall have the right and power from time to time to adopt reasonable rules and regulations governing the architectural design and exterior finish

of all structures or improvements from time to time located within its Neighborhood, subject at all times to the rules and regulations and decisions from time to time adopted by the Master Association Board pursuant to Section 5.01. In no event shall the exterior of any Unit, any garage structure, any structure which contains Units or any recreational facility located on a Neighborhood Area be changed in design, color, material, finish or otherwise unless such change is approved by the Neighborhood Committee for the Neighborhood and by the Master Association Board (unless the Master Association overrides the Neighborhood Committee or unless the plan is not disapproved by either the Neighborhood Committee or the Master Association Board within 30 days after the receipt of a request for such approval). Requests for permission to make any such changes shall be made in writing and delivered either in person or by certified mail to the appropriate Neighborhood Committee and the Master Association Board (or its designated committee) at the registered office of the Master Association.

5.03 REMEDY: If any Residential Association or Person shall fail to maintain or repair any building exterior for which it is responsible or shall change (or permit a change to be made in) the color, material, finish or any other aspect of any such building, without complying with the provisions of Section 5.01 or 5.02 or the rules and regulations adopted thereunder then, in addition to any remedies which the Master Association may have hereunder or by law and without waiving any of such remedies, the Master Association shall have the right to enter upon such structure and to repair, maintain or restore the exterior and any improvements thereto or do whatever it deems necessary or appropriate to remedy any such failure or to correct and restore any improper condition. The cost (as determined by the Master Association Board) of any such corrective work shall be charged to the Residential Association or Person which is responsible for the maintenance of such structure. If the Residential Association or Person fails to pay such cost to the Master Association within 30 days after demand, then the cost thereof shall be a Charge hereunder payable directly to the Master Association by such Persons, or in the event of a Residential Association, then by the Owners who are members of the Residential Association in such proportions as shall be set forth in the declaration which governs the Residential Association. If the corrective work becomes necessary as a result of the actions of an Owner or Owners, then in lieu of the foregoing collection procedure, the Master Association may collect the cost thereof from such Owner or Owners as a Charge hereunder in the proportions determined by the Master Association Board.

ARTICLE SIX

General Use Restrictions for Units

6.01 TIME OF CONSTRUCTION: Any construction commenced upon a Unit shall be completed within nine (9) months from the date of the first delivery of any materials to the site of said construction. During construction the job site shall be kept litter free and in a neat and orderly fashion.

6.02 LANDSCAPING: No structures, hedge rows, screens or fences of any kind shall be allowed within any setback specified herein or in a Recorded plat of subdivision without the specific written permission of the Master Association; provided, that no permission shall be required for the planting of grass, occasional ornamental shrubs, trees and plants within such setback area. The landscaping of Restricted Lot Areas shall be furnished exclusively by the Master Association as a Community Expense.

6.03 LARGE VEHICLES: No trailer, utility trailer, camper, house trailer, boat, bus or truck over one-half ton capacity shall be parked or maintained on a Unit unless in a completely enclosed garage.

6.04 ANTENNAES: No outside television antennas or radio antennas shall be placed or maintained on the Premises. Care should be taken to ensure that nothing shall be placed on the Premises that will distract from the properties and/or their environs.

6.05 TRADE AND BUSINESS: Subject to the provisions of Article Twelve, no trade, solicitation, business, service or profession, of any kind or nature whatsoever shall at any time be conducted on the Premises nor shall any building erected thereon be used for such purposes. Developer and Successor Developers may operate a real estate sales office or offices within the Premises, and may likewise operate any business out of such office or offices which are compatible with said sales operation. No Owner shall be precluded from maintaining a personal professional library, keeping personal business records or accounts, or handling personal business or professional telephone calls or correspondence from his Unit.

6.06 MAILBOXES: No mailbox or mailbox stand shall be erected separately. All mailboxes and mailbox stands shall be furnished and maintained by the Master Association. However, the Master Association may charge each Owner a reasonable fee to recover its costs for furnishing and maintaining his mailbox. All mailboxes in Dry Creek, Blocks A and B, shall be on uniform mailbox stands throughout those Blocks. The remainder of the dwellings shall have mailboxes at central locations and no mailboxes may be otherwise located on the Premises without the prior written consent of the Master Association Board. Any mailbox erected shall conform in harmony and compatibility with the intent of the Turkey Creek community, including, but not limited to, color, material and design. Newspaper or other receptacles shall not be permitted anywhere within the Premises unless a central location for same is designated by the Master Association Board.

6.07 MOTORBIKES: Motorbikes may only be used for transportation in the road rights-of-way going to or coming from public rights-of-way on a direct route basis, and they shall not be allowed on any other portion of the Community Area at any other time or for any other purpose. All motorbikes shall be equipped with operational mufflers to reduce noise to the maximum practical extent.

6.08 TRASH RECEPTACLES: No garbage or trash receptacle shall be allowed above the ground level. The Owner of each dwelling or the appropriate Residential Association shall furnish and maintain garbage and trash receptacles which will be of the underground type of sufficient size and capacity to hold the normal amount of garbage and trash for the intended household and shall be placed in an easily accessible location to the front property line of each subdivided lot and the top of same shall be painted a color to blend with the cover around it. The upkeep of said garbage or trash receptacle shall be the responsibility of the Owner or the appropriate Residential Association.

6.09 PETS: Pets will be limited to dogs and cats and such other domestic animals as may be approved by the Master Association. No dog, cat or pet of any kind shall be allowed to leave the confines of the dwelling where the Owner or Owners is situated except as permitted by rules and regulations adopted by the Master Association Board.

6.10 GARAGE SALES PROHIBITED: No rummage, garage or yard sales shall be permitted at any time on any part of the Premises.

6.11 AUTO REPAIR WORK: No repair work on automobiles or mechanical vehicles, or any other like work, shall be performed on any portion of the Premises, except in an enclosed garage.

6.12 NOISE: Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers and shall not make or permit any noises that will disturb

or annoy the occupants of any dwelling or do or permit anything to be done which will infringe on the rights, comfort or convenience of other Owners or Turkey Creek Golf and Racquet Club and its members, employees, invitees, and guests.

6.13 NO SUBDIVISION: No lot shall be divided or split and no lots or any portions thereof combined, without the express written consent of the Master Association.

6.14 LANDSCAPE MAINTENANCE: All Owners must keep their Units (with or without improvements) mowed and properly maintained at all times, at a level equal to the better maintained lots, as determined by the Association, in its sole judgment. If they do not, after ten (10) days notice mailed regular mail to the last known address, or posting a notice on the lot, then the Association may enter upon the lot and do all things necessary to mow and maintain same. In such event, the Owner of the lot, upon demand, shall pay the Association an amount equal to all direct and indirect costs which shall be at least what is commonly charged commercially for such services as a Charge hereunder.

6.15 RULES: The Master Association Board may from time to time adopt rules not inconsistent with this Declaration governing construction upon the Premises, regulating use of and fees for recreational facilities and other Community Areas and Neighborhood Areas, and any other matters regarding the operation of and charges for the Master Association Board's responsibilities.

6.16 BURGLAR ALARMS: Any Unit constructed with an automatic burglar alarm system shall keep on file with the Association at all times the firm name, local representative and local representative's 24-hour service telephone number in case any Unit's alarm is tripped and no Resident is at home to shut off the alarm. Each such Owner shall be required to contract with a local service firm which has 24-hour service and the ability to enter upon the Unit and shut off the alarm (such service to be available at the sole expense of the Owner).

6.17 RESIDENTIAL ASSOCIATION REQUIRED: The exterior of all structures constructed on a Multifamily Lot on the Premises and all landscapable areas of such lot shall be maintained and repaired by a Residential Association. If such Residential Association shall fail to do such maintenance or repair, the Master Association may exercise its remedies under Section 5.03, Section 17.01 and any others provided by law.

ARTICLE SEVEN Special Use Restrictions

In addition to the General Use Restrictions governing the Units as stated in the preceding Article, the Special Use Restrictions stated in Exhibit D shall apply to the Units therein stated. Developer may amend or supplement Exhibit D to specify Special Use Restrictions on Added Premises which is added pursuant to Article Eleven.

ARTICLE EIGHT The Master Association

8.01 IN GENERAL: Developer has caused the Master Association to be incorporated as a not-for-profit corporation under Florida law. The Master Association shall be the governing body for all of the Owners for the administration and operation of the Community Area.

8.02 MEMBERSHIP: Each Owner shall be a member of the Master Association. There shall be one membership per Unit. The Record owner of the Turkey Creek Golf and Country Club shall also be a member of the Master Association and shall have one membership. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership unless otherwise provided herein. In the event of a dispute between the Owners of any Unit as to which one holds what membership or voting rights, the Master Association Board shall make the final decision. The Master Association shall be given written notice of the change of ownership of a Unit within ten (10) days after such change, and the purchaser shall pay the Association's fee for changing its records.

8.03 DELEGATES: Subject to rights retained by the Developer under the provisions of Section 12.04, voting rights of the members of the Master Association shall be vested exclusively in delegates ("Delegates"). After the Turnover Date, Delegates shall elect the members of the Master Association Board. Subject to Section 12.05, the Owners of Units in each Neighborhood shall elect one Delegate to the Master Association for each 25 Units or fraction thereof contained in the Neighborhood. The procedure for election or designation of Delegates and the removal thereof shall be as set forth in the By-Laws, but each Owner shall be entitled in such election to one vote per \$10,000 or major fraction thereof of Appraised Value of his Unit. The Record owner of the Turkey Creek Golf and Racquet Club shall appoint one (1) Delegate. Each Delegate (other than the Delegate designated by the Record owner of the Turkey Creek Golf and Racquet Club) shall be both an Owner and a Resident of his Unit and if a Delegate ceases to be either an Owner or a Resident of his Unit he shall be deemed to have resigned. The Delegate appointed from time to time by the Record owner of the Turkey Creek Golf and Racquet Club may (but need not) be an Owner and a Resident.

8.04 MASTER ASSOCIATION BOARD: Subject to the rights retained by the Developer under Section 12.04, the Master Association Board shall consist of nine (9) members, each of whom shall be an Owner or Delegate.

8.05 NEIGHBORHOOD COMMITTEE: Subject to the rights retained by the Developer under Section 12.05, the Delegates from time to time representing the Neighborhood Owners from a Neighborhood shall constitute the "Neighborhood Committee" with respect to such Neighborhood. Each Neighborhood Committee shall advise the Master Association Board in connection with the administration of the affairs of their Neighborhood and their Neighborhood Area, including, without limitation, advising on: (a) rules and regulations governing the use and enjoyment of the Neighborhood Area, (b) guest fees for the use of facilities on the Neighborhood Area, (c) negotiating and granting leases, concessions or licenses with respect to parts of the Neighborhood Area, (d) recommendations to the Master Association Board with respect to an annual budget for the Neighborhood Area and the Neighborhood Area Assessment, (e) whether alterations, additions or improvements shall be made to or any special services shall be provided at the Neighborhood Area, (f) managing the affairs of the Neighborhood Area, and (g) rules and regulations governing the architectural design and exterior decorating of structures and improvements located within the Neighborhood, all subject as provided in this Declaration or the By-Laws. The Master Association Board may from time to time, by a resolution adopted by a majority of the Master Association Board, delegate to the Neighborhood Committee which represents a particular Neighborhood the power of the Master Association Board to take any action with respect to the Neighborhood or its Neighborhood Area which the Master Association is required or permitted to take hereunder. The Master Association Board may attach conditions to any such delegation, including, without limitation, the right to veto any proposed action, and the Master Association Board may revoke any such delegation by action of the Master

Association Board at any time. The organization and conduct of each Neighborhood Committee shall be as set forth in the By-Laws.

8.06 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Master Association shall be vested exclusively in the Developer and the Owners shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Master Association shall be vested in the Delegates and each Delegate shall have one vote per \$100,000 or major fraction thereof of Appraised Value of the Units represented by the Delegate and, in the case of the Delegate representing the Turkey Creek Golf and Racquet Club, one vote for each \$100,000 or major fraction thereof of the Appraised Value of the Turkey Creek Golf and Racquet Club. The Appraised Value of Units represented by each Delegate shall be calculated by dividing the aggregate Appraised Value of all Units in the Neighborhood by the maximum number of Delegates which may represent the Neighborhood. From and after the Turnover Date any action may be taken by the Delegates at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority of the votes held by the Delegates present (either in person or by proxy) at such meeting, except as otherwise provided herein or in the By-Laws.

8.07 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Master Association whether elected or designated by the Developer shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Master Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Master Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Master Association Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

8.08 CONTRACTS WITH DEVELOPER: The Developer (or an entity controlled by the Developer) may be engaged by the Master Association to act as the managing agent for the Master Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Master Association and the Developer (or an entity controlled by the Developer). Any management agreement entered into by the Master Association shall have a term of not more than one year and shall be terminable by either party, with or without cause and without payment of a termination fee on 30 days written notice. Developer (or an entity controlled by the Developer) may also enter into contracts with the Association to perform or furnish any lawful service or materials if the contract is in writing and is terminable at the will of either party and if the price being charged

for such service or materials is no more than that charged for similar services and materials in the local community.

8.09 REPRESENTATION: The Master Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area or any Neighborhood Area. Without limiting the foregoing, the Master Association shall have the power to settle warranty disputes or other disputes between the Master Association, the Owners, and the Developer affecting the construction, use or enjoyment of the Community Area and Neighborhood Areas and any such settlement shall be final and shall bind all of the Owners.

ARTICLE NINE

Master Association Assessments

9.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Master Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Master Association, to administer the affairs of the Master Association, to pay the Community Expenses and Neighborhood Expenses, and to accumulate reserves for any such expenses.

9.02 METHOD OF APPRAISAL: Association assessments shall be set on each Unit by the Master Association Board on December 15th of each year for the subsequent assessment year, and the Board, in computing said assessment, shall set the Unit's Appraised Value to be equal to that set by the Alachua County Property Appraiser, except that if substantial improvements have been made on a Unit since January 1st of any year, the Board shall set an Appraised Value on the Unit for the purpose of making assessments to correspond with the increased value of the Unit due to the improvements. This may be done by the Board any time during the year (on a pro rata basis) or when assessments are normally set for a full year. When the Alachua County Property Appraiser takes said substantial improvements into account in setting his appraisal, the Appraised Value to be used at that time for assessment purposes shall be adjusted to be equal to that as then set by the Alachua County Property Appraiser, and the amount of the Unit's assessments shall be recalculated and an appropriate refund or back charge, as the case may be, shall be made.

9.03 METHOD OF PAYMENT: The annual Community Assessment and Neighborhood Assessment shall be a personal obligation of each Unit Owner and a lien on each Unit as of January 1 of that assessment year until the assessments are paid in full, as more fully set out in Article Ten. Any other Charges shall become a lien on the Unit as of their due date. The annual assessment for Vacant Lots shall be paid in a single payment in advance no later than January 15th of the current assessment year. Annual assessments for Units other than Vacant Lots shall be paid in advance in four (4) equal installments, the first payable no later than January 15th of the current assessment year, the second April 15th, the third July 15th and the last October 15th of the current year. These payments shall constitute payments in advance for the current assessment year.

9.04 COMMUNITY ASSESSMENTS PRIOR TO TURNOVER DATE: Anything herein to the contrary notwithstanding, until the Turnover Date, the procedure set forth in this Section shall apply to Community Assessments:

(a) The Basic Assessment. The basic assessment ("Basic Assessment") shall initially be 5 mills per annum on Appraised Value of each Unit as set by the Master Association Board in accordance with the provisions of Section 9.02. The Basic Assessment shall only be increased prior to the Turnover Date as provided below.

(b) Permitted Adjustments to Basic Assessment. Prior to the Turnover Date and subsequent to December 14, 1982, the Master Association Board may (but shall not be obligated) from time to time adjust the Basic Assessment upward; provided, that, in no year may the Basic Assessment be increased more than an amount equal to (i) five percent, plus (ii) the percentage amount by which the CPI increase for the preceding 12 month period exceeded 12%. The Master Association Board shall also have the right and power to reduce the Basic Assessment if the amounts collected are more than what is reasonably necessary to pay the Community Expenses and build up appropriate reserves. For purposes hereof, the "CPI" shall be the Consumer Price Index published by the U.S. Department of Labor and known as "Consumer Price Index, U.S. City Average, All Items, Urban Wage Earners and Clerical Workers, (CPI-W)(1967 = 100)", or any successor thereto or, if the CPI is discontinued, such other comparable standard or index as the Master Association Board may select.

(c) Application of Assessments. Each Owner (including the Developer with respect to all Units owned by the Developer) shall pay as the Community Assessment for each Unit owned by the Owner the amount determined under (a) and (b) above. Out of each such payment, the Master Association shall deposit in the Capital Reserve that portion of the payment which is designated in the budget as a capital contribution under Section 9.10 to the Capital Reserve. The balance of each such payment shall be used by the Master Association to pay the Community Expenses.

(d) Developer's Obligation. Prior to the Turnover Date, in addition to the payments payable under (c) above with respect to Units owned by the Developer, the Developer shall pay to the Master Association the aggregate excess, if any, of the Community Expenses incurred and paid during each annual period over the aggregate amounts assessed to the Owners (including the Developer) for use by the Master Association for the payment of Community Expenses under Subsection (c) with respect to such period. The Developer shall make such payments to the Master Association as needed during such period to ensure that no deficits will be incurred as of the end of the annual period and a final accounting shall be made between Developer and the Master Association within 120 days after the Turnover Date.

(e) The provisions of this Section do not supersede the obligation of the Association to prepare and distribute a budget as required under Section 9.05 or any of the procedures relating to Neighborhood Area Assessments, if any, under Section 9.06.

9.05 COMMUNITY ASSESSMENT: Each year on or before December 1, the Master Association Board shall adopt and furnish each Owner with a budget for the ensuing fiscal year commencing on January 1, which shall show the following with reasonable explanations and itemizations:

(a) The estimated Community Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Community Expenses, including, without limitation, amounts to maintain the Capital Reserve;

(c) The estimated net available cash receipts from the operation and use of the Community Area, plus estimated excess funds, if any, from the current year's assessments;

(d) The amount of the "Total Community Assessment" payable during such year by the Owners, which prior to the Turnover Date shall be as set forth in Section 9.04, and which after the Turnover Date shall be the sum of the amounts determined in (a) and (b) above, minus the amount determined in (c) above;

(e) After the Turnover Date, the ratio by which each Unit's Appraised Value must be multiplied in order to determine the Community Assessment payable with respect to the Unit for such year. The ratio shall be determined by dividing the Total Community Assessment by the aggregate Appraised Value of all Units. The annual Community Assessment for each Vacant Lot shall be paid in full in advance. The annual Community Assessment for all other Units shall be paid in four equal quarterly installments, in advance.

9.06 NEIGHBORHOOD AREA ASSESSMENT: Each year on or before December 1, the Master Association Board, after consultation with each Neighborhood Committee whose Neighborhood has a Neighborhood Area, shall adopt and furnish the Owners in each Neighborhood with a budget for the Neighborhood for the ensuing calendar year which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Neighborhood Area Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Neighborhood Area Expenses, including, without limitation, amounts to maintain the Neighborhood Area Capital Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Neighborhood Area, plus excess funds, if any, from the current year's assessments;
- (d) The amount of the "Total Neighborhood Area Assessment," which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;
- (e) The ratio by which each Unit's Appraised Value must be multiplied in order to determine the Neighborhood Area Assessment payable with respect to the Unit for such year. The ratio shall be determined by dividing the total Neighborhood Area Assessment by the aggregate Appraised Value of all Units in the Neighborhood. The portion payable with respect to each Vacant Lot shall be paid in full in advance. The portion payable with respect to each other Unit shall be paid in four equal quarterly installments, in advance.

9.07 REVISED ASSESSMENTS: If after the Turnover Date the Community Assessment or if at any time a Neighborhood Area Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Master Association Board may increase or decrease the assessment by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

9.08 SPECIAL ASSESSMENT: The Master Association Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses or Neighborhood Area Expenses incurred (or to be incurred) by the Master Association from time to time for a specific purpose, including, without limitation, to make alterations, additions or improvements to the Community Area, any Neighborhood Area or any other property owned or maintained by the Master Association or (ii) to repair damage caused by extraordinary causes other than normal wear and tear which are not covered by insurance, including, without limitation, such causes as sink holes, tornadoes, hurricanes and strong winds ("Extraordinary Damage"). A special assessment for expenditures for the benefit of the Owners of Units in a particular Neighborhood or their Neighborhood Area shall be levied only against such Neighborhood Owners, based on the relative Appraised Values of their Units. Any other special assessment shall be levied against all of the Owners, based on the relative Appraised

Values of their Units. Prior to the Turnover Date any special assessment other than a special assessment to pay the cost of repairing Extraordinary Damage must be approved in advance by Owners who then own Units representing a majority of the aggregate Appraised Value of all Units subject to the assessment. If during any calendar year after the Turnover Date a proposed expense which is to be paid from a special assessment levied against a category of Owners consisting either of all the Owners or all of the Owners in a particular Neighborhood and which, when added to other expenses, if any, which are to be paid from special assessments levied against such category of Owners during such year results in a sum which is in excess of the product of (i) the number of Units to be subject to the special assessment to pay for such expense, multiplied by (ii) \$100, and multiplied by (iii) the percentage increase in the CPI between the level of the CPI on the date of Recording of this Declaration and the level of the CPI at the time of the proposed special assessment, such expense shall not be incurred without the affirmative vote of at least two-thirds (2/3) of the votes which may be cast by Delegates who represent the Owners who would be subject to special assessment to pay for such expense. The Master Association Board shall serve notice of a special assessment on all Owners who shall be subject to payment thereof by a statement in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Master Association Board. Any assessments collected pursuant to this Section shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

9.09 TURKEY CREEK GOLF AND RACQUET CLUB: Anything herein to the contrary notwithstanding, the Record owner of the Turkey Creek Golf and Racquet Club shall pay as its fair share of all assessments under this Declaration, the amount which the Record owner would pay under Sections 9.04 and 9.05 hereof if the Turkey Creek Golf and Racquet Club were a Unit hereunder. Such sums shall be paid as consideration (i) for any rights granted Turkey Creek Golf and Racquet Club in this Declaration, (ii) for its share of the cost of maintaining, repairing and replacing the roadways within the Community Area, and (iii) for its share of the cost of reasonable and adequate security services to the clubhouse, related facilities, golf course and maintenance area. The Record owner of Turkey Creek Golf and Racquet Club shall have the right to enforce the requirement to provide the aforementioned services, and shall also have the right to vote on Master Association matters only when and in the same manner voting rights accrue to all Owners. The failure to pay any amounts when due hereunder to the Association shall give rise to a lien against the Turkey Creek Golf and Racquet Club which shall be enforceable by the Association in the manner set forth in, and subject to the provisions of, Article Ten. Except as provided herein, the Record owner of the Turkey Creek Golf and Racquet Club shall not be obligated to pay any amounts whatsoever to the Association.

9.10 INITIAL WORKING CAPITAL CONTRIBUTION: After the Recording hereof, upon the issuance of a building permit for the construction of a dwelling on a Vacant Lot or upon the annexation of Added Property under Article Eleven hereof with respect to which a building permit has already been issued, the Owner of the Unit shall make a capital contribution of \$80 per dwelling unit to the Master Association. Said amount shall be placed in a separate account and shall be used by the Master Association as a working capital reserve.

9.11 CAPITAL RESERVES: The Master Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Community Area (the "Community Area Capital Reserve") and each Neighborhood Area (the "Neighborhood Area Capital Reserve"). The Master Association Board shall determine the appropriate level of the Community Area Capital Reserve based on a

periodic review of the useful life of improvements to the Community Area and equipment owned by the Master Association and periodic projections of the cost of anticipated major repairs or replacements to Community Area and the purchase of equipment to be used by the Master Association in connection with its duties hereunder. Each Neighborhood Committee shall, in consultation with the Master Association Board, determine the appropriate level of the Neighborhood Area Capital Reserve for its Neighborhood Area based on a periodic review of the useful life of improvements to the Neighborhood Area and periodic projections of the cost of anticipated major repairs or replacements to the Neighborhood Area and the purchase of equipment to be used by the Master Association only in connection with its duties with respect to the Neighborhood Area. Each budget shall disclose that percentage of the Community Assessment which shall be added to the Community Area Capital Reserve and that percentage of the Neighborhood Area Assessment which shall be added to the Neighborhood Area Capital Reserve and each Owner shall be deemed to make a capital contribution to the Master Association equal to such percentages multiplied by each installment of the Community Assessment and Neighborhood Area Assessment, respectively, paid by such Owner.

ARTICLE TEN Collection of Charges

10.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Owner of each Unit shall be and is deemed to covenant and hereby agrees to pay to the Master Association all Charges made with respect to the Owner's Unit. Each Charge, together with interest and late fees thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Master Association.

10.02 COLLECTION OF CHARGES: The Master Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

10.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Master Association when due shall be deemed delinquent. Any Charge which is delinquent for fifteen (15) days or more shall bear interest at the highest legal contract rate of interest then permitted in Florida but not to exceed eighteen percent (18%) per annum from the due date to the date when paid and the Master Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), (ii) enforce and foreclose any lien which it has or which may exist for its benefit, and (iii) impose late fees in amounts determined from time to time by the Master Association Board. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area, by abandonment or transfer of his Unit, or during any period of suspension under Section 4.06.

10.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 10.01, shall be subordinate to the Mortgagee's mortgage on the Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 10.01, shall not be affected by any sale or transfer of a Unit. Where title to a Unit is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage

or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Unit shall be personally liable for his share of the Charges as any other Owner with respect to which a lien against his Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment, Neighborhood Area Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Unit, as provided in this Article.

ARTICLE ELEVEN Annexing Additional Property

11.01 IN GENERAL: Developer reserves the right at any time and from time to time prior to the Turnover Date to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by Recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any portion of any Added Premises which is designated as part of a Neighborhood Area shall be referred to as "Added Neighborhood Area"; and any Units contained in the Added Premises shall be referred to as "Added Units". After the expiration of the period provided for above, Developer may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent of two-thirds (2/3) (by number) of the Delegates is first obtained.

11.02 POWER TO AMEND: Developer, within its sole discretion, hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 11.01, which amends or supplements Exhibit B and Exhibit D. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B. Pursuant to Article Seven, Exhibit D may be amended only to specify Special Use Restrictions for Added Premises. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Developer deems necessary or appropriate; provided, that, in the event of conflict between any such additional provisions and the provisions in this Declaration as originally Recorded then the provisions of this Declaration as originally Recorded shall govern. Additionally, any amendment shall not remove or reduce any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration.

11.03 EFFECT ON NEIGHBORHOODS: A Supplemental Declaration may (but need not) (i) make Added Premises part of an existing Neighborhood, (ii) designate a part or all of the Added Premises as a new Neighborhood ("New Neighborhood") or (iii) make an Added Neighborhood Area part of an existing Neighborhood or a New Neighborhood. If a Supplemental Declaration makes Added Units part of an existing Neighborhood, the Owners of the Added Units shall have the same rights and duties as the Owners of all other Units which are part of the Neighborhood and shall pay a Neighborhood Area Assessment based on the relative Appraised Value of the Unit. A Supplemental Declaration may contain a provision which states that no more Added Premises shall be made part of a particular Neighborhood, and thereupon Developer's right to make Added Premises part of the Neighborhood under this Article shall terminate.

11.04 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Developer which annexes and subjects Added Premises, Added Community Area, Added Neighborhood Area and/or Added Units to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Unit shall be a member of the Master Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Units immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises made subject to this Declaration by any such Supplemental Declaration and the Owners, Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Unit or its Owner prior to such Recording;

(e) The Developer shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Developer in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Unit shall be responsible for the payment of the Community Assessment and Neighborhood Area Assessment applicable to his Unit, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Unit became subject to assessment hereunder to this Declaration.

(g) Each Added Unit also shall be subject to the Special Use Restrictions specified in the amended or supplemented Exhibit D.

ARTICLE TWELVE

Developer's Reserved Rights and Special Provisions Covering Development Period

12.01 IN GENERAL: In addition to any rights or powers reserved to the Developer under the provisions of this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Developer is no longer vested with or controls title to any part of the Development Area.

12.02 PROMOTION OF PROJECT: In connection with or incidental to the construction, promotion, sale or rental of any portion of the

Development Area or any improvements thereon: (i) the Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Community Area, Neighborhood Areas or portions of the Premises owned by Developer as the Developer may, from time to time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain model dwelling units, sales offices, business offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Developer may deem advisable and to store material and equipment used in connection with the foregoing on the Community Area, Neighborhood Areas or portions of the Premises owned by Developer without the payment of any fee or charge whatsoever; and (ii) Developer, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area and all Neighborhood Areas, at any and all reasonable times without fee or charge.

12.03 GRANT OF EASEMENTS: Developer shall have the right to reserve or grant easements over the Community Area and Neighborhood Areas to any governmental authority, public utility, private utility or Turkey Creek Golf and Racquet Club for the installation and maintenance of electrical, telephone and cable television conduit and lines, gas, sewer or water lines, irrigation or drainage facilities, or any other utility services serving any Unit, or any other real estate (whether or not a part of the Development Area).

12.04 DEVELOPER CONTROL OF MASTER ASSOCIATION: The first and all subsequent Master Association Boards shall consist solely of three (3) persons from time to time designated by the Developer, which persons may, but need not, be members under Section 8.02. Developer's rights under this Section to designate the members of the Master Association Board shall terminate on the first to occur of (i) such time as Developer no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Developer to each Owner of Developer's election to terminate such rights, (iii) January 1, 2000 or (iv) within ninety (90) days of the completion of the construction (as determined by issuance of a Certificate of Occupancy by the City of Alachua) of 3,975 dwelling units (being 75% of the dwelling units currently anticipated to be located within the Development Area). The date on which the Developer's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Master Association Board shall be constituted and elected as provided in the By-Laws consistent with Article Eight herein. Prior to the Turnover Date all of the voting rights at any meeting of the Owners shall be vested exclusively in the Developer and the Delegates shall have no voting rights. Prior to the Turnover Date, the Developer may (but need not) appoint a board of advisors from among the Owners who shall meet with and advise the Master Association Board on matters with respect to which the Master Association Board seeks their advice. The members of such board of advisors may be removed at will by the Developer.

12.05 DEVELOPER CONTROL OF NEIGHBORHOOD COMMITTEES: The first and all subsequent Neighborhood Committees for a particular Neighborhood shall consist solely of three (3) persons from time to time designated by the Developer, which persons may, but need not, be Neighborhood Owners. Developer's rights under this Section to designate the members of a particular Neighborhood Committee shall terminate on the first to occur of (i) after such time as the Developer has provided in a Recorded Supplemental Declaration that no more Added Premises shall be made part of the Neighborhood, the Developer no longer holds title to any part of the Neighborhood, (ii) the giving of written notice by Developer to each Owner of a Unit within the Neighborhood of Developer's election to terminate such rights, or (iii) January 1, 2000.

Thereafter the Delegates which represent the Neighborhood shall constitute the Neighborhood Committee which shall be advisory to the Master Association Board as specified in Section 8.05.

12.06 OTHER RIGHTS: The Developer shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Developer's opinion, are necessary or desirable in connection with the rights of Developer under this Declaration.

12.07 ASSIGNMENT BY DEVELOPER: All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, all of the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No such successor assignee of the rights of Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights. The Developer may from time to time convey a portion of the Premises to a Person who intends to develop and sell or resell Units ("Successor Developer"). The Developer may specifically grant to a Successor Developer some or all of the rights and powers reserved to the Developer in this Declaration with respect to the portion of the Premises conveyed to the Successor Developer by so providing in the deed of conveyance, and such rights and powers shall terminate as provided in the deed, but no later than such time as the Successor Developer is no longer vested with or controls title to any part of such portion of the Premises.

ARTICLE THIRTEEN

Amendment

13.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Developer reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units, (iii) to correct clerical or typographical errors in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, or (v) to restate or compile all previous amendments into a single document. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the Turnover Date.

13.02 AMENDMENT: Subject to the rights of the Developer under Section 13.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, or otherwise changed in whole or in part by the affirmative vote of at least 75% of the Delegates then serving (by number) or by an instrument executed by Owners of at least Seventy-Five Percent (75%) of the Units; except, that (i) the

provisions of this Section 13.02 may be amended only by an instrument executed by all of the Owners and all Mortgagees; (ii) Articles Eleven, Twelve and Thirteen or any other provisions relating to the rights of Developer may be amended only upon the written consent of the Developer; (iii) Section 10.04 and other provisions creating express rights in Mortgagees may be amended only by an instrument executed by all the Mortgagees; and (iv) any of the provisions hereof relating to the rights and obligations of the Turkey Creek Golf and Racquet Club may only be amended with the written consent of the then Record owner thereof. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Unit shall no longer have the legal access to and from his Unit. No amendment shall become effective until properly Recorded.

ARTICLE FOURTEEN Mortgagees' Rights

14.01 ALIENATION OF COMMUNITY AREA OR NEIGHBORHOOD AREA: Except as permitted under Section 4.11, after Community Area or a Neighborhood Area has been made subject to this Declaration, no part thereof may thereafter be abandoned, partitioned, subdivided, sold, alienated, mortgaged, released, transferred, hypothecated or otherwise encumbered without the approval of the Owners of 75% of the Units and such Owners' respective Mortgagees, if any.

14.02 NOTICE TO MORTGAGEES: Upon the specific, written request of a Mortgagee to the Master Association Board, the Mortgagee shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Master Association to the Owner of the Unit covered by the Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Master Association which are prepared for the Master Association and distributed to the Owners;

(c) Copies of notices of meetings of the Owners;

(d) Notice of the decision of the Owners to release any part or all of the Premises from the provisions of this Declaration;

(e) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Master Association;

(f) Notice of the decision of the Master Association to terminate professional management and assume self-management of the Community Area and Neighborhood Areas;

(g) Notice of any substantial damage to any part of the Community Area or a Neighborhood Area;

(h) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or a Neighborhood Area;

(i) Notice of any default by the Owner of the Unit which is subject to the Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of

the Master Association which is not cured within 30 days of the date of the default;

(j) The right to examine the books and records of the Master Association at any reasonable times;

(k) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(l) Notice of any proposed action which would require the consent of a specified percentage of the Mortgagees.

The request of a Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Master Association. Failure of the Master Association to provide any of the foregoing to a Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Master Association may require a reasonable fee be paid by any Mortgagee for the information or actions requested hereunder.

14.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or a Neighborhood Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area or a Neighborhood Area, any such distribution shall be made to the Owners and their respective Mortgagees, as their interests may appear, based on the relative Appraised Value of the Units, and no Owner or other party shall be entitled to priority over the Mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, that, nothing in this Section shall be construed to deny to the Master Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or Neighborhood Area as provided in Section 4.08 or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Section 4.13.

ARTICLE FIFTEEN Easement for Encroachment

15.01 EASEMENT FOR ENCROACHMENT: If by reason of the design, construction, reconstruction, settlement or shifting of any building or other improvement located on the Premises:

(a) A Unit or any structure containing one or more dwelling units shall encroach upon another Unit, upon the Community Area or upon a Neighborhood Area;

(b) Improvements to the Community Area or a Neighborhood Area shall encroach upon a Unit or the common elements of a condominium;

then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof. The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair

or replace any such encroaching improvement unless otherwise provided in this Declaration.

ARTICLE SIXTEEN Security

16.01 SECURITY FENCE: The Master Association shall erect and perpetually maintain a fence for security purposes around the exterior perimeter of the Development. The fence shall be erected no later than within one year after the first to occur of (i) the entire Development Area has been made subject to this Declaration as part of the Premises or (ii) Turnover Date. For such purposes, the Association is hereby granted an easement (which shall include the right to enter upon any land for purposes of erecting and maintaining the said fence) on the fifteen feet of the Premises which is contiguous to the said perimeter boundary. The Owners of all parcels of land within the Premises shall aid the Master Association in the maintenance of the security fence by causing no willful or negligent damage to same by the Owner, his invitees or guests. It is the express intention of the community that the security fence not be broken, or altered in any manner without the express written consent of the Master Association. The fence shall be Community Area hereunder and the cost of its construction, maintenance, repair and replacement shall be a Community Expense hereunder.

ARTICLE SEVENTEEN Miscellaneous

17.01 ENFORCEMENT: Enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder may be by proceeding at law or in equity by the Master Association, any Owner, or any aggrieved person against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages, and against the land to enforce any lien created hereunder; and failure by the Master Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

17.02 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Master Association at the time of such mailing or (ii) when delivered personally to his Unit.

17.03 CAPTIONS: The Article and paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

17.04 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

17.05 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or

common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time of Recording of this Declaration.

17.06 TITLE HOLDING LAND TRUST: In the event title to any Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on the date first **above** written.

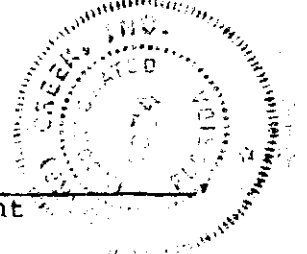
TURKEY CREEK, INC.

Witnesses:

Helen H. Charles
Johnny Hicks

Norwood W. Hope
Norwood W. Hope, President

Attest: A. Bice Hope (SEAL)
A. Bice Hope, Secretary



STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 26th day of October, 1982, by Norwood W. Hope and A. Bice Hope, President and Secretary, respectively, of Turkey Creek, Inc., a Florida corporation, on behalf of the corporation.

Helen H. Charles
Notary Public

This instrument was prepared by:
Brian Meltzer, Esquire
Schwartz & Freeman
401 North Michigan Ave., Suite 3400
Chicago, Illinois 60611

My commission expires: 4/21/83

David L. Reiman, Esquire
Reiman and Jones
35 N. Main St., Suite 20
Gainesville, Florida 32601

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EXHIBIT A TO
THE MASTER DECLARATION FOR
TURKEY CREEK

THE DEVELOPMENT AREA

I. ORIGINAL MASTER PLAN TURKEY CREEK

A tract of land situated in Fernandez Grant and in Sections 28 and 33, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows: Commence at the Northwest corner of said Section 28, thence South 0 degrees 42 minutes 41 Seconds East, 1315.55 feet along the West line of said Section 28 to the Point of Beginning; thence continue South 0 degrees 42 minutes 41 seconds East, 2641.63 feet; thence North 67 degrees 40 minutes 13 seconds West, 1592.95 feet; thence South 23 degrees 27 minutes 51 seconds West, 344.99 feet; thence South 62 degrees 33 minutes 35 seconds East, 2179.30 feet; thence North 29 degrees 51 minutes 51 seconds East, 834.23 feet; thence North 89 degrees 12 minutes 04 seconds East, 594.00 feet; thence South 29 degrees 14 minutes 16 seconds West, 1718.81 feet; thence South 73 degrees 34 minutes 38 seconds East, 1283.55 feet; thence South 02 degrees 51 minutes 21 seconds East, 1560.00 feet; thence North 76 degrees 38 minutes 33 seconds East, 726.26 feet; thence South 85 degrees 00 minutes 00 seconds East, 2590.00 feet; thence South 68 degrees 20 minutes 00 seconds East, 230.00 feet; thence Northerly along a curve concave Westerly having a central angle of 39 degrees 40 minutes 00 seconds, a radius of 900.00 feet; an arc length of 623.08 and a chord bearing and distance of North 1 degree 50 minutes 00 seconds East, 610.71 feet; thence Northwesterly along a curve concave Southwesterly having a central angle of 14 degrees 20 minutes 00 seconds, a radius of 2700.00 feet; an arc length of 675.44 feet, and a chord bearing and distance of North 25 degrees 10 minutes 00 seconds West, 673.68 feet; thence North 32 degrees 20 minutes 00 seconds West, 606.00 feet; thence Northerly along a curve concave Easterly having a central angle of 35 degrees 55 minutes 00 seconds, a radius of 2000.00 feet, an arc length of 1253.73 feet, and a chord bearing and distance of North 14 degrees 22 minutes 30 seconds West, 1233.30 feet; thence North 3 degrees 35 minutes 00 seconds East, 387.00 feet; thence Northerly along a curve concave Westerly having a central angle of 5 degrees 50 minutes 00 seconds, a radius of 4000.00 feet, an arc length of 407.24 feet and a chord bearing and distance of North 0 degrees 40 minutes 00 seconds East, 407.07 feet; thence North 2 degrees 15 minutes 00 seconds West 358.00 feet; thence Northerly along a curve concave Easterly having a central angle of 18 degrees 10 minutes 00 seconds, a radius of 2400.00 feet, an arc length of 760.96 feet; and a chord bearing and distance of North 6 degrees 50 minutes 00 seconds East, 757.78 feet; thence North 15 degrees 55 minutes 00 seconds East, 275.00 feet; thence Northerly along a curve concave Westerly having a central angle of 9 degrees 55 minutes 00 seconds, a radius of 1500.00 feet, an arc length of 259.62 feet, and a chord bearing and distance of North 10 degrees 57 minutes 30 seconds East 259.29 feet; thence North 6 degrees 00 minutes 00 seconds East, 182.00 feet; thence Northerly along a curve concave Easterly having a radius of 750.00 feet to its intersection with the South right-of-way line of U. S. Highway 441; thence Westerly along a curve concave Southerly having a radius of 5579.58 feet; to a concrete monument marking the P. C. of said right-of-way curve; thence North 73 degrees 22 minutes 40 seconds West, 282.95 feet, along the South right-of-way line of said U. S. Highway 441; thence South 1 degree 55 minutes 3 seconds East, 984.66 feet; thence South 88 degrees 29 minutes 14 seconds West, 1387.16 feet;

thence South 88 degrees 38 minutes 16 seconds West, 516.44 feet;
 thence North 17 degrees 14 minutes 50 seconds West, 26.89 feet;
 thence North 17 degrees 07 minutes 53 seconds West, 20.30 feet;
 thence North 8 degrees 32 minutes 03 seconds West, 70.83 feet;
 thence North 11 degrees 49 minutes 06 seconds West, 415.26 feet;
 thence North 29 degrees 43 minutes 19 seconds East, 141.58 feet;
 thence North 04 degrees 32 minutes 21 seconds East, 137.09 feet;
 thence North 04 degrees 23 minutes 10 seconds East, 252.70 feet;
 thence North 87 degrees 42 minutes 54 seconds West, 593.50 feet;
 thence South 87 degrees 08 minutes 10 seconds West, 50 feet; thence
 South 89 degrees 01 minutes 44 seconds West, 867.30 feet; thence
 North 0 degrees 58 minutes 16 seconds West, 275.49 feet; thence North
 89 degrees 21 minutes 23 seconds West 674.84 feet, to the Point of
 Beginning. Containing 494.8 acres, more or less.

II. PARCEL ALSO KNOWN AS SANCHEZ HILLS

That part of Fernandez Grant, and Section 33, Township 8 South,
 Range 19 East and Section 4, Township 9 South, Range 19 East, Alachua
 County, Florida, described as follows:

Commencing at the Northwest corner of Section 28, Township 8
 South, Range 19 East, thence S 0°42'41" E 3957.18 feet along the West
 line of said Section 28 and said line extended; thence N 67°40'13" W,
 1592.95 feet; thence S 23°27'51" W, 344.99 feet; thence S 62°33'35" E,
 2179.30 feet; thence N 29°51'51" E, 834.23 feet; thence N 89°12'04" E,
 594.00 feet; thence S 29°14'16" W, 1718.81 feet; thence S 73°34'38" E,
 1283.55 feet; thence S 02°51'21" E, 1560.00 feet to the Point of Begin-
 ning; thence N 76°38'33" E, 726.26 feet; thence S 85°00'00" E, 2590.00
 feet; thence S 68°20'00" E, 230.00 feet; thence Southwesterly along a
 curve, concave Northwesterly, having a central angle of 50°14'00", a
 radius of 900.00 feet, an arc of 789.06 feet, and a chord and bearing
 of 764.03 feet S 46°47'00" W; thence S 71°54'00" W, 698.00 feet;
 thence Southwesterly along a curve, concave Southeasterly, having a
 central angle of 87°45'00", a radius of 700.00 feet, an arc of 1072.07
 feet, and a chord and bearing of 970.32 feet S 28°01'30" W; thence
 S 15°51'00" E, 675.00 feet; thence Southerly along a curve, concave
 Westerly, having a central angle of 56°30'00", a radius of 675.00
 feet, an arc of 665.62 feet, and a chord and bearing of 638.98 feet
 S 12°24'00" W; thence S 40°39'00" W, 375.00 feet; thence Southerly
 along a curve, concave Easterly, having a central angle of 41°10'17",
 a radius of 750.00 feet, an arc of 538.93 feet, and a chord and
 bearing of 527.41 feet S 20°03'52" W; thence S 0°31'17" E, 159.12
 feet, to a point on the North line of the Arredondo Grant; thence
 S 89°28'43" W, 1924.89 feet; thence N 0°28'35" W, 270.34 feet; thence
 Northerly along a curve, concave Easterly; having a central angle of
 15°00'00", a radius of 5729.58 feet, an arc of 1500.00 feet, and a
 chord and bearing of 1495.72 feet N 7°01'29" E; thence N 14°31'27" E,
 657.86 feet; thence Northerly along a curve, concave Westerly, having
 a central angle of 17°22'48", a radius of 4583.66 feet, an arc of
 1390.40 feet, and a chord and bearing of 1385.07 feet N 5°50'03" E;
 thence N 2°51'21" W, 199.11 feet to the Point of Beginning. Containing
 216.1 acres more or less.

III. PARCEL ALSO KNOWN AS FERNANDEZ FOREST

That part of Sections 33 and 34, Township 8 South, Range 19
 East, and Section 4, Township 9 South, Range 19 East, Alachua County,
 Florida, described as follows:

Commencing at the Northwest corner of Section 28, Township 8
 South, Range 19 East, thence S 0°42'41" E, 3957.18 feet along the West
 line of said Section 28 and said line extended; thence North 67°40'13"
 West, 1592.95 feet; thence South 23°27'51" West, 344.99 feet; thence
 South 62°33'35" East, 2179.30 feet; thence North 29°51'51" East,

834.23 feet; thence North 89°12'04" East, 594.00 feet; thence South 29°14'16" West, 1718.81 feet; thence South 73°34'38" East, 1283.55 feet; thence South 02°51'21" East, 1560.00 feet; thence North 76°38'33" East, 726.26 feet; thence South 85°00'00" East, 2590.00 feet; thence South 68°20'00" East, 230.00 feet to the Point of Beginning; thence Northerly along a curve, concave Westerly, having a central angle of 7°19'25", a radius of 900.00 feet, an arc of 115.04 feet, and a chord and bearing of 114.96 feet N 18°00'18" E; thence South 78°50'30" E, 51.39 feet; thence Easterly along a curve, concave Northerly, having a central angle of 51°49'34", a radius of 350.00 feet, an arc of 316.54 feet, and a chord and bearing of 305.90 feet N 75°14'43" E; thence N 49°19'56" E, 109.66 feet; thence Northeasterly along a curve, concave Southeasterly, having a central angle of 27°34'32", a radius of 300.00 feet, an arc of 144.39 feet, and a chord and bearing of 143.00 feet N 63°07'12" E; thence N 76°54'28" E, 50.00 feet; thence S 13°05'32" E, 728.54 feet; thence S 0°04'15" E, 102.01 feet; thence S 88°19'11" W, 287.34 feet to the East Quarter corner of said Section 33; thence S 7°42'22" E, 1225.60 feet along the East line of said Section 33; thence S 89°10'09" W, 600.60 feet; thence S 7°48'50" E, 1321.55 feet to the South line of said Section 33; thence N 89°10'09" E, 27.00 feet along the said South line; thence S 0°56'03" E, 809.75 feet to the North line of Arredondo Grant; thence S 89°28'43" W, 2344.27 feet along said Grant line; thence N 0°31'17" W, 159.12 feet; thence Northerly along a curve, concave Easterly, having a central angle of 41°10'17", a radius of 750.00 feet, an arc of 538.93 feet, and a chord and bearing of 527.41 feet, N 20°03'52" E; thence N 40°39'00" E, 375.00 feet; thence Northerly along a curve, concave Westerly, having a central angle of 56°30'00", a radius of 675.00 feet, an arc of 665.62 feet, and a chord and bearing of 638.98 feet N 12°24'00" E; thence N 15°51'00" W, 675.00 feet; thence Northeasterly along a curve, concave Southeasterly, having a central angle of 87°45'00", a radius of 700.00 feet, an arc of 1072.07 feet, and a chord and bearing of 970.32 feet N 28°01'30" E, thence N 71°54'00" E, 698.00 feet; thence Northeasterly along a curve, concave Northwesterly having a central angle of 50°14'00", a radius of 900.00 feet, an arc of 789.06 feet, and a chord and bearing of 764.03 feet N 46°47'00" E to the Point of Beginning. Containing 163.6 acres more or less.

IV. PARCEL ALSO KNOWN AS DRY CREEK

That part of Sections 27, 28, 33, and 34, Township 8 South, Range 19 East, Alachua County, Florida, described as follows:

Commencing at the Northwest corner of said Section 28, thence S 0°42'41" E, 3957.18 feet along the West line of said Section 28 and said line extended; thence North 67°40'13" West, 1592.95 feet; thence South 23°27'51" West, 344.99 feet; thence South 62°33'35" East, 2179.30 feet; thence North 29°51'51" East, 834.23 feet; thence North 89°12'04" East, 594.00 feet; thence South 29°14'16" West, 1718.81 feet; thence South 73°34'38" East, 1283.55 feet; thence South 02°51'21" East, 1560.00 feet; thence North 76°38'33" East, 726.26 feet; thence South 85°00'00" East, 2590.00 feet; thence South 68°20'00" East, 230.00 feet; thence Northerly along a curve, concave Westerly, having a central angle of 7°19'25", a radius of 900.00 feet, an arc of 115.04 feet, and a chord and bearing of 114.96 feet N 18°00'18" E, to the Point of Beginning; thence Northerly along a curve, concave Westerly, having a central angle of 32°20'35", a radius of 900.00 feet, an arc of 508.04, and a chord and bearing of 501.32 feet N 1°49'43" West; thence Northwesterly along a curve concave Southwesterly having a central angle of 14°20'00", a radius of 2700.00 feet; an arc length of 675.44 feet, and a chord bearing and distance of North 25°10'00" West, 673.68 feet; thence North 32°20'00" West, 606.00 feet; thence Northerly along a curve concave Easterly havng a central angle of 35°55'00", a radius

of 2000.00 feet, an arc length of 1253.73 feet, and a chord bearing and distance of North 14°22'30" West, 1233.30 feet; thence North 3°35'00" East, 387.00 feet; thence Northerly along a curve concave Westerly having a central angle of 5°50'00", a radius of 4000.00 feet, an arc length of 407.24 feet, and a chord bearing and distance of North 0°40'00" East, 407.07 feet; thence North 2°15'00" West, 358.00 feet; thence Northerly along a curve concave Easterly having a central angle of 18°10'00", a radius of 2400.00 feet, an arc length of 760.96 feet; and a chord bearing and distance of North 6°50'00" East, 757.78 feet; thence North 15°55'00" East, 275.00 feet; thence Northerly along a curve concave Westerly having a central angle of 9°55'00", a radius of 1500.00 feet, an arc length of 259.62 feet, and a chord bearing and distance of North 10°57'30" East, 259.29 feet; thence North 6°00'00" East, 182.00 feet; thence Northerly along a curve, concave Easterly, having a central angle of 12°13'17", a radius of 750.00 feet, an arc of 159.98 feet, and a chord and bearing of 159.67 feet N 12°06'38" East to its intersection with the Southwesterly right-of-way line of U. S. 441; thence Southwesterly along the right-of-way of U. S. 441, being a curve, concave Southwesterly having a central angle of 12°04'04", a radius of 5579.58 feet, an arc of 1175.18 feet, and a chord and bearing of 1173.01 feet S 63°15'36" E; thence S 12°55'00" West, 1662.71 feet; thence S 1°11'01" East, 1356.31 feet; thence S 14°54'37" East 448.06 feet, thence South 19°45'53" East, 500.47 feet, thence South 19° 37'16" East, 393.53 feet; thence South 13°05'32" East, 548.07 feet, thence South 76°54'28" West, 50.00 feet; thence Southwesterly along a curve, concave Southeasterly, having a central angle of 27°34'32", a radius of 300.00 feet, an arc of 144.39 feet, and a chord and bearing of 143.00 feet, South 63°07'12" West; thence South 49°19'56" West, 109.66 feet; thence Easterly along a curve concave Northerly having a central angle of 51°49'34", a radius of 350.00 feet, an arc of 316.59 feet, and a chord and bearing of 305.90 feet, South 75°14'43" West; thence N 78°50'30" West, 51.39 feet to the Point of Beginning. Containing 109.201 acres more or less.

V. ADDITIONAL AREA

Real estate within a one (1) mile radius of the perimeter of the real estate described in items I through IV above.

EXHIBIT B TO
THE MASTER DECLARATION FOR
TURKEY CREEK

THE PREMISES

I. NEIGHBORHOODS

A. Neighborhood Number One.

1. Units. The following units are part of Neighborhood Number One:

- a. Lots 1 through 77 as shown on the plat of Turkey Creek Unit No. 1 as recorded at Plat Book "J", Pages 2 and 3, of the Public Records of Alachua County, Florida ("Turkey Creek Unit No. 1").

Included with Lot 43 and as part of that Unit is that parcel as shown in that Warranty Deed as recorded at O. R. Book 1094, Page 431 of the Public Records of Alachua County, Florida.

Included with Lot 72 and as part of that Unit is that parcel as shown in that Warranty Deed as recorded at O. R. Book 1163, Pages 59 and 60, of the Public Records of Alachua County, Florida.

Included with Lot 33 and as part of that Unit are those parcels as shown in Warranty Deed as recorded at O. R. Book 1246, Pages 11 and 12, and O. R. Book 1428, Page 202, of the Public Records of Alachua County, Florida.

- b. Lots 34 through 42 as shown on the plat of Turkey Creek Unit No. 2 as recorded at Plat Book "J", Page 40, of the Public Records of Alachua County, Florida.
- c. Lots 1A and 1 through 23 and 27 through 43 as shown on the plat of Turkey Creek Unit No. 3 as recorded at Plat Book "J", Page 58, of the Public Records of Alachua County, Florida.
- d. Lots 1 through 26 as shown on the plat of Turkey Creek Unit No. 4 as recorded at Plat Book "J", Page 89 of the Public Records of Alachua County, Florida.

Included with Lot 15 and as part of that Unit is that parcel as shown in that Warranty Deed as recorded at O. R. Book 1365, Page 123, of the Public Records of Alachua County, Florida.

- e. That parcel referred to in the Warranty Deed recorded at O. R. Book 1197, Pages 575 and 576, of the Public Records of Alachua County, Florida.

2. Neighborhood Areas. There are no Neighborhood Areas in Neighborhood Number One.

B. Neighborhood Number Two.

1. Units. The following units are part of Neighborhood Number Two:
 - a. Lots 1 through 33 and Lot 44 of Turkey Creek Unit No. 2 as shown on the plat thereof as recorded at Plat Book "J", Page 40, of the Public Records of Alachua County, Florida ("Turkey Creek Unit No. 2").
 - b. That parcel referred to in the Warranty Deed recorded at O. R. Book 1105, Pages 201 and 202, of the Public Records of Alachua County, Florida.
 - c. That parcel referred to in the Warranty Deed recorded at O. R. Book 1273, Pages 201 and 202, of the Public Records of Alachua County, Florida.
2. Neighborhood Areas. There are no Neighborhood Areas in Neighborhood Number 2.

C. Neighborhood Number Three.

1. Units. The following units are part of Neighborhood Number Three:
 - a. Lots 1 through 75 of Dry Creek Block A as shown on the plat thereof as recorded at Plat Book "J", Pages 23, of the Public Records of Alachua County, Florida.
 - b. Lots 1 through 153 of Dry Creek Block B as shown on the plat thereof as recorded at Plat Book "J", Pages 23, of the Public Records of Alachua County, Florida.
2. Neighborhood Areas. There are no Neighborhood Areas in Neighborhood Number Three.

D. Neighborhood Number Four.

1. Units. The following units are part of Neighborhood Number Four:
 - a. The following numbered lots in their respective Blocks of Turkey Creek Unit No. 8 as recorded at Plat Book "L", Page 24, of the Public Records of Alachua County, Florida:

Block 1	Lots 1 through 46
Block 2	Lots 1 through 3
Block 3	Lots 1 through 13
Block 4	Lots 1 through 21
Block 5	Lots 1 and 2
 - b. The following numbered lots in their respective Blocks of Turkey Creek Unit No. 9 as recorded at Plat Book "L", Page 25, of the Public Records of Alachua County, Florida:

Block 1 Lots 1 and 2
 Block 2 Lots 1 through 7
 Block 3 Lots 1 through 54
 Block 4 Lots 1 through 18
 Block 5 Lots 1 through 7
 Block 9 Lots 1 through 6
 Block 10 Lots 1 through 4
 Block 11 Lots 1 through 4
 Block 12 Lots 1 through 16
 Block 13 Lots 1 through 18

- c. The following numbered lots in their respective Blocks of the Replat of a Part of Turkey Creek Unit No. 9, as recorded at Plat Book "L", Page 42, of the Public Records of Alachua County, Florida:

Block 6A Lots 1A through 4A
 Block 7A Lots 1A through 4A
 Block 8A Lots 1A through 4A

- d. The following numbered lots in their respective Blocks of Turkey Creek Unit No. 10 as recorded at Plat Book "L", Page 26, of the Public Records of Alachua County, Florida:

Block 1 Lots 1 through 32
 Block 2 Lots 1 through 4
 Block 3 Lots 1 through 12
 Block 4 Lots 1 through 9
 Block 5 Lots 1 through 3
 Block 6 Lots 1 through 12
 Block 7 Lots 1 through 3
 Block 8 Lots 1 through 11
 Block 9 Lots 1 through 17
 Block 10 Lots 1 through 21

2. Neighborhood Areas. There are no Neighborhood Areas in Neighborhood Number Four.

E. Neighborhood Number Five.

1. Units. The following units are part of Neighborhood Number Five:

- a. The following numbered lots in their respective Blocks of the Replat of Turkey Creek Unit No. 5, as recorded at Plat Book "L", Page 22, of the Public Records of Alachua County, Florida:

Block 1 Lots 1 and 2
 Block 2 Lots 1 through 23
 Block 3 Lots 1 through 11
 Block 4 Lots 1 through 4
 Block 5 Lots 1 through 11
 Block 6 Lots 1 through 11

- b. The following numbered lots in their respective Blocks of Turkey Creek Unit No. 11, as recorded at Plat Book "L", Page 27, of the Public Records of Alachua County, Florida:

Block 1	Lots	1	through	12
Block 2	Lots	1	through	12
Block 3	Lots	1	through	9
Block 4	Lots	2	through	20
Block 5	Lots	1	through	3
Block 6	Lots	1	through	5
Block 7	Lot	1		
Block 8	Lots	1	through	10
Block 9	Lots	1	through	10
Block 10	Lots	1	through	10

- c. The following numbered lots in their respective Blocks of the Replat of Turkey Creek Unit No. 11, as recorded at Plat Book "L", Page 42, of the Public Records of Alachua County, Florida:

Block 3A	Lots	10A	and	11A
Block 4A	Lot	1A		

- d. The following numbered lots in their respective Blocks of Turkey Creek Unit No. 12, as recorded at Plat Book "L", Page 28, of the Public Records of Alachua County, Florida:

Block 1	Lots	1	through	12
Block 2	Lots	1	through	12
Block 3	Lots	1	through	12
Block 4	Lots	1	through	11
Block 5	Lots	1	through	6
Block 6	Lots	1	through	10
Block 7	Lots	1	through	10
Block 8	Lots	1	through	9
Block 9	Lot	1		

2. Neighborhood Areas. There are no Neighborhood Areas in Neighborhood Number Five.

F. Neighborhood Number Six.

1. Units. The following units are part of Neighborhood Number Six:

- a. The following numbered lots in their respective Blocks of Turkey Creek Unit No. 6, as recorded at Plat Book "K", Page 95, of the Public Records of Alachua County, Florida:

Block 1	Lots	1	through	6
Block 2	Lots	1	through	4
Block 3	Lots	1	through	10
Block 4	Lots	1	through	8
Block 5	Lots	1	through	12
Block 6	Lots	1	through	11
Block 7	Lots	1	through	14
Block 8	Lots	1	through	8
Block 9	Lots	1	through	12
Block 10	Lots	1	through	10
Block 11	Lots	1	through	26
Block 12	Lots	1	through	17
Block 13	Lots	1	through	20

- b. Lots 1 through 8 of Turkey Creek Unit No. 7, as recorded at Plat Book "L", Page 23, of the Public Records of Alachua County, Florida.

2. Neighborhood Areas. There are no Neighborhood Areas in Neighborhood Number Six.

G. Neighborhood Number Seven.

1. Units. Any and all dwellings constructed on the following described parcel shall be units and shall be part of Neighborhood Number Seven:

"Pinkosin Springs Parcel" being that parcel referred to as "Parcel 6" in that certain Warranty Deed recorded at O. R. Book 1340, Pages 619 through 622 of the Public Records of Alachua County, Florida, excepting therefrom the real estate described in that certain deed recorded in O. R. Book 1392, Page 509 of the Public Records of Alachua County, Florida.

2. Neighborhood Areas. There are no Neighborhood Areas in Neighborhood Number Seven.

II. COMMUNITY AREAS

The following described real estate is part of the Community Area:

- A. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 1.
- B. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 2.
- C. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 3.
- D. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 4.
- E. All roadways and common areas as shown on the Replat of Turkey Creek Unit No. 5.
- F. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 6.
- G. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 7.
- H. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 8.
- I. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 9.
- J. All roadways and common areas as shown on the Replat of Turkey Creek Unit No. 9.
- K. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 10.
- L. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 11.
- M. All roadways and common areas as shown on the Replat of Turkey Creek Unit No. 11.

- N. All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 12.
- O. All roadways and common areas as shown on the Plat of Dry Creek, Block A.
- P. All roadways and common areas as shown on the Plat of Dry Creek, Block B.
- Q. Those properties described in the Easement recorded at O. R. Book 1116, Pages 479 through 486 of the Public Records of Alachua County, Florida.
- R. Those properties described in the Warranty Deed recorded in O. R. Book 1402, Pages 827 and 828.
- S. That property described in that certain Deed recorded in O. R. Book 1392, Page 509 of the Public Records of Alachua County, Florida.

III. PREMISES

All of the properties described above as being part of a Neighborhood or part of Community Area shall be part of the Premises.

EXHIBIT C TO
THE MASTER DECLARATION FOR
TURKEY CREEK

Prior Declarations

Declaration of Covenants, Conditions and Restrictions, dated March 10, 1977, filed March 11, 1977 and recorded in Official Records Book 1054, pages 777-785 of the public records of Alachua County, Florida.

Amendment to Declaration of Covenants, Conditions and Restrictions of Turkey Creek Unit No. 1, dated March 12, 1977, filed March 25, 1977 and recorded in Official Records Book 1057, pages 647-648 of the public records of Alachua County, Florida.

Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 1977, filed November 9, 1977 and recorded in Official Records Book 1101, pages 366-368 of the public records of Alachua County, Florida.

Second Amendment to Declaration of Covenants, Conditions and Restrictions of Turkey Creek Unit No. 1, dated February 1, 1978 and filed February 1, 1978 and recorded in Official Records Book 1116, pages 463-464 of the public records of Alachua County, Florida.

Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 1, 1978, filed February 1, 1978 and recorded in Official Records Book 1116, pages 488-490 of the public records of Alachua County, Florida.

Declaration of Intention of Effect of Supplemental Declaration of Covenants, Conditions and Restrictions, dated April 10, 1978, filed April 14, 1978 and recorded in Official Records Book 1130, pages 747-748 of the public records of Alachua County, Florida.

Declaration of Intention of Second Amendment to Declaration of Covenants, Conditions and Restrictions of Turkey Creek Unit No. 1, dated April 10, 1978, filed April 14, 1978 and recorded in Official Records Book 1130, pages 749-750 of the public records of Alachua County, Florida.

Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 15, 1978, filed June 15, 1978 and recorded in Official Records Book 1142, pages 883-885 of the public records of Alachua County, Florida.

Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 23, 1979, filed March 26, 1979 and recorded in Official Records Book 1197, pages 377-379 of the public records of Alachua County, Florida.

Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 31, 1979, filed June 6, 1979 and recorded in Official Records Book 1212, pages 240-242 of the public records of Alachua County, Florida.

Third Amendment to Declaration of Covenants, Conditions and Restrictions of Turkey Creek, dated December 2, 1979, filed February 22, 1980 and recorded in Official Records Book 1263, pages 300-302 of the public records of Alachua County, Florida.

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Turkey Creek, dated December 1, 1980, filed January 12, 1981 and recorded in Official Records Book 1323, pages 774-776 of the public records of Alachua County, Florida.

Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Turkey Creek, dated April 3, 1981 and filed April 6, 1981 and recorded in Official Records Book 1338, pages 986-991 of the public records of Alachua County, Florida.

First Compilation of and Amendment to Declaration of Covenants, Conditions and Restrictions Relating to Turkey Creek Master Owners' Association, Inc., dated December 30, 1981, filed December 31, 1981 and recorded in Official Records Book 1391, pages 1-43, public records of Alachua County, Florida.

Declaration of Covenants, Conditions and Restrictions, dated February 1, 1978, filed February 1, 1978 and recorded in Official Records Book 1116, pages 431-462 of the public records of Alachua County, Florida.

First Amendment to Declaration of Covenants, Conditions and Restrictions, dated December 3, 1979, filed March 19, 1980 and recorded in Official Records Book 1268, pages 114-116 of the public records of Alachua County, Florida.

Second Amendment to Declaration of Covenants, Conditions and Restrictions, dated December 1, 1980 and filed January 16, 1981 and recorded in Official Records Book 1324, pages 828-829 of the public records of Alachua County, Florida.

Amendment to Declaration of Covenants, Conditions and Restrictions, dated December 14, 1979 and filed January 16, 1981 and recorded in Official Records Book 1324, pages 830-835 of the public records of Alachua County, Florida.

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Turkey Creek Master Owners Association, dated April 6, 1981, filed April 7, 1981 and recorded in Official Records Book 1339, pages 224-236 of the public records of Alachua County, Florida.

Those portions of the First Amendment to First Compilations of Covenants, Conditions and Restrictions Relating to Turkey Creek Master Owners' Association, Inc., and Relating to Turkey Creek Club Villa Owners Association, Inc., dated March 31, 1982, filed April 14, 1982 and recorded in Official Records Book 1407, pages 992-997, public records of Alachua County, Florida which relate to the Master Association.

Amendment to and Supplemental Declaration of Covenants, Conditions and Restrictions relating to Turkey Creek Unit No. 6, dated April 15, 1981 and filed April 15, 1981 and recorded in Official Records Book 1340, pages 476-485 of the public records of Alachua County, Florida.

First Amendment to Declaration of Covenants, Conditions and Restrictions of Turkey Creek Unit No. 6, dated July 10, 1981, filed July 13, 1981 and recorded in Official Records Book 1358, pages 335-339 of the public records of Alachua County, Florida.

Declaration of Covenants, Conditions and Restrictions, dated April 3, 1978, filed April 4, 1978 and recorded in Official Records Book 1128, pages 467-479 of the public records of Alachua County, Florida.

Amendment to Declaration of Covenants, Conditions and Restrictions of Dry Creek, dated July 10, 1978 and filed July 11, 1978 and recorded

in Official Records Book 1148, pages 64-66 of the public records of Alachua County, Florida.

Second Amendment to Declaration of Covenants, Conditions and Restrictions of Dry Creek, dated December 3, 1979 and filed February 22, 1980 and recorded in Official Records Book 1263, pages 295-297 of the public records of Alachua County, Florida.

Third Amendment to Declaration of Covenants, Conditions and Restrictions of Dry Creek, dated December 1, 1980 and filed January 12, 1981 and recorded in Official Records Book 1323, pages 779-781 of the public records of Alachua County, Florida.

EXHIBIT D
TO
MASTER DECLARATION FOR TURKEY CREEK

SPECIAL USE RESTRICTIONS

In addition to the General Restrictions governing the Premises and any dwellings built thereon as specified in the Declaration, the following Special Restrictions also apply to those Units hereafter indicated.

A. ESTATE LOTS

Following is a listing of Estate Lots, together with specific restrictions relating to such lots. In addition to the specific restrictions set forth below, the following shall apply:

- (i) Only single family homes may be constructed on an Estate Lot;
- (ii) There shall be no detached garage built on any Estate Lot;
- (iii) No building shall exceed 2-1/2 stories in height;
- (iv) On the Estate Lots which are 100 feet wide or greater, each dwelling constructed shall have one attached enclosed garage capable of storing at least two automobiles;
- (v) On the Estate Lots which are less than 100 feet wide each dwelling constructed shall have one attached, enclosed garage capable of storing one or two automobiles, and provisions must be made for the off-street parking of a minimum of two automobiles either in such garages or within designated paved parking areas in such a manner so that each car may be moved without the necessity of moving the other car (e.g., side-by-side).

Section 1. Dry Creek Block A

a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Lots 1 through 75

b. No building shall be constructed on any lot which shall contain less than 1,450 square feet of floor area, excluding unenclosed porches, garages and carports.

c. The following setback requirements shall apply to these lots:

Front setback - 25 feet
Side setback - 7.5 feet
Rear setback - 20 feet

d. The Association, at its sole discretion, shall design, landscape, plant, perpetually care for and maintain the following described property in Dry Creek "A" which is hereby designated as "Restricted Lot Area" and which is adjacent to and adjoining the common area of Turkey Creek Boulevard, in

an aesthetically pleasing manner from both the lot side and the Turkey Creek Boulevard side of said property:

The westerly rear 15' of Lots 10 through 13, inclusive, and Lot 28; the westerly 15' immediately adjacent to and adjoining Turkey Creek Boulevard of Lots 9, 14, 26, 27, 29 and 75; and the 15' on the lot side of the following lot radii immediately adjacent to and adjoining Turkey Creek Boulevard as shown on the plat:

42.12' radius on Lot 9
38.97' radius on Lot 26
39.57' radius on Lot 27
38.59' radius on Lot 75

Said property shall be designed, landscaped, planted, cared for and maintained with, but not limited to, ornamental type plants, hedges, grass, trees, rocks, etc. at the sole discretion of the Association. It is recognized and understood that the main purpose for planting this property is for screening and to make the view aesthetically pleasing from the property to Turkey Creek Boulevard and from Turkey Creek Boulevard to the property. The Master Association shall have the right of access to said described property for the purpose of maintaining, improving, replanting, etc. said property and the landscaping thereon. The owners of said property shall do nothing detrimental to the plantings, landscaping or improvements on said property and no fence, structure or any other object of any kind shall be erected on said property except by the Master Association.

Section 2. Dry Creek Block B

a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Lots 1 through 153

b. No building shall be constructed on any lot which shall contain less than 900 square feet of floor area, excluding unenclosed porches, garages and carports.

c. The following setback requirement shall apply to these lots:

Front setback - 25 feet
Side setback - 7 feet
Rear setback - 20 feet

d. The Association, at its sole discretion, shall design, landscape, plant, perpetually care for and maintain the following described property in Dry Creek "B" which is hereby designated as "Restricted Lot Area" and which is adjacent to and adjoining the common area of Turkey Creek Boulevard, in an aesthetically pleasing manner from both the lot side and the Turkey Creek Boulevard side of said property:

The westerly rear 15' of Lots 2 through 10, inclusive, Lots 79 through 86, inclusive, and Lots 89 through 97, inclusive; the westerly 15' immediately adjacent to and adjoining Turkey Creek Boulevard of Lots 11, 12, and 78; and the 15' on the lot side of the following lot radii immediately adjacent to and adjoining Turkey Creek Boulevard as shown on the plat:

39.90' radius on Lot 1
37.25' radius on Lot 78
38.81' radius on Lot 87
38.81' radius on Lot 88
39.90' radius on Lot 98

Said property shall be designed, landscaped, planted, cared for and maintained with, but not limited to, ornamental type plants, hedges, grass, trees, rocks, etc. at the sole discretion of the Association. It is recognized and understood that the main purpose for planting this property is for screening and to make the view aesthetically pleasing from the property to Turkey Creek Boulevard and from Turkey Creek Boulevard to the property. The Master Association shall have the right of access to said described property for the purpose of maintaining, improving, replanting, etc. said property and the landscaping thereon. The owners of said property shall do nothing detrimental to the plantings, landscaping or improvements on said property and no fence, structure or any other object of any kind shall be erected on said property except by the Master Association.

Section 3. Turkey Creek Unit No. 1

a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Lots 1 through 77

b. No building shall be constructed on any lot which shall contain less than the amount of square footage of floor area, excluding unenclosed porches, garages and carports on any lot, as set out below, together with building setback requirements:

- 1) Lots 36 through 41, inclusive; and Lots 56 through 60, inclusive

No less than 1,250 square feet
Front setback - 20 feet
Side setback - 7.5 feet
Rear setback - 15 feet

- 2) Lots 28, 55 and 77; Lots 33, 34 and 35

No less than 1,450 square feet
Front setback - 40 feet
Side setback - 10 feet
Rear setback - 25 feet

- 3) Lots 1 through 27, inclusive; Lots 29 through 32, inclusive; Lots 42 through 54, inclusive; Lots 61 through 76, inclusive

No less than 1,750 square feet
Front setback - 40 feet
Side setback - 10 feet
Rear setback - 25 feet

Section 4. Driltech Parcel

a. The parcel referred to in the Warranty Deed recorded at O. R. Book 1105, Pages 201 and 202 of the Public Records of Alachua County, Florida shall be known as an "Estate Lot".

b. No building shall be constructed on said lot which shall contain less than 1,000 square feet of floor area, excluding unenclosed porches, garages and carports.

c. The following setback requirements shall apply to this lot:

Front setback - 20 feet
Side setback - 3 feet
Rear setback - 15 feet

Section 5. Turkey Creek Unit No. 2

a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Lots 34 through 43

b. No building shall be constructed on any lot which shall contain less than the amount of square footage of floor area, excluding unenclosed porches, garages and carports on any lot, as set out below, together with building setback requirements:

1) Lots 34 and 35

No less than 1,750 square feet
Front setback - 40 feet
Side setback - 10 feet
Rear setback - 25 feet

2) Lots 37, 38, 41 and 42

No less than 1,450 square feet
Front setback - 15 feet (except that no garage door opening facing the street will be placed any closer than 25 feet of the front property line)
Northwesterly side setback - 6 inches
Southeasterly side setback - 8 feet
Rear setback - 15 feet

3) Lots 36, 39, 40 and 43

No less than 1,450 square feet
Front setback - 15 feet (except that no garage door opening facing the street will be placed any closer than 25 feet of the front property line)
Side setback - 5 feet
Rear setback - 15 feet

Section 6. Turkey Creek Unit No. 3

a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Lots 1A and 1 through 23 and 27 through 43

b. No building shall be constructed on any lot which shall contain less than the amount of square footage of floor area, excluding unenclosed porches, garages and carports on any lot, as set out below, together with building setback requirements:

1) Lots 1A and 1 through 12

No less than 1,250 square feet
Front setback - 20 feet
Side setback - 5 feet
Rear setback - 15 feet

2) Lots 13, 21, 22, 23, 28, 29, 30, 31, 32, 35, 36, 38 and 39

No less than 1,750 square feet
Front setback - 30 feet
Interior side setback - 10 feet
Street side setback - 15 feet
Rear setback - 20 feet

3) Lots 14 through 20, inclusive; 27, 33, 34, 37, 40, 41, 42 and 43

No less than 1,750 square feet
Front setback - 40 feet
Interior side setback - 10 feet
Street side setback - 15 feet
Rear setback - 20 feet

Section 7. Forest's Lot

a. The parcel referred to in the Warranty Deed recorded at O. R. Book 1197, Pages 575 and 576 of the Public Records of Alachua County, Florida ("Forest's Lot") shall be known as an "Estate Lot".

b. No building shall be constructed on the lot which shall contain less than 1,750 square feet of floor area, excluding unenclosed porches, garages and carports, together with building setback requirements set out below:

c. The following setback requirements shall apply to this lot:

Front setback - 40 feet
Side setback - 10 feet
Rear setback - 25 feet

Section 8. Turkey Creek Unit No. 4

a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Lots 1 through 26

b. No building shall be constructed on any lot which shall contain less than the amount of square footage of floor area, excluding unenclosed porches, garages and carports on any lot, as set out below, together with building setback requirements:

1) Lots 1 and 26

No less than 1,750 square feet
Front setback - 35 feet
Side setback - 10 feet
Rear setback - 25 feet

2) Lots 2 through 7, inclusive; and Lots 17 through 25

No less than 1,250 square feet
Front setback - 25 feet
Side setback - 5 feet
Rear setback - 20 feet

3) Lots 8 through 13, and Lots 15 and 16

No less than 1,250 square feet
Front setback - 25 feet
Side setback - 5 feet
Rear setback - 15 feet

4) Lot 14

No less than 1,500 square feet
Front setback - 25 feet
Side setback - 10 feet
Rear setback - 20 feet

Section 9. Turkey Creek Unit No. 5

a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Block 1, Lots 1 and 2

b. No building shall be constructed on these lots which shall contain less than 1,600 square feet of enclosed, heated living area.

c. The following setback requirements shall apply to these lots:

Front Yard setback (adjoins street right-of-way) - 25 feet
Rear Yard setback (opposite front yard) - 15 feet
Interior Side Yard setback - 7-1/2 feet
Streetside Yard setback - 10 feet

Section 10. Turkey Creek Unit No. 8

a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Block 2, Lots 1 through 3
Block 5, Lots 1 and 2

b. No building shall be constructed on these lots which shall contain less than 1,600 square feet of enclosed, heated living area.

c. The following setback requirements shall apply to these lots:

Front Yard setback (adjoins street right-of-way) - 25 feet
Rear Yard setback (opposite front yard) - 15 feet
Interior Side Yard setback - 7-1/2 feet
Streetside Yard setback - 10 feet

Section 11. Turkey Creek Unit No. 9

a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Block 1, Lots 1 and 2

b. No building shall be constructed on these lots which shall contain less than 1,600 square feet of enclosed, heated living area.

c. The following setback requirements shall apply to these lots:

Front Yard setback (adjoins street right-of-way) - 25 feet
Rear Yard setback (opposite front yard) - 15 feet
Interior Side Yard setback - 7-1/2 feet
Streetside Yard setback - 10 feet

B. FAIRWAY VILLA LOTS

Following is a listing of Fairway Villa Lots, together with specific restrictions relating to such lots. In addition to the specific restrictions set forth below the following shall apply:

(i) Only single family homes may be constructed on a Fairway Villa Lot;

(ii) There shall be no detached garage built on any Fairway Villa Lot;

(iii) No building shall exceed 2-1/2 stories in height;

(iv) Each dwelling constructed on a Fairway Villa Lot shall have one attached, enclosed garage capable of storing one or two automobiles, and provisions must be made for the off-street parking of a minimum of two automobiles either in such garages or within designated paved parking areas in such a manner so that each car may be moved without the necessity of moving the other car (e.g., side-by-side).

Section 1. The following numbered lots in their respective units and blocks shall be known as "Fairway Villa Lots":

Turkey Creek Unit No. 5 (Replat)

Block 2, Lots 1 through 23
Block 4, Lots 1 through 4

Turkey Creek Unit No. 6

Block 2, Lots 1 through 4
Block 8, Lots 1 through 8
Block 11, Lots 1 through 26
Block 12, Lots 1 through 17

Turkey Creek Unit No. 8

Block 1, Lots 1 through 46
Block 4, Lots 1 through 21

Turkey Creek Unit No. 9

Block 2, Lots 1 through 7
Block 3, Lots 1 through 54
Block 4, Lots 1 through 18
Block 5, Lots 1 through 7
Block 10, Lots 1 through 4
Block 12, Lots 1 through 16
Block 13, Lots 1 through 18

Turkey Creek Unit No. 10

Block 1, Lots 1 through 32
Block 2, Lots 1 through 4
Block 7, Lots 1 through 3
Block 8, Lots 1 through 11
Block 9, Lots 1 through 17
Block 10, Lots 1 through 21

Turkey Creek Unit No. 11

Block 4, Lots 2 through 20
Block 7, Lot 1

Turkey Creek Unit No. 11 (Replat)

Block 4A, Lot 1A

Turkey Creek Unit No. 12

Block 5, Lots 1 through 6
Block 9, Lot 1

Section 2. No building shall be constructed on any Fairway Villa Lot which shall contain less than 1,100 square feet of enclosed, heated living area, together with the following setback requirements:

Front Yard setback (adjoins street right-of-way) - 25 feet
Rear Yard setback (opposite front yard) - 15 feet
Side Yard setback - 8 feet on one side and none on the other*
Any Yard abutting golf course must be at least 15 feet

*As used herein left side means left hand side while facing lot from street right-of-way, and right side is opposite the left side.

- a. 8 feet side yard required on the left side for:

Turkey Creek Unit No. 5

Block 2, Lots 1 through 23
Block 4, Lots 1 through 4

Turkey Creek Unit No. 6

Block 3, Lots 6 through 8
Block 11, Lots 3 through 26
Block 12, Lots 1 through 6

Turkey Creek Unit No. 8

Block 1, Lots 1 through 46
Block 4, Lots 11 through 21

Turkey Creek Unit No. 9

Block 3, Lots 1 through 54
Block 4, Lots 1 through 9
Block 5, Lots 1 through 7
Block 10, Lots 1 through 4
Block 12, Lots 1 through 9
Block 13, Lots 10 through 18

Turkey Creek Unit No. 10

Block 1, Lots 1 through 32
Block 2, Lots 1 through 4
Block 7, Lots 1 through 3
Block 8, Lots 1 through 5
Block 9, Lots 9 through 17
Block 10, Lots 1 through 21

Turkey Creek Unit No. 11

Block 4, Lots 5 through 19

- b. 8 feet side yard required on the right side for:

Turkey Creek Unit No. 6

Block 2, Lots 1 through 4
Block 8, Lots 1 through 4
Block 11, Lots 1 and 2
Block 12, Lots 7 through 17

Turkey Creek Unit No. 8

Block 4, Lots 1 through 10

Turkey Creek Unit No. 9

Block 2, Lots 1 through 7
Block 4, Lots 10 through 18
Block 12, Lots 10 through 16
Block 13, Lots 1 through 9

Turkey Creek Unit No. 10

Block 8, Lots 6 through 11
Block 9, Lots 1 through 8

Turkey Creek Unit No. 11

Block 4, Lots 2 through 4 and 20

Turkey Creek Unit No. 11 (Replat)

Block 4A, Lot 1A

Turkey Creek Unit No. 12

Block 5, Lots 1 through 6
Block 9, Lot 1

- c. NO side yard setback required for:

Turkey Creek Unit No. 11

Block 7, Lot 1

- d. Additional requirements in Turkey Creek Unit No. 6

Lot 5 of Block 8 shall have 20 feet side yard required on the side abutting Lot 6, 15 feet all side yards abutting golf course and no setback on side which is parallel with Lot 4.

Additionally, Lot 17 of Block 12 shall have a planting area reserved for three (3) feet on the

side of said lot which area is hereby designated as "Restricted Lot Area" and which adjoins the street right-of-way for Creek Drive West. The Association shall plant and maintain shrubbery, plants, bushes, etc. in said three feet in such a manner as to partially screen the dwelling on said lot from the said right of way.

C. TOWNHOUSE LOTS

In addition to the General Restrictions governing the Premises and any dwellings built thereon as specified in the Declaration, the following Special Restrictions also apply to those Units hereafter indicated.

Section 1.

a. The following numbered lots in their respective units and blocks shall be known as "Townhouse Lots":

Turkey Creek Unit No. 5

Block 3, Lots 1 through 11
Block 5, Lots 1 through 11
Block 6, Lots 1 through 11

Turkey Creek Unit No. 6

Block 1, Lots 1 through 6
Block 3, Lots 1 through 10
Block 4, Lots 1 through 8
Block 5, Lots 1 through 12
Block 6, Lots 1 through 11
Block 7, Lots 1 through 14
Block 9, Lots 1 through 12
Block 10, Lots 1 through 10

Turkey Creek Unit No. 9

Block 9, Lots 1 through 6
Block 11, Lots 1 through 4

Turkey Creek Unit No. 9 (Replat)

Block 6A, Lots 1A through 4A
Block 7A, Lots 1A through 4A
Block 8A, Lots 1A through 4A

Turkey Creek Unit No. 10

Block 3, Lots 1 through 12
Block 4, Lots 1 through 9
Block 5, Lots 1 through 3
Block 6, Lots 1 through 12

Turkey Creek Unit No. 11

Block 1, Lots 1 through 12
Block 2, Lots 1 through 12
Block 3, Lots 1 through 9
Block 5, Lots 1 through 3
Block 6, Lots 1 through 5
Block 8, Lots 1 through 10
Block 9, Lots 1 through 10
Block 10, Lots 1 through 10

Turkey Creek Unit No. 11 (Replat)

Block 3A, Lots 10A and 11A

Turkey Creek Unit No. 12

Block 1, Lots 1 through 12
Block 2, Lots 1 through 12
Block 3, Lots 1 through 12
Block 4, Lots 1 through 11
Block 6, Lots 1 through 10
Block 7, Lots 1 through 10
Block 8, Lots 1 through 9

b. Each dwelling constructed on the Townhouse Lots shall have one attached, enclosed garage capable of storing one or two automobiles, and provisions must be made for the off-street parking of at least two automobiles either in such garages or within designated paved parking areas in such a manner so that each car may be moved without the necessity of moving the other car (e.g., side-by-side).

c. Buildings on Townhouse lots shall not exceed two and one-half (2-1/2) stories in height.

d. No building shall be constructed on any lot which shall contain less than 900 square feet of enclosed, heated living area, together with the following setback requirements:

Front Yard setback (adjoins street right-of-way) - 25 feet
Rear Yard setback (opposite front yard) - 15 feet
Side Yard setback - None

e. Additionally, Lots 1 through 6 of Block 1 of Turkey Creek Unit No. 6 shall have a planting area reserved for three feet (3') on the side of said lots which adjoins the street right-of-way for Creek Drive West which area is hereby designated "Restricted Lot Area". The Master Association shall plant and maintain shrubbery, plants, bushes, etc. in such a manner as to partially screen the dwellings on said lots from the said right-of-way.

D. CLUB VILLA LOTS

In addition to the General Restrictions governing the Premises and any dwellings built thereon as specified in the Declaration, the following Special Restrictions also apply to those lots hereafter indicated.

Turkey Creek Unit No. 2

a. The following lots or Association permitted and approved portions thereof shall be known as "Club Villa Lots":

Lots 1 through 33, 44 and 44A

b. No building shall be constructed on any lot which shall contain less than two (2) nor more than six (6) single family attached living units, each containing a minimum of 850 square footage of floor area, excluding unenclosed porches, or car-ports.

c. The following setback requirements shall apply to this lot:

Front setback - 25 feet
Side setback - 3 feet
Rear setback - 15 feet

d. Buildings shall not exceed three (3) stories in height. Each lot shall have provisions for paved off-street parking for at least two automobiles per dwelling unit constructed on the lot. Parking shall be permitted in the setbacks of a lot if special permission is obtained from the Association.

E. MULTIFAMILY LOTS

In addition to the General Restrictions governing the Premises and any dwellings built thereon as specified in the Declaration, the following Special Restrictions also apply to those lots hereafter indicated.

Section 1. Pinkosin Springs Parcel

a. The following parcel or Association permitted and approved portions thereof shall be known as "Multifamily Lots":

The Pinkosin Springs Parcel (that property described as "Parcel 6" in the Warranty Deed Recorded at O. R. Book 1340, Pages 619-622), excepting therefrom the property described in that certain deed recorded in O. R. Book 1392, Page 509 of the Public Records of Alachua County, Florida.

b. On the Pinkosin Springs Parcel, no building shall be constructed which shall contain less than one (1) nor more than eight (8) attached living units, each containing a minimum of 750 square feet of floor area, excluding unenclosed porches or carports. Said buildings shall have a side setback of three feet (3'). In addition, no building shall be constructed within twenty feet (20') of the north, east and south borders of the Pinkosin Springs Parcel nor within twenty-five feet (25') of the existing creek flowing through the property and the owner of such property shall be required to maintain such twenty feet (20') and twenty-five feet (25') strips as natural landscaped buffer areas.

c. The Pinkosin Springs Parcel shall be permitted one (1) paved access to Turkey Creek Boulevard on the north side of the existing creek flowing through the approximate center of the property, and one (1) paved access to Creek Drive North on the south side of said creek. However, the location of each such access must be approved in writing by Turkey Creek, Inc., prior to construction.

d. Buildings shall not exceed three (3) stories in height. Each lot shall have provisions for paved off-street parking for at least two automobiles per dwelling unit constructed on the lot. Parking shall be permitted in the setbacks of a lot if special permission is obtained from the Association.

e. Notwithstanding the other provisions of this Declaration, the buildings located on this parcel may be used for a real estate sales office for the purpose of lot or land sales until February 2, 1989.

Section 2. Turkey Creek Unit No. 6

a. The following lots or Association permitted and approved portions thereof shall be known as "Multifamily Lots":

Block 13, Lots 1 through 20

b. No building shall be constructed on any lot which contains more dwelling units on said lot than listed as follows:

Block 13, Lots 9 through 14 - 8 dwelling units maximum
Block 13, Lots 17 through 19 - 8 dwelling units maximum
Block 13, Lots 5 through 8 - 14 dwelling units maximum
Block 13, Lot 20 - 14 dwelling units maximum
Block 13, Lots 1 through 4 - 20 dwelling units maximum
Block 13, Lots 15 and 16 - 20 dwelling units maximum

c. Buildings shall not exceed three (3) stories in height. Each attached dwelling unit shall contain not less than 700 square feet of enclosed, heated living area.

d. Each building shall have a front setback for building purposes of ten feet (10'), side yard setbacks of ten feet (10') on each side, and a rear yard setback of ten feet (10'). If two (2) lots are combined, then the resulting lot shall have ten feet (10') setbacks on all four sides of the resulting lot.

e. Each lot shall have provisions for paved off-street parking for at least two automobiles per dwelling unit constructed on the lot. Parking shall be permitted in the setbacks of a lot if special permission is obtained from the Association.

Section 3. Turkey Creek Unit No. 7

a. The following lots or Association permitted and approved portions thereof shall be known as "Multifamily Lots":

Lots 1 through 8

b. No building shall be constructed on any lot in Turkey Creek Unit No. 7 which contains more dwelling units on said lot than listed as follows:

Lots 1 through 4 - 15 dwelling units maximum
Lots 5 through 6 - 22 dwelling units maximum
Lot 7 - 21 dwelling units maximum
Lot 8 - 65 dwelling units maximum

c. Buildings shall not exceed three (3) stories in height, except that on Lot 8 of Turkey Creek Unit No. 7, a building may be constructed a maximum of seven (7) stories in height. Each attached dwelling unit shall contain not less than 700 square feet of enclosed, heated living area.

d. Each building shall have a front setback for building purposes of ten feet (10'), side yard setbacks of ten feet (10') on each side, and a rear yard setback of ten feet (10'). If two (2) lots are combined, then the resulting lot shall have ten feet (10') setbacks on all four sides of the resulting lot.

e. Each lot shall have provisions for paved off-street parking for at least two automobiles per dwelling unit constructed

on the lot. Parking shall be permitted in the setbacks of a lot if special permission is obtained from the Association.

Section 4. Turkey Creek Unit No. 8

a. The following lots or Association permitted and approved portions thereof shall be known as "Multifamily Lots":

Block 3, Lots 1 through 13

b. No building shall be constructed on any lot in Turkey Creek Unit No. 8 which contains more dwelling units on said lot than listed below:

Block 3, Lot 1	- 9 dwelling units maximum
Block 3, Lots 2 through 14	- 15 dwelling units maximum
Block 3, Lot 7	- 15 dwelling units maximum
Block 3, Lots 10 through 12	- 15 dwelling units maximum
Block 3, Lots 1 and 9	- 20 dwelling units maximum
Block 3, Lots 5, 6 and 8	- 21 dwelling units maximum

c. Buildings shall not exceed three (3) stories in height. Each attached dwelling unit shall contain not less than 700 square feet of enclosed, heated living area.

d. Each building shall have a front setback for building purposes of ten feet (10'), side yard setbacks of ten feet (10') on each side, and a rear yard setback of ten feet (10'). If two (2) lots are combined, then the resulting lot shall have ten feet (10') setbacks on all four sides of the resulting lot.

e. Each lot shall have provisions for paved off-street parking for at least two automobiles per dwelling unit constructed on the lot. Parking shall be permitted in the setbacks of a lot if special permission is obtained from the Association.

SUPPLEMENTAL DECLARATION
RELATING TO PARCELS A, B AND C

RECORDED
OFFICIAL RECORDS

91 DEC 23 PM 3:35

This Supplemental Declaration is made by Turkey Creek
Inc., a Florida corporation, ("Developer") on December 12, 1991.

WITNESSETH:

WHEREAS, the Developer is the owner of certain property in
the County of Alachua, State of Florida, which is more particularly
described as Parcels A, B and C, said parcels being described in
Exhibit "A" attached hereto and being within the Turkey Creek master
development, a planned unit development, and

WHEREAS, the Developer has previously adopted the Master
Declaration for Turkey Creek as recorded in Official Records Book
1443, page 712 of the Public Records of Alachua County, Florida, and

WHEREAS, under Article Eleven of the said previously recorded
restrictive covenants, the Developer has the authority to annex
additional property and subject them to the master declaration, and

WHEREAS, the Developer is desirous of making Parcels A, B and C
subject to those restrictions as hereafter stated.

NOW THEREFORE, Developer hereby declares that all of the
property in Parcels A, B and C shall be held, sold and conveyed
subject to the following easements, restrictions covenants and
conditions which are for the purpose of protecting the value and
desirability of, and which shall run with the real property and be
binding on all parties having any rights, title or interest in the
described property or any part thereof, their heirs, successors and
assigns and shall inure to the benefit of each owner thereof.

1. The Developer hereby declares that this instrument is
intended to cover, and only covers the above-described property
contained in Parcels A, B and C, and in no ways refers to any other
property, and is not intended to amend or change or supplement in any
way whatsoever the Master Declaration for Turkey Creek as it relates
to any other property.

2. Exhibit "B" to the Master Declaration for Turkey Creek
is hereby supplemented as provided in Article Eleven of the Master
Declaration by adding the following:



This instrument was prepared by:
Norwood W. Hope, Pres.
158 Turkey Creek
Alachua, FL 32615

1108399

O.R.
BK 1838 PG 2853

THE PREMISES

* * *

I. NEIGHBORSHOODS

A. Neighborhood Number One

- . 1. Units. The following units are part of Neighborhood Number One:

* * *

- f. Parcels A, B and C described in Exhibit attached hereto and by reference made a part hereof.

* * *

III. PREMISES

All the properties described above as being part of a Neighborhood shall be part of the Premises.

3. Exhibit "D" to the Master Declaration for Turkey Creek is hereby supplemented as provided for in Article Eleven of the Master Declaration by adding the following:

SPECIAL USE RESTRICTIONS

* * *

A. ESTATE LOTS

Section 12. Parcel A and B

- a. Parcels A and B shall be known as "Estate Lots".
- b. No building shall be constructed on these lots which shall contain less than 1750 square feet of floor area, excluding unenclosed porches, garages and carports.
- c. The following setback requirements shall apply to these lots:
- Front Yard setback - 20 feet
Side Yard setback - 10 feet
Rear Yard setback - 10 feet

Section 13. Parcel C

- a. Parcel C shall be known as an "Estate Lot".
- b. No building shall be constructed on this lot which shall contain less than 1250 square feet of floor area, excluding unenclosed porches, garages and carports.
- c. The following setback requirements shall apply to these lots:
- Front Yard setback - 20 feet
Side Yard setback - 10 feet
Rear Yard setback - 15 feet

4. The property being added to the Premises by virtue of this Supplemental Declaration shall have the rights, and be subject to the obligations, as provided for in Article Eleven of the Master Declaration.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 12th day of December 1991.

WITNESSES:

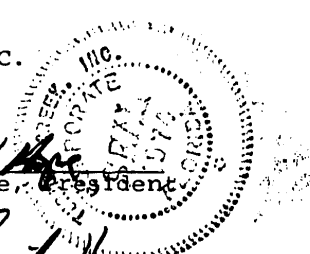
Helen H. De Carlis
Helen H. De Carlis

Debra H. Brock
Debra H. Brock

TURKEY CREEK, INC.

By Norwood W. Hope
Norwood W. Hope, President

Attest: N. Forest Hope
N. Forest Hope, Secretary

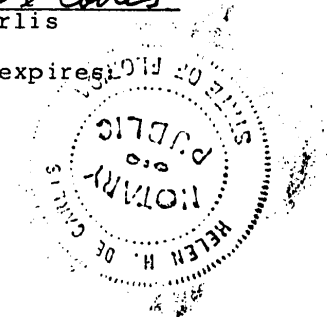


STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was executed before me, the undersigned authority, on this 12th day of December 1991, by Norwood W. Hope and N. Forest Hope, President and Secretary, respectively, of Turkey Creek, Inc., on behalf of said corporation.

Helen H. De Carlis
Helen H. De Carlis
Notary Public
My commission expires



LEGAL DESCRIPTION

Parcel 'A'

A part of Section 33, Township 8 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Begin at the northwest corner of Lot 38 of Turkey Creek Unit No. 3 as recorded in Plat Book "J", page 58 of the Public Records of Alachua County and run South $14^{\circ}47'20''$ West, along the west line thereof 70.00 feet to the southwest corner of said Lot 38; thence South $34^{\circ}24'02''$ West, 16.80 feet; thence North $82^{\circ}10'58''$ West, 56.15 feet; thence North $57^{\circ}53'16''$ West, 30.48 feet; thence North $43^{\circ}48'13''$ West, 35.36 feet; thence North $24^{\circ}47'47''$ West, 32.06 feet; thence North $18^{\circ}01'40''$ West, 38.86 feet to the southeasterly right-of-way line of Deer Run South (80' R/W) as shown on said plat; thence North $62^{\circ}47'08''$ East, along said right-of-way line 52.89 feet to the beginning of a curve concave southerly and having a radius of 25.00 feet; thence northeasterly along said right-of-way line and along the arc of said curve through a central angle of $76^{\circ}32'43''$, an arc distance of 33.40 feet, with a chord bearing and distance of South $78^{\circ}56'30''$ East to a point on the southerly right-of-way line of Creek Drive South as shown on said plat of Turkey Creek, Unit No. 3, said point being on the arc of a curve concave northeasterly and having a radius of 160.00 feet; thence southeasterly along the arc of said curve and along said right-of-way line through a central angle of $34^{\circ}32'27''$, an arc distance of 86.46 feet, with a chord bearing and distance of South $57^{\circ}56'22''$ East, 95.00 feet to the POINT OF BEGINNING.

Containing 0.32 of an Acre, more or less.

Parcel 'B'

A part of Section 33, Township 8 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of Lot 38 of Turkey Creek Unit No. 3 as recorded in Plat Book "J", page 58 of the Public Records of Alachua County and run South $14^{\circ}47'20''$ West, along the west line thereof 70.00 feet to the southwest corner of said Lot 38; thence South $67^{\circ}20'59''$ West, 126.13 feet to the Point of Beginning; thence North $54^{\circ}50'56''$ West, 24.42 feet; thence North $36^{\circ}16'36''$ West, 51.77 feet; thence North $26^{\circ}37'39''$ West, 70.07 feet to the southeasterly right-of-way line of Deer Run South as shown on said plat; thence South $62^{\circ}47'08''$ West, along said right-of-way line 78.72 feet to the beginning of a curve concave northeasterly and having a radius of 25.00 feet; thence southwesterly along the arc of said curve through a central angle of $85^{\circ}57'06''$, an arc distance of 37.50 feet, with a chord bearing and distance of South $19^{\circ}48'35''$ West, 34.08 feet; thence South $59^{\circ}26'47''$ West, 5.04 feet; thence South $23^{\circ}10'22''$ East, 114.44 feet; thence North $64^{\circ}57'36''$ East, 135.62 feet to the POINT OF BEGINNING.

Containing 0.36 of an Acre, more or less.

LEGAL DESCRIPTION

Parcel 'C'

A part of Section 28, Township 8 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of Lot 5, as shown on the plat of Turkey Creek Unit No. 1, as recorded in Plat Book 'J' at pages 2 & 3 of the Public Records of Alachua County, Florida; thence South 84°17'20" East, along the north line of said Lot 5 and the south right-of-way line of Cillon Circle (60' R/W) 25.00 feet; thence North 05°42'40" East, 60.00 feet to a point on the north right-of-way line of said Cillon Circle, said point being on the arc of a curve concave southerly and having a radius of 380.00 feet; thence southeasterly along the arc of said curve and along said right-of-way line through a central angle of 08°58'28", an arc distance of 59.52 feet with a chord bearing and distance of South 79°48'05" East, 59.46 feet to the Point of Beginning; thence continue southeasterly along said arc and along said right-of-way line through a central angle of 13°22'59", an arc distance of 88.76 feet; with a chord bearing and distance of South 68°37'22" East, 88.56 feet to the end of said curve; thence South 61°55'52" East, along said north right-of-way line 74.06 feet; thence North 86°44'37" East, 101.94 feet; thence North 38°15'28" East, 25.03 feet; thence North 14°51'35" East, 25.60 feet; thence North 31°22'43" East, 18.02 feet; thence North 46°43'58" East, 20.36 feet; thence North 26°01'15" East, 24.58 feet; thence South 88°38'15" West, 299.56 feet; thence South 14°41'10" West, 28.29 feet to the POINT OF BEGINNING.

Containing 0.48 of an Acre, more or less.

**AMENDMENT TO RESTRICTIVE COVENANTS
CONCERNING TURKEY CREEK**

THIS INSTRUMENT is executed as of the 2nd day of March, 1992.

W I T N E S S E T H:

WHEREAS, TURKEY CREEK, INC., whose post office address is 158 Turkey Creek, Alachua, Florida 32615, is the "Developer" under the provisions of The Master Declaration for Turkey Creek, as said document was recorded at Official Records Book 1443, Page 712 in the Public Records of Alachua County, Florida (hereinafter referred to as "The Master Declaration"); and

WHEREAS, TURKEY CREEK, INC. is desirous of amending The Master Declaration to effect a modification in TURKEY CREEK, INC.'S and/or its assign's ability to subject additional properties to the Master Declaration; and

WHEREAS, The Master Declaration allows the amendment to The Master Declaration if consented to by an Instrument signed by the Owners of at least seventy five (75%) of the Units who are members of Turkey Creek Master Owners Association, Inc. (see Section 13.02 of The Master Declaration); and

WHEREAS, this Amendment provides that it shall not become effective until, inter alia, a Certificate is executed under oath and Recorded by the Secretary or an Assistant Secretary of the Association stating that the Association has in its possession an instrument or instruments executed by the aforestated number of Owners consenting to this Amendment to the Master Declaration.

NOW THEREFORE, The Master Declaration as specified above is amended as provided herein as follows:

THIS INSTRUMENT JOINTLY PREPARED BY:

A. BICE HOPE, ESQUIRE
P.O. Box 5217
Gainesville, FL 32602-5217
(904) 371-2066

RONALD A. CARPENTER, ESQUIRE
P.O. Box 1433
Gainesville, Florida 32606
(904) 373-7333

RECORDED
92 MAR -2 PM 3:32
ALACHUA COUNTY, FL.

1119707

O.R.
BK 1847 PG0447

1. Article Eleven of The Master Declaration is hereby amended by modifying Section 11.01 to read as follows:

11.01 **IN GENERAL:** Developer reserves the right at any time and from time to time until January 1, 2010 to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by Recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any portion of any Added Premises which is designated as part of a Neighborhood Area shall be referred to as "Added Neighborhood Area"; and any Unit contained in the Added Premises shall be referred to as "Added Units".

2. Article Eleven of The Master Declaration is hereby further amended by adding Section 11.05 to read as follows:

11.05 **ASSIGNMENT:** The right to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as Added Premises as specified in this Article is assignable by the Developer to anyone to which it sells portions of the Development Area not already made Premises as specified in Exhibit "B". This assignment shall be signed by the Developer and the assignee, shall include or refer to a legal description for the portions of the Development Area upon which the said right is being assigned, and shall be recorded in the public records of Alachua County, Florida. Upon the recording of such an instrument and its becoming effective, the Assignee shall have the sole and exclusive power and right to exercise (or not) such rights under Article Eleven as to the described property as fully and completely as the Developer under this Article.

3. Article Eleven of The Master Declaration is hereby amended by adding Section 11.06 to read as follows:

11.06 **LOWERING DENSITY:** When an Owner(s) decides to re-plat portions of the Premises owned solely by said Owner(s) to reduce the density of the portions being re-platted, the Owner(s) may also record a Supplemental Declaration during the time specified in Section 11.01. The new, less dense Units shall be treated as Added Premises hereunder, and the Owner(s) shall have the same rights, powers and duties under Article Eleven as the Developer with regards to those Added Premises as the Developer has with any other properties under said Article; provided, nothing herein shall be construed to allow any activity which would violate the Turkey Creek Development of Regional Impact (DRI) Development Order.

4. Article Thirteen of The Master Declaration is hereby further amended by modifying Section 13.01 to read as follows:

13.01 **SPECIAL AMENDMENTS:** Anything herein to the contrary notwithstanding, Developer reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units, (iii) to correct clerical or typographical errors in The Declaration or any Exhibit, (iv) to bring The Declaration into compliance with applicable laws, ordinances or governmental regulations, or (v) to restate or compile all previous amendments into a single document. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation, of the power to the Developer to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall transfer on the Turnover Date to the Board of Directors of the Association, but shall not impact upon the Developer's right to annex additional property to the Premises or the Developer's other rights under Article Eleven upon annexation of the property.

5. Exhibit "A" to The Master Declaration entitled "The Development Area" is hereby amended to delete the following described area:

"V. **ADDITIONAL AREA:** Real estate within a one (1) mile radius of the parameter of the real estate described in Items I through IV above."

6. By the recording of this document, **TURKEY CREEK, INC.** hereby declares it has turned over all of its rights as the Developer under all Sections of Article Twelve of The Master Declaration to the Owners of the Units in the Premises, and has made a conditional assignment of

Developer's rights under Article Eleven of The Master Declaration for Turkey Creek to **COLE L. SAXON, JR., TRUSTEE.**

7. This Amendment shall not become effective unless and until:

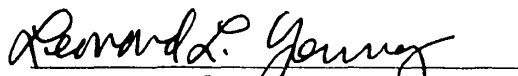
- a) An Order approving the Amendment's being submitted to all of the Owners is entered by the U.S. Bankruptcy Judge for the Northern District of Florida;
- b) A Certificate is executed under oath by the Secretary or an Assistant Secretary of the Association stating that the Association has in its possession an instrument or instruments executed by the Owners of at least seventy-five percent (75%) of the Units subject to this Declaration consenting to the Amendment to the Master Declaration; and
- c) The Certificate and a certified copy of the Order referred to above are recorded in the Official Records of Alachua County, Florida.

8. Except as herein specifically amended, all of the other provisions of The Master Declaration, as heretofore amended, shall remain in full force and effect.

SIGNED AND SEALED as of the day and year first-above written.

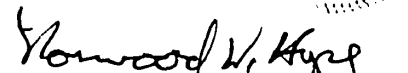
WITNESSES:


NAME: Paula Jewett


NAME: Leonard L. Young

TURKEY CREEK, INC.



By: 
Norwood W. Hope, President

AMENDMENT TO RESTRICTIVE
COVENANTS CONCERNING TURKEY CREEK

STATE OF FLORIDA:
SS:
COUNTY OF ALACHUA:

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by **NORWOOD W. HOPE, President of TURKEY CREEK, INC. a Florida corporation**, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who ~~did~~ (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of March, 1992.

Sign

Paula Jewett

Print

Paula Jewett

NOTARY PUBLIC,
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEBRUARY 05, 1994
BONDED THRU HUCKLEBERRY & ASSOCIATES

TCI_BK\AMEND2.TCI

46.50
2.00 A.D.

**SUPPLEMENTAL DECLARATION AFFECTING
PROPERTIES IN TURKEY CREEK UNIT 2**

OFFICIAL RECORDS
31 JUN 14 PM 1:42
ALACHUA COUNTY, FL.

THIS INSTRUMENT is executed as of the 13th day of June, 1994.

W I T N E S S E T H :

WHEREAS, Turkey Creek, Inc., (hereinafter referred to as "TCI"), Norwood W. Hope, N. Forest Hope, A. Bice Hope and Donna P. Hope are the sole owners of the property herein described in Exhibit "A" attached hereto; and

WHEREAS, TCI, whose post office address is 158 Turkey Creek, Alachua, Florida 32615, is the "Developer" under the provisions of the Master Declaration for Turkey Creek as said document was recorded at O.R. Book 1443, Page 712 in the Public Records of Alachua County, Florida, (hereinafter referred to as "the MASTER DECLARATION"); and

WHEREAS, The MASTER DECLARATION was amended by that certain Amendment to Restrictive Covenants concerning Turkey Creek dated March 2, 1992, and recorded March 2, 1992 at O.R. Book 1847, Page 0447 in the Public Records of Alachua County, Florida; and

WHEREAS, in said Amendment, Section 11.06 of the MASTER DECLARATION was amended to provide that an owner(s) could replat portions of the Premises owned solely by said owner(s) to reduce the density of the portion being replatted by recording a Supplemental Declaration; and

WHEREAS, the property described in Exhibit "A" has been replatted by the owner(s) and by the City of Alachua; and

WHEREAS, the said property previously provided for a density of the lots described in the original plat for a minimum of two (2) and a maximum of six (6) units; and

WHEREAS, under the provisions of this Supplemental Declaration and the replat, the lots covered by this Supplemental Declaration will have a reduced density for a minimum of one (1) unit to a maximum of two (2) units per lot; and

WHEREAS, while the total number of lots as a result of the replat exceed the number of lots being replatted, the total density for the replatted area will be significantly less than that of the portions of the lots which were replatted.

NOW THEREFORE, the MASTER DECLARATION as specified above is amended as provided herein as follows:

1274814
RETURN TO

N. W. Hope
158 Turkey Creek
Alachua, FL 32615

O.R.
BK 1968 PG0296

SUPPLEMENTAL DECLARATION AFFECTING
PROPERTIES IN TURKEY CREEK UNIT 2

1. Exhibit "B" to the MASTER DECLARATION is hereby amended by amending the provision I.B. as follows:

B. Neighborhood Number Two.

1. Units. The following units are part of Neighborhood Number Two:

- a. Lots 1 through 33 and Lot 44 of Turkey Creek Unit Number 2 as shown on the plat thereof as recorded in Plat Book "J", Page 40, the Public Records of Alachua County, Florida, less and except those properties described in the replat referred to below in subparagraph I.B.1.b (hereinafter referred to as "Original Turkey Creek Unit Number 2").

- b. Lots 1 through 38 of Turkey Creek Unit Number 2 as shown on "A Replat of a Portion of Turkey Creek Unit No. 2" as recorded at Plat Book "R", Page 66 of the Public Records of Alachua County, Florida (hereinafter referred to as "Turkey Creek Unit No. 2 Replat").

- c. That parcel referred to in the Warranty Deed recorded at O.R. Book 1105, Pages 201 and 202 of the Public Records of Alachua County, Florida.

- d. That parcel referred to in the Warranty Deed recorded at O.R. Book 1273, Pages 201 and 202 of the Public Records of Alachua County, Florida.

2. Neighborhood Areas. There are no Neighborhood Areas in Neighborhood Number 2.

2. Exhibit "B" to the MASTER DECLARATION is hereby amended by amending provision II. thereof ("Community Areas") to add another lettered description "T" to read as follows:

T. All roadways and common areas shown on the "A Replat of a Portion of Turkey Creek Unit No. 2", as recorded at Plat Book "R", Page 66 in the Public Records of Alachua County, Florida.

SUPPLEMENTAL DECLARATION AFFECTING
PROPERTIES IN TURKEY CREEK UNIT 2

3. Exhibit "D" to the MASTER DECLARATION to Turkey Creek is hereby amended by modifying Section D. to provide as follows:

D. VILLA LOTS

In addition to the General Restrictions governing the Premises and any dwellings built thereon as specified in the Declaration, the following Special Restrictions also apply to those lots hereafter indicated.

Section 1. "Original Turkey Creek Unit No. 2".

- a. The following lots or Association permitted and approved portions thereof shall be known as "Club Villa Lots":

Lots 1 through 33, 44 and 44A as shown on the plat of the original Turkey Creek Unit Number 2 as recorded at Plat Book "J", Page 40 in the Public Records of Alachua County, Florida, less and except portions of those lots which are contained in "A Replat of a Portion of Turkey Creek Unit No. 2" as same was recorded at Plat Book "R", Page 66 in the Public Records of Alachua County, Florida.

- b. No building shall be constructed on any lot which shall contain less than two (2) nor more than six (6) single family attached living units, each containing a minimum of 850 square footage of floor area, excluding unenclosed porches, or carports.
- c. The following setback requirements shall apply to these lots:
- Front setback - 25 feet
 - Side setback - 3 feet
 - Rear setback - 15 feet
- d. Buildings shall not exceed three (3) stories in height. Each lot shall have provisions for paved off-street parking for at least two (2) automobiles per dwelling unit constructed on the lot. Parking shall be permitted in the setbacks of a lot if special permission is obtained from the Association.

SUPPLEMENTAL DECLARATION AFFECTING
PROPERTIES IN TURKEY CREEK UNIT 2

Section 2. "Turkey Creek Unit No. 2 Replat".

- a. The following lots or Association permitted and approved portions thereof shall be known as "Golf Villa Lots":

Lots 1 through 38 of Turkey Creek Unit No. 2 as shown on "A Replat of a Portion of Turkey Creek Unit No. 2" thereof as same was recorded at Plat Book "R", Page 66 in the Public Records of Alachua County, Florida.

- b. No building shall be constructed on any lot which shall contain less than one (1) single family detached living units nor more than two (2) single family attached living units, each containing the following minimum of footage of floor area, excluding unenclosed porches, or carports:

If One Single Family Detached is built on lot

Lots 1-15 and 21-38	1450 square feet
Lots 16-20	1250 square feet

If Two Single Family attached are built on lot (each unit)

Lots 1-15 and 21-38	1250 square feet
Lots 16-20	1000 square feet

- c. The following setback requirements shall apply to these lots:

Front setback: Lots 1-6, 9-15, 21-38: 25 feet
Front setback: Lots 7-8, 16-20: 20 feet

Side setback: Lots 1-38: 6 feet

Rear setback: Lots 1-6, 9-16, 18-38: 15 feet
Rear setback: Lots 7-8: 10 feet
Rear setback: Lot 17: N/A

- d. Buildings shall not exceed three (3) stories in height. Each lot shall have provisions for paved off-street parking for at least two (2) automobiles per dwelling unit constructed on the lot. Parking shall be permitted in the setbacks of a lot if special permission is obtained from the Association.

SUPPLEMENTAL DECLARATION AFFECTING
PROPERTIES IN TURKEY CREEK UNIT 2

3. Except as herein specifically amended, all of the other provisions of the MASTER DECLARATION as heretofore amended shall remain in full force and effect.

Signed and sealed as of the date and year first above written.

TURKEY CREEK, INC., a Florida corporation

SIGN: P. Thomas Faherty

PRINT: B. Thomas Faherty

SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis

STATE OF FLORIDA:

SS:

COUNTY OF ALACHUA:

The foregoing instrument was acknowledged before me this 13th day of June, 1994, by Norwood W. Hope, President of TURKEY CREEK, INC., a Florida corporation, on behalf of the corporation and who is personally known to me or who has produced a Drivers License as identification.

NOTARY PUBLIC

SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis
State of Florida at Large
My Commission Expires: 3/31/95
My Commission Number: CC082066



HELEN H. DE CARLIS
Notary Public, State of Florida
My Comm. Expires Mar. 31, 1995
Comm. No. CC082066

SUPPLEMENTAL DECLARATION AFFECTING
PROPERTIES IN TURKEY CREEK UNIT 2

SIGN: B. Thomas Faherty

PRINT: B. Thomas Faherty

SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis

Norwood W. Hope
Norwood W. Hope

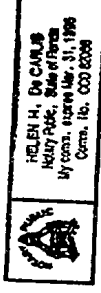
STATE OF FLORIDA: SS:
COUNTY OF ALACHUA:

The foregoing instrument was acknowledged before me this
__13th__ day of June, 1994, by Norwood W. Hope and who is personally
known to me or who has produced a Drivers License as
identification.

NOTARY PUBLIC

SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis
State of Florida at Large
My Commission Expires: 3/31/95
My Commission Number: CC082066



SUPPLEMENTAL DECLARATION AFFECTING
PROPERTIES IN TURKEY CREEK UNIT 2

SIGN: E. Thomas Faherty

PRINT: E. Thomas Faherty

SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis

STATE OF FLORIDA:

SS:

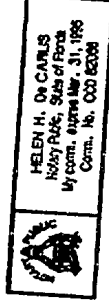
COUNTY OF ALACHUA:

The foregoing instrument was acknowledged before me this
13th day of June, 1994, by N. Forest Hope and who is personally
known to me or who has produced a Drivers License as
identification.

NOTARY PUBLIC

SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis
State of Florida at Large
My Commission Expires: 3/31/95
My Commission Number: CC082066



Q.R. 1968 P60302
BK

SUPPLEMENTAL DECLARATION AFFECTING
PROPERTIES IN TURKEY CREEK UNIT 2

SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis

SIGN: B. Thomas Faherty

PRINT: B. Thomas Faherty

STATE OF FLORIDA:

SS:

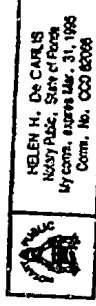
COUNTY OF ALACHUA:

The foregoing instrument was acknowledged before me this
13th day of June, 1994, by A. Bice Hope and who is personally
known to me or who has produced a Drivers License as
identification.

NOTARY PUBLIC

SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis
State of Florida at Large
My Commission Expires: 3/31/95
My Commission Number: CC082066



SUPPLEMENTAL DECLARATION AFFECTING
PROPERTIES IN TURKEY CREEK UNIT 2

SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis

SIGN: B. Thomas Faherty

PRINT: B. Thomas Faherty

STATE OF FLORIDA: SS:
COUNTY OF ALACHUA:

The foregoing instrument was acknowledged before me this
13th day of June, 1994, by Donna P. Hope and who is personally
known to me or who has produced a Drivers License as
identification.

NOTARY PUBLIC

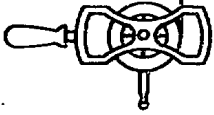
SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis
State of Florida at Large
My Commission Expires: 3/31/95
My Commission Number: CC082066

THIS DOCUMENT PREPARED BY:
A. Bice Hope, Esquire
P.O. Box 5217
Gainesville, FL 32602-5217
(904) 371-2066
Florida Bar No.: 173999
TCL\SUPPLE.3



HELEN H. DE CARLIS
NOTARY PUBLIC, State of Florida
My Comm. expires Mar. 31, 1995
Comm. No. CC082066



Wayne Chance, P.L.S.
Rory P. Causseaux, P.E.

Chance & Causseaux, Inc.

ENGINEERS • SURVEYORS • PLANNERS

February 22, 1994

LEGAL DESCRIPTION

A part of Turkey Creek, Unit 2 according to a plat thereof recorded in Plat Book J, page 40 of the Public records of Alachua County, Florida; being moroe particularly described as follows:

Lots 1, 2 and 3; Lot 7 less the southerly 30.00 feet; Lot 8, 11, 12, and a part of Lot 13 described as follows: Begin at the northeasterly corner of said Lot 13 and run thence South $11^{\circ}15'01''$ West along the north line of said Lot 115.03 feet; thence South $75^{\circ}28'20''$ East, 235.26 feet to a point on the southerly line of said lot, said point being on the arc of a curve concave southeasterly and having a radius of 180.00 feet; thence northeasterly along and with the arc of said curve and along said lot line through a central angle of $1^{\circ}40'08''$, an arc distance of 5.24 feet and a chord bearing and distance of North $37^{\circ}58'24''$ East -5.24 feet to the southeasterly corner of said Lot 13; thence North $51^{\circ}11'32''$ West, along the easterly boundary of said lot 267.59 feet to the Point of Beginning; Lot 16 less the easterly 9.00 feet; Lot 17; a part of Lot 18 described as follows: Begin at the northwesterly corner of said Lot 18 and run to the westerly line of said lot; thence North $45^{\circ}42'17''$ West along said westerly line 71.19 feet to the Point of Beginning; Lot 19, Less: Begin at the southeasterly corner of said Lot 19 and run thence South $44^{\circ}17'43''$ West along the southerly boundary of said lot 30.15 feet; thence North $26^{\circ}57'00''$ West 93.77 feet to the easterly line of said lot; thence South $45^{\circ}42'17''$ East along said easterly line 88.79 feet to the Point of Beginning; Lot 20 less the southerly 16.59 feet; Lot 22 less the northerly 4.71 feet; Lot 23, 24 and 25 Less: Begin at the westernmost corner of said Lot 25 and run North $31^{\circ}25'46''$ East along the west line of said lot, 155.77 feet; thence South $17^{\circ}09'46''$ West 160.73 feet to the south line of said Lot 25; thence North $58^{\circ}34'14''$ West along said south line, 39.61 feet to the Point of Beginning. Lot 26 Less: Begin at the northwest corner of said Lot 26 and run thence South $44^{\circ}17'43''$ West along the westerly line of said lot 253.38 feet; thence South $26^{\circ}57'00''$ East 24.54 feet; thence North $63^{\circ}03'00''$ East 116.69 feet; thence South $72^{\circ}50'14''$ East 103.41 feet to the west line of Lot 25; thence North $31^{\circ}25'46''$ East along said west line 145.71 feet; thence North $17^{\circ}09'46''$ East 15.78 feet to the north line of said Lot 26; thence North $72^{\circ}04'14''$ West along the said north line of Lot 26 a distance of 124.64 feet to the Point of Beginning; Lot 27, 28, 29 and a part of Lot 30 being described as follows: Begin at the northeasterly corner of said Lot 30 and run South $07^{\circ}03'37''$ West along the east line of said Lot 57.03 feet; thence South $86^{\circ}04'48''$ West 125.41 feet to the northerly line of said Lot 30; thence North $63^{\circ}44'46''$ East along said north line of Lot 30, 147.32 feet to the Point of Beginning; Lot 31 Less: Begin at the northwest corner of said Lot 31 and run thence South $00^{\circ}40'17''$ West 183.73 feet to the southwest corner of said lot; thence North $86^{\circ}43'04''$ East along the south line of said lot 92.31 feet; thence North $03^{\circ}33'47''$ East 177.59 feet to the north line of said Lot 31; thence North $89^{\circ}19'43''$ West along said north line 101.05 feet to the Point of Beginning; Lot 32 Less: Begin at the northeast corner of said Lot 32 and run thence South $00^{\circ}40'17''$ West 183.73 feet to the southeast corner of said lot; thence South $86^{\circ}43'04''$ West along the south line of said lot 55.76 feet; thence North $03^{\circ}33'47''$ East 187.81 feet to the north line of said Lot 32; thence South $89^{\circ}19'43''$ East along said north line 46.15 feet to the Point of Beginning and Lot 33.

94-18P.des

EXHIBIT "A"

RECORDED
OFFICIAL RECORDS

95 MAY 23 PM 1:51

CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL.

AMENDMENT
TO
MASTER DECLARATION FOR TURKEY CREEK

This instrument is made by Turkey Creek Master Association, Inc. pursuant to Article Thirteen, Section 13.02 of the Master Declaration for Turkey Creek on May 19, 1995.

W I T N E S S E T H

WHEREAS, Article Thirteen, Section 13.02 of the Master Declaration for Turkey Creek recorded at O.R. Book 1443, Page 712 et. seq. in the Public Records of Alachua County, Florida, ("Master Declaration"), provides that the Master Declaration may be amended by the affirmative vote of at least 75% of the Delegates then serving; and

WHEREAS at least 75% of the Delegates then serving have affirmatively voted in writing to amend the Master Declaration as stated below;

NOW THEREFORE, the Turkey Creek Master Association, Inc. hereby amends the Declarations as follows:

Article Fourteen, Section 14.01 is hereby amended to read as follows:

14.01 ALIENATION OF COMMUNITY AREA OR NEIGHBORHOOD AREA:
After Community Area or a Neighborhood Area has been made subject to this Declaration, no part thereof may thereafter be abandoned, partitioned, subdivided, sold, alienated, mortgaged, released, transferred, hypothecated or otherwise encumbered without the approval of the Owners of 75% of the Units and such Owners' respective Mortgagees, if any, except as permitted under Section 4.11 and as follows:

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BK

(a) The Board of Directors of Turkey Creek Master Owners Association, Inc. may sell or transfer a portion of the common area to an Owner of an adjacent Unit after the Board has made a determination in writing of the value (if any) of the parcel of common area in question, provided that said Owner pays the value (if any) determined by the Board and all costs of the transfer, and provided that any transfer made pursuant to this subparagraph shall have only a minimal impact on the overall value of the common area of Turkey Creek.

(b) When an Owner seeks to replat land within Turkey Creek and the replat changes the location or configuration of any previously platted streets and other common areas, the Board of Directors may authorize the abandonment or transfer of the prior streets and other common areas in exchange for the streets and common areas shown on the replat.

IN WITNESS WHEREOF the undersigned president and secretary of Turkey Creek Master Association, Inc. have hereunto set their hand and seal this 19th day of May, 1995.

Signed, sealed and delivered
in our presence as witnesses:

Lucy Goddard
Printed name Lucy Goddard

Elizabeth S. Padgett
Printed name Elizabeth S. Padgett

TURKEY CREEK MASTER OWNERS
ASSOCIATION, INC.

By: Richard Karr, Pres.

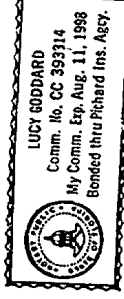
Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared Richard Karr and Joseph A. Maurer, who are the president and secretary, respectively of TURKEY CREEK MASTER OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who are personally known to me or who produced as identification, and who executed the foregoing instrument, and they acknowledged before me that they signed, sealed and delivered the same on the date, in the manner, and for the uses and purposes as therein set forth and contained, on behalf of said corporation.

Lucy Goddard
Notary Public

This Instrument Prepared By:
Lucy Goddard
Carpenter & Goddard, P.A.
5608 NW 43rd St.
Gainesville, Florida 32609



OR 2012 PG 1828
BK

Return to: Turkey Creek Master Owners
P.O. Box 14705D, Suite 30
Gainesville, FL 32614-705D
RETURN TO

RECORDED
OFFICIAL RECORDS

95 AUG 10 PM 12:56

CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL.

AMENDMENT
TO
MASTER DECLARATION FOR TURKEY CREEK

This instrument is made by Turkey Creek Master Association, Inc. pursuant to Article Thirteen, Section 13.02 of the Master Declaration for Turkey Creek on Aug 9, 1995.

W I T N E S S E T H

WHEREAS, Article Thirteen, Section 13.02 of the Master Declaration for Turkey Creek recorded at O.R. Book 1443, Page 712 et. seq. in the Public Records of Alachua County, Florida, ("Master Declaration"), provides that the Master Declaration may be amended by the affirmative vote of at least 75% of the Delegates then serving; and

WHEREAS at least 75% of the Delegates then serving have affirmatively voted in writing to amend the Master Declaration as stated below;

NOW THEREFORE, the Turkey Creek Master Association, Inc. hereby amends the Declarations as follows:

Article Two, Section 2.31 is hereby amended to read as follows:

2.31 UNIT: A subdivided lot as shown on a plat of any subdivision recorded with respect to a portion of the Premises, except, that if with Association approval property adjacent to a lot is transferred to the Owner of said lot the combined parcel shall thereafter be deemed to be one Unit; or if, with Association approval a dwelling is constructed on a parcel consisting of more or less than one lot, then the parcel shall be deemed to be one Unit hereunder; any other parcel of real property within

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95 AUG 2023 PG 1902

the Premises that is not Community Area; a unit in a condominium created under Florida law; or a unit in a cooperative housing association created under Florida law. If a subdivided lot or lots which are Units hereunder are made subject to a condominium declaration, then each condominium unit created under the condominium declaration shall become a Unit and the subdivided lot or lots shall no longer be deemed Units hereunder. If portions of a subdivided lot or lots which are Units hereunder are deeded to and accepted by a Residential Association as common area, then the said portion shall be assessed to the appropriate Residential Association based on that portion's Appraised Value and said portion shall not be considered a Unit hereunder.

Article Six, Section 6.15 is hereby amended to read as follows:

6.15 RULES: The Master Association Board may from time to time adopt rules not inconsistent with this Declaration governing construction upon the Premises, regulating the use of and fees for recreational facilities and other Community Areas and Neighborhood Areas, and any other matters regarding the General Use Restrictions for Units and the operation of and charges for the Master Association Board's responsibilities. The rules may impose such reasonable fines and penalties as are necessary to enforce such rules and this Declaration, which fines and penalties shall be Charges payable by the Owner and shall become liens on such Owner's Unit pursuant to Article Ten.

IN WITNESS WHEREOF the undersigned president and secretary of Turkey Creek Master Association, Inc. have hereunto set their hand and seal this 9th day of Aug, 1995.

Signed, sealed and delivered
in our presence as witnesses:

Barbara K. Smith
Printed name Barbara K. Smith

Teresa A. Lloyd
Printed name Teresa A. Lloyd

TURKEY CREEK MASTER OWNERS
ASSOCIATION, INC.

By: Julius Jones, Pres.

Attest: Paul D. Smith
Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared P. Junius Jones and Raymond Schunk, who are the president and Secretary, respectively of TURKEY CREEK MASTER OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who are personally known to me or who produced as identification, and who executed the foregoing instrument, and they acknowledged before me that they signed, sealed and delivered the same on the date, in the manner, and for the uses and purposes as therein set forth and contained, on behalf of said corporation.

Beverly K. Smith
Notary Public



BEVERLY K. SMITH
MY COMMISSION # 00343846 EXPIRES
FEBRUARY 24, 1993
ISSUED THROUGH FARM INSURANCE, INC.

**DECLARATION OF RESTRICTIONS AND COVENANTS FOR LOTS 12A, 13 AND 14,
TURKEY CREEK UNIT NO. 2, PLAT BOOK J, PAGE 40,
ALACHUA COUNTY, FLORIDA**

Declaration made this 20th day of January, 1996, by Hugh Smith, Carol Pascucci, Richard Martin, and Richard Martin (hereinafter referred to as "Declarants") who hereby declare that the real property described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "the property") shall be held, transferred, sold and occupied subject to the covenants, restrictions, easements, charges and liens set forth herein.

ARTICLE I - INTENT

WHEREAS, Declarants own Units 1, 2, 3 and 4, of the property and wish to form an owners' association to provide maintenance to the dwelling unit exteriors and facilities located within the property and to opt out of the Common Assessment provision of Sections 9.04, 9.05 and 9.06 and the Capital Reserve contributions described in Section 9.08 of the Restatement of the Declaration for Turkey Creek Club Villas and Townhouses recorded in O.R. Book 1457, Page 239 of the Public Records of Alachua County, Florida (hereinafter referred to as "the Restatement") and

WHEREAS, Declarants further wish to provide for the rights and powers of said Owners' association to provide said maintenance, to adopt and enforce restrictions, covenants, rules, regulations and conditions relating to the use and occupancy of the property which are not inconsistent with the restrictions, covenants, rules, regulations and conditions promulgated by and pursuant to the Restatement and to levy and collect assessments from the owners of units within the property to pay the costs of performing the foregoing.

CIRCUIT COURT CLERK
J. K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 06/12/1996 13:45
Document ID 1403468
Book/Page 2066/1128

ARTICLE II - DEFINITIONS

Unit or Dwelling Unit. Units shall refer to those locations lying within the Property shown in Exhibit "A".

Owner. Owner shall refer to a record owner, whether one or more persons of fee simple title to a dwelling or unit, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III - AFFIRMATION OF RESTATEMENT

With this declaration and the approval of the Owners' association as described in Section 9.12 of the Restatement, Declarants are opting out of the Common Assessment provisions of Section 9.04, 9.05 and 9.06, and the Capital Reserve contributions described in Section 9.08. In all other respects the covenants, restrictions, easements, charges and liens set forth in the Restatement remain in full force and effect.

ARTICLE IV - OWNERS' ASSOCIATION

4.01. **Association.** Declarants have or shall form an Owners' association having the name 3216 Owners' Association, Inc. (The "Owners' Association"). The Owners' Association shall be the governing body for the owners for the administration and operation of this Declaration. The Owners' Association shall undertake the following responsibilities:

(a) Maintenance, repair and replacement of the roof, outer surface of exterior walls and parking lot located in the dwelling unit exteriors. The Owner's Association shall specifically undertake those responsibilities set forth in Sections 4.08 and 4.11 of the Restatement.

(b) Except as noted in (c.) below, added planting, replanting, care and maintenance of trees, shrubs, flowers, grass, sprinkler system and all other landscaping of the dwelling unit exteriors.

(c.) Each Unit Owner will be responsible for added planting and replanting of trees, shrubs, flowers, grass, and the like for the area directly in front and rear of his unit. (Front area boundaries are defined as from the building to parking lot, with the rail road ties separating Units 1 and 2 and Units 3 and 4). Each owner shall be responsible for keeping his dwelling unit exterior in a clean and healthful condition (including but not limited to sweeping).

(d) One water meter will meter all water dispensed by a common sprinkler system to be controlled, by an Owner designated by the Board of Directors of the Owner's Association, either manually or automatically at his discretion.

4.02. **Membership.** Each owner shall be a member of the Owners' Association. There shall be one member per dwelling unit. Membership shall be appurtenant to and may not be separated from ownership of a dwelling unit. Ownership of a dwelling unit shall be the sole qualification for membership unless otherwise provided herein. In the event of a dispute between the owners of any dwelling unit as to which one holds which membership or voting rights, the Owners' Association Board of Directors shall make the final decision. The Owner's Association shall be given written notice of the change of ownership of a dwelling unit within ten (10) days after such change, the purchaser shall pay the Owner's Association's fee for changing its records.

4.03. **Board.** The board of the Owners' Association shall consist of four (4) members, each of whom shall be an owner, and each of whom shall be elected by the members of the Owners' Association provided in its By-Laws.

4.04. **Voting Rights.** Each dwelling unit shall be entitled to one (1) vote in matters submitted to the members of the Owners' Association. One individual shall be designated as the "voting member" for each dwelling unit. If record ownership of the dwelling unit shall be in more than one person, or if an owner is a trustee, corporation, partnership or other legal entity, then the voting member for the dwelling unit shall be designated by such owner or owners in writing to the Board of Directors, and if in the case of multiple individual owners no designation is given, then the Board at its election may recognize an individual owner of the dwelling unit as the voting member for such dwelling unit. Any action may be taken by the voting members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of the majority of the voting members present (either in person or by proxy) at such meeting,

except as otherwise provided herein or by the By-Laws.

4.05 **Representation.** The Owners' Association shall have the power and right to represent the interests of all of the owners in connection with claims and disputes affecting the dwelling unit exteriors and facilities located within the Property.

ARTICLE V - ASSESSMENTS

5.01. **Purpose of Assessments.** The assessments levied by the Owners' Association shall be exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Owner's Association, to administer the affairs of the Owners' Association, to pay the common expenses, and to accumulate reserves for such expenses.

5.02 **Assessments.** The owner of each dwelling unit shall pay a quarterly assessment to the Owner's Association of One-Hundred Eighty (\$180.00). Each assessment shall be due on the first day of each consecutive calendar quarter beginning January, 1996, and shall be delinquent by the 10th of each consecutive calendar quarter. The quarterly assessment may be raised by an affirmative vote of the owners of three (3) of the four (4) dwelling units located on the Property by may not be raised more than five percent (5%) in any calendar year. The quarterly assessment shall be the personal obligation of each owner and a lien on each dwelling unit subject to assessment as of its due date.

5.03. **Special Assessment.** On the affirmative vote of the owners of three (3) of the four (4) dwelling units located on the Property, the Owners' Association may levy a special assessment to pay expenses incurred by the Owners Association from time to time for a specific purpose including, but without limitation, to make alterations, repairs additions or improvements to the Property, and to repair damage caused by extraordinary causes. Any special assessment shall be levied equally against all of the Owners, except that in the case of extraordinary damage to dwelling unit exteriors, any special assessment shall be levied against only those Owners who are affected thereby based on the relative cost of repairing the exterior of each Unit affected. The resolution by which the special assessment is adopted shall state the special purpose for which the assessment is levied and any assessment collected pursuant to this section shall be segregated in a special account and used only for the specific purpose stated in the resolution.

5.04. **Initial Working Capital Contribution.** After the recording hereof, each of the owners of the dwelling units located on the Property shall make a capital contribution of One Hundred (\$100.00) per dwelling unit to the Owners Association. Said amount shall be used by the Owners Association as working capital.

5.05. **Capital Reserve.** The Owners' Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Property. The Board of the Owner's Association shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of the improvements to the Property and periodic projections of the cost of anticipated major repairs or replacements to the Property

and the improvements thereon.

ARTICLE VI - COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION

6.01. **Creation of Lien and Personal Obligation.** The owner of each dwelling and unit shall be and is deemed to covenant and hereby agrees to pay to the Owners' Association all charges made with respect to the owner of the Owners' dwelling unit. Each charge together with interest and late fees thereon and reasonable costs of collection, if any, is hereinafter provided, shall be a continuing lien upon the dwelling unit against which such charges made and also shall be the personal obligation of the owner of the dwelling unit at the time when the charge becomes due. The lien or personal obligation created under this section shall be in favor and shall be enforced by the Owners' Association.

6.02. **Lien for Subordinated to Mortgages.** The lien for charges created hereunder shall be subordinated to a bona fide first mortgage, trust deed or equivalent security interest in any Dwelling Unit which was recorded prior to the date that any such charge became due.

6.03 **Non-Payment of Charges.** Any charge which is not paid to the Owners' Association when due shall be deemed delinquent. Any charge which is delinquent for ten (10) days for more or more shall bear interest at the highest legal contract rate of interest then permitted in Florida by not to exceed eighteen percent (18%) per annum from the due date to the date when paid. The Owners' Association may: (i) bring an action against the owner personally obligated to pay the charge to recover the charge together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the charge and included in any judgement rendered in such action); (ii) enforce and foreclose any lien which it has or which may exist for its benefit; and (iii) impose late fees in amounts determined from time to time by the Board of Directors.

6.04 **Self-Help.** In the event of a violation or breach by an owner of the provisions, covenants or restrictions of the Declaration, the By-laws, rules or regulations of the Board of Directors, where such violation or breach may be cured or abated by affirmative action, then the Board of Directors, upon not less than ten (10) days prior written notice to the owner, shall have the right to enter upon that part of the Property where the violation or breach exists to remove or rectify the violation or breach.

6.05. **Costs and Expenses.** All costs and expenses incurred by the Board of Directors in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorney's fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal contract rate of interest then permitted in Florida until paid, shall be charged to and assessed against the defaulting owner, and the Owners Association shall have a lien for all the same upon his dwelling unit.

ARTICLE VII - INSURANCE

7.01. **General Liability Insurance.** The Owners' Association shall have the authority to and shall obtain comprehensive general liability insurance, including liability for injuries and death of persons and property damage in an amount to be no less than \$100,000 per occurrence insuring each Owner, the Owners' Association, and its officers and directors for liability arising out of or in connection with the rights and duties of the Owners' Association in the Property. The Association may obtain such other insurance as its board deems advisable.

7.02 Dwelling Unit Insurance.

(a) Each owner of a Dwelling Unit shall be responsible for and shall procure fire and all risk coverage insurance upon such owners' Dwelling Unit and Dwelling Unit Exterior for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies, in such form, and for such premiums and periods as the Board may determine to be appropriate from time to time. Each Owner shall also be responsible for his own insurance on the contents of his Dwelling Unit and furnishings and personal property therein, and in no event whatsoever shall the Owners' Association be responsible for any losses concerning said furnishings and personal property.

(b) Each Owner shall deliver to the Owners' Association Board a certificate of insurance certifying that a policy of insurance covering such Owner's Dwelling Unit, as required under this section, is in effect, and the Owners' Association and Turkey Creek Club Villa Owners' Association, Inc. Shall be shown on the policy as an additional insureds. Said policy shall not be canceled or materially changed except upon at least thirty (30) days prior written notice to the Owners' Association Board. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this section, and provide written proof thereof to the Owners Association Board, then the Owners' Association Board may on behalf of and as agent for such Owner procure such insurance on the Owners' Dwelling Unit with a company, in a form, for a premium and period as determined by the Owners' Association Board to be appropriate and the cost thereof shall be a Charge hereunder payable by the Owner.

(c.) No owner shall cause or permit anything to be done or kept on the Premises which will result in the cancellation of insurance on such Owners' Dwelling Unit or any other Dwelling Unit.

7.03. REBUILDING OF DAMAGED DWELLING UNIT:

(a) In the event of damage to or destruction of any Dwelling Unit by fire and other casualty for which the Owner is required to carry insurance hereunder, the Owner thereof shall, within a reasonable time after such damage or destruction, repair or rebuild the same to substantially same condition in a workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction and with the requirements of the Restatement. The Dwelling Unit Exterior, when rebuilt, shall be substantially similar to, and its architectural design and landscaping shall be in conformity with, the surrounding Dwelling Units which are not so damaged or destroyed. The Owner shall not be

relieved of his obligation to repair or rebuild his Dwelling Unit under this Subsection (a) by his failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost thereof.

(b) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in Subsection (a), to perform the necessary repair or rebuilding, then, the Owners' Association Board may cause such repairs or rebuilding to be performed in the manner as provided in Subsection (a) and the cost thereof shall be charged to such owner as his personal obligation and shall be a continuing lien on the Owner's Dwelling Unit.

We, the undersigned, being the incorporators of this corporation, including all persons named herein as the subscribers of this corporation, for the purposes of forming this non-profit corporation under the laws of Florida have executed these Declaration of Restrictions and Covenants this 23 day of MARCH 1996.

Hugh Smith
Hugh Smith FL DL 5530 321 134240

Carol Pascucci
Carol Pascucci

Richard Martin
Richard Martin

Richard Martin
Richard Martin

STATE OF FLORIDA
COUNTY OF ALACHUA

March 1996, by Hugh Smith.
The following instrument was acknowledged before me this 23 day of



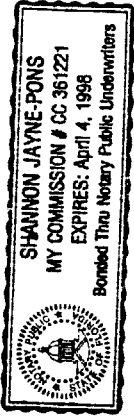
KATHY FERGUSON
My Commission CC298021
Expires Jun. 28, 1997
Bonded by ANB
800-852-5878

Kathy Ferguson
Notary Public, State of Florida
My Commission Expires:
062897

(SEAL)

STATE OF FLORIDA
COUNTY OF ALACHUA

March 1996, by Carol Pascucci.
The following instrument was acknowledged before me this 22nd day of



Shawnon Jayne-Pons
Notary Public, State of Florida
My Commission Expires: 04/04/98

(SEAL)

STATE OF FLORIDA
COUNTY OF ALACHUA

March 1996, by Richard Martin.
The following instrument was acknowledged before me this 25 day of

Christine Hogan
Notary Public, State of Florida
My Commission Expires:

CHRISTINE HOGAN
Notary Public, State of Florida
My comm. expires Nov. 1, 1999
Comm. No. CC162662

(SEAL)

STATE OF FLORIDA
COUNTY OF ALACHUA

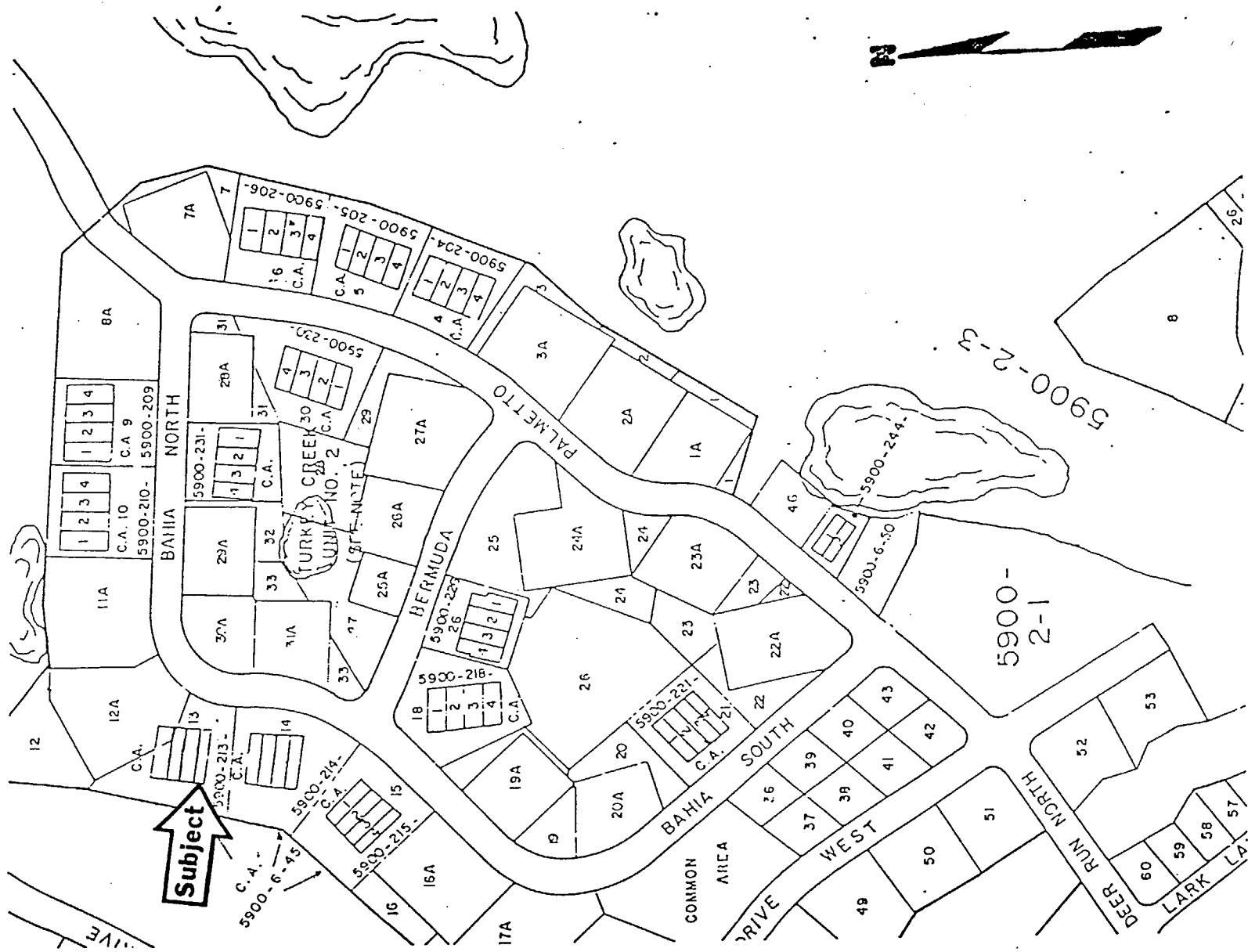
March 1996, by Richard Martin.
The following instrument was acknowledged before me this 25 day of

Christine Hogan
Notary Public, State of Florida
My Commission Expires:

(SEAL)

CHRISTINE HOGAN
Notary Public, State of Florida
My comm. expires Nov. 1, 1999
Comm. No. CC162662

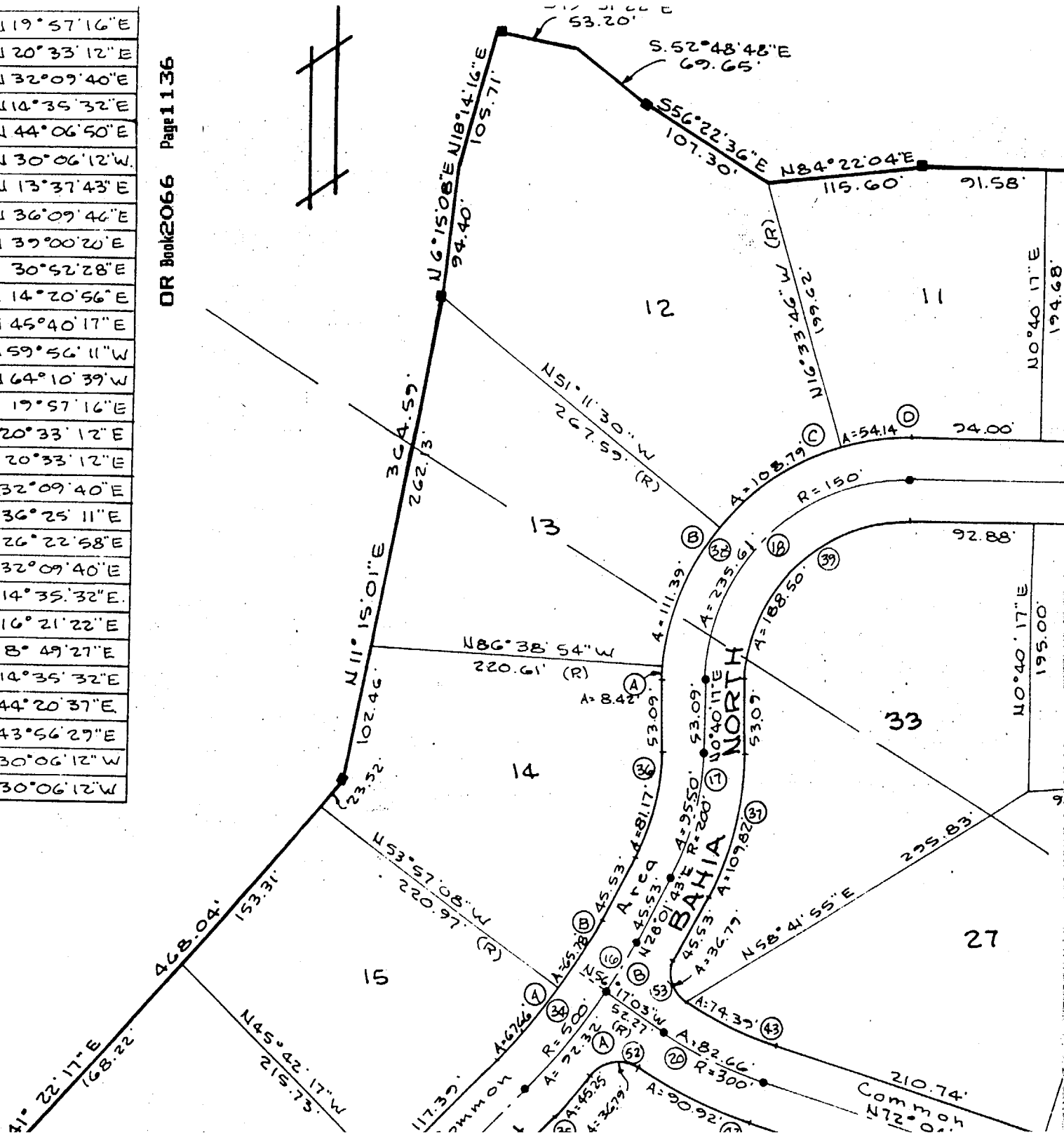
SUBJECT PROPERTY LOCATION MAP



Fred B. Arnold
REALTOR-APPRAISER

EXHIBIT "A"

76.96'	143.64'	N 19° 57' 16" E
79.37'	147.54'	N 20° 33' 12" E
88.50'	174.28'	N 32° 09' 40" E
66.11'	131.08'	N 14° 35' 32" E
20.13'	40.08'	N 44° 06' 50" E
33.65'	65.56'	N 30° 06' 12" W
85.78'	147.91'	N 13° 37' 43" E
71.46'	141.48'	N 36° 09' 46" E
46.29'	92.19'	N 39° 00' 20" E
24.84'	49.61'	N 30° 52' 28" E
48.68'	94.59'	N 14° 20' 56" E
150.00'	212.13'	N 45° 40' 17" E
107.50'	210.20'	N 59° 56' 11" W
41.59'	82.40'	N 64° 10' 39" W
65.41'	122.10'	N 19° 57' 16" E
67.46'	125.41'	N 20° 33' 12" E
91.27'	169.67'	N 20° 33' 12" E
93.80'	184.74'	N 32° 09' 40" E
53.63'	106.82'	N 36° 25' 11" E
39.41'	78.71'	N 26° 22' 58" E
83.19'	163.82'	N 32° 09' 40" E
70.08'	138.94'	N 14° 35' 32" E
53.54'	106.93'	N 16° 21' 22" E
16.32'	32.63'	N 8° 49' 27" E
62.14'	123.21'	N 14° 35' 32" E
18.02'	35.87'	N 44° 20' 37" E
22.24'	44.29'	N 43° 56' 27" E
40.61'	79.12'	N 30° 06' 12" W
26.69'	51.99'	N 30° 06' 12" W



Being a portion of the Fernandez Grant and a portion of Section 28, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows:

Begin at the Northeast corner of Lot 42 as shown on the plat of TURKEY CREEK UNIT NO. 1 as recorded in Plat Book J at Pages 2 and 3 of the Public Records of Alachua County, Florida; thence N. 74° 12' 49" E. for 84.30 feet; thence N. 41° 22' 17" E. for 468.04 feet; thence N. 11° 15' 01" E. for 364.59 feet; thence N. 6° 15' 08" E. for 94.40 feet; thence N. 18° 14' 16" E. for 105.71 feet; thence S. 79° 51' 22" E. for 53.20 feet; thence S. 52° 48' 48" E. for 69.65 feet; thence S. 56° 22' 36" E. for 107.30 feet; thence N. 84° 22' 04" E. for 115.00 feet; thence S. 88° 57' 54" E. for 666.25 feet; thence S. 43° 15' 23" E. for 198.22 feet; thence S. 13° 52' 11" E. for 131.24 feet; thence S. 13° 11' 47" W. for 318.48 feet; thence S. 22° 14' 44" W. for 326.48 feet; thence S. 43° 04' 24" W. for 146.39 feet; thence S. 31° 52' 32" W. for 349.53 feet; thence N. 74° 01' 21" W. for 155.38 feet to a point on the next described curve; thence Southwesterly along a curve, concave Northwesterly, having a radius of 230.00 feet, a central angle of 13° 48' 11", an arc distance of 55.41 feet, a chord of 55.28 feet and a chord bearing of S. 34° 05' 55" W. to a Point of Tangency; thence S. 41° 00' 00" W. for 96.60 feet; thence S. 64° 00' 00" E. for 90.00 feet; thence S. 18° 14' 55" W. for 97.48 feet; thence N. 64° 00' 00" W. for 129.03 feet; thence S. 41° 00' 00" W. for 200.54 feet to a Point of Curvature; thence Southwesterly along a curve, concave Southeasterly, having a radius of 170.00 feet, a central angle of 19° 14' 03", an arc distance of 57.07 feet, a chord of 56.80 feet and a chord bearing of 53° 22' 58" W. to a Point of Reverse Curvature; thence Southwesterly along a curve, concave Northwesterly, having a radius of 230.00 feet, a central angle of 33° 38' 03", an arc distance of 135.02 feet, a chord of 133.09 feet and a chord bearing of S. 38° 34' 58" W. to a Point of Reverse Curvature; thence Southerly along a curve, concave Southeasterly, having a radius of 25.00 feet, a central angle of 90° 00' 00"; thence N. 34° 36' 00" W. for 40.00 feet to a Point of Curvature; thence Northwesterly along a curve, concave Southwesterly, having a radius of 655.00 feet, a central angle of 22° 12' 00", an arc distance of 253.79 feet, a chord of 252.20 feet and a chord bearing of N. 45° 42' 00" W. to a Point of Reverse Curvature; thence Northwesterly along a curve, concave Northwesterly, having a radius of 1145.00 feet, a central angle of 21° 33' 00", an arc distance of 430.66 feet, a chord of 428.12 feet and a chord bearing of N. 46° 01' 30" W. to a Point of Tangency; thence N. 35° 15' 00" W. for 30.00 feet; thence N. 45° 10' 55" E. for 181.59 feet to the Point of Beginning (the last 5 courses being coincident with the Easterly boundary of the aforementioned plat of TURKEY CREEK UNIT NO. 1), all lying and being in Alachua County, Florida, and containing 42.20 acres, more or less.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY: That the attached plat of TURKEY CREEK UNIT NO. 2 is a true and correct representation of the lands as recently surveyed and platted under my direction; also, that this plat complies with the laws of the State of Florida and Alachua County, as they apply to plats and subdivisions.

Date: 11-21-77

Thomas F. Jackson
Thomas F. Jackson, Surveyor, Land
Surveyor No. 2742, State of Florida

OWNER'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, President and Secretary, of TURKEY CREEK, INC., do hereby certify that said corporation is the owner of the lands described herein, and as shown on the accompanying plat; also, that as officers of said corporation, we have caused said plat and survey to be made, and do accept and adopt the same and cause it to be known as TURKEY CREEK UNIT NO. 2.

All common areas, easements and streets as shown or indicated on the plat are reserved to the owners hereof, their successors and assigns, the care and maintenance of which shall be specified in the restrictive covenants.

Witness: Helen H. DeCarlo President; Charlotte Ann Smith Secretary; Robert W. Lee, Jr.

STATE OF FLORIDA - COUNTY OF ALACHUA

I DO HEREBY CERTIFY: That on this day personally appeared before me, Norwood W. Hope and Ralph W. Cillon, Jr., President and Secretary, respectively, of TURKEY CREEK, INC., a corporation under the laws of the State of Florida, with its principal office in Gainesville, Florida, to me well known to be President and Secretary of said corporation, and acknowledged that they executed the above instrument as the free act and deed of said corporation and that its seal was affixed to said instrument by and with the authority of its Board of Directors.

Witness my hand and official seal this 21st day of November, 1977.

My commission expires the 21st day of April, 1979.

Helen H. DeCarlo
Notary Public - State of Florida

CERTIFICATE OF APPROVAL BY THE CITY OF ALACHUA

Approved as to the wording of the certification and dedication. 11-22-77

Date: 11-22-77 City Attorney

Approved as to conforming to the laws of the City of Alachua, and the State of Florida, as they pertain to the subdivision and platting of 1977. 11-22-77 City Clerk

DO NOT WRITE ABOVE THIS LINE RESERVED FOR RECORDING USE ONLY

**AMENDMENT
TO
MASTER DECLARATION FOR TURKEY CREEK**

This instrument is made by Turkey Creek Master Association, Inc., pursuant to Article Thirteen, Section 13.02 of the Master Declaration for Turkey Creek, effective on June 21st, 1997.

WITNESSETH:

WHEREAS, Article Thirteen, Section 13.02 of the Master Declaration for Turkey Creek recorded in ORB 1443, page 712 et. seq. in the Public Records of Alachua County, Florida, ("Master Declaration"), provides that the Master Declaration may be amended by the affirmative vote of at least 75% of the Delegates then serving; and

WHEREAS, at least 75% of the Delegates now serving have affirmatively voted to amend the Master Declaration as stated below; and

WHEREAS, the purpose of this amendment is to eliminate all provisions in the Master Declaration regarding "Delegates" to the Board of the Master Association which are elected by the Owners and to eliminate all provisions in the Master

Declaration regarding "Neighborhood Committees," and to provide that members of the Board of Directors of the Master Association shall be elected directly by the Owners; and

WHEREAS, the purpose of this amendment is to eliminate the provisions in the Master Declaration that require the number of votes to be based on the assessed value of the property owned by an Owner and to assign votes as set forth in this Amendment.

NOW, THEREFORE, the Turkey Creek Master Association, Inc. hereby amends the Master Declaration as follows:

1. Articles 8.03 "Delegates," 8.05 "Neighborhood Committee," and 8.06 "Voting Rights" are hereby deleted in their entirety as these articles provide for election of Delegates, establishment of Neighborhood committees and set forth how voting rights are determined.

2. Substituted for the provisions deleted above, are the following provisions:

8.03 VOTING RIGHTS. Each Owner shall have the number of votes set forth herein:

Units with a residence constructed thereon	100 votes
Vacant lots	1 vote
Unplatted portions of Turkey Creek	1 vote per Alachua County tax parcel number assigned
Owner of Turkey Creek Golf and Country Club	2000 votes

8.05 ELECTION OF DIRECTORS OF MASTER ASSOCIATION. The Board of Directors of the Master Association shall be elected by the Owners at the annual meeting. Procedures for the nomination of directors shall be established from time to time but shall not prohibit or restrict nominations from the floor at the annual meeting.

3. Article 8.06 has been deleted and intentionally left blank so that the balance of the paragraphs in Article 8 shall not be renumbered.
4. Article 2.18 is hereby deleted in its entirety and intentionally left blank so that the balance of the paragraphs in Article 2 shall not be renumbered.
5. Article 12.05 is hereby deleted in its entirety and intentionally left blank so that the balance of the paragraphs in Article 12 shall not be renumbered.
6. Article 5.02 is hereby deleted in its entirety and intentionally left blank so that the balance of the paragraphs in Article 5 shall not be renumbered.
7. Any references throughout the Master Declaration to "Neighborhood Committees" and "Delegates" shall be and are hereby amended by deleting said references and the provision in which said references may have originally appeared shall be construed in such a manner that is consistent with this Amendment.
8. The owner of the Turkey Creek Golf and Racquet Club hereby consents to this Amendment pursuant to Article 13.02 of the Master Declaration.

IN WITNESS WHEREOF, the undersigned president and secretary of Turkey Creek Master Association, Inc. have hereunto set their hand and seal this 16 day of June, 1997.

Signed, sealed and delivered
in our presence as witnesses:

Doris B. Chisholm
Witness #1 Sign Above

Linda R. Chisolm
Print Below

TURKEY CREEK MASTER OWNERS
ASSOCIATION, INC.

By: P. J. Jones

ATTEST: Charles A. Specht

Teresa A. Lloyd
Witness #2 Sign Above

Teresa A. Lloyd
Print Below

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16 day of June, 1997, by P. J. Jones as President and Charles A. Specht Secretary of TURKEY CREEK MASTER OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of said corporation. Such person(s):

(☒) is/are personally known to me.
() produced a current Florida Driver's license as identification.
() produced _____ as identification.

Beverly K. Smith
Print Name: Beverly K. Smith
Notary Public, State of Florida
My Commission Expires:
Serial Number:

(SEAL)



BEVERLY K. SMITH
MY COMMISSION # CC345546 EXPIRES
February 24, 1998
BONDED THRU TROY FARM INSURANCE, INC.

CONSENT

The undersigned hereby consents to the foregoing Amendment.

Signed, sealed and delivered
in our presence as witnesses:

Robin S. Haizlip
Witness #1 Sign Above
Print Below
Robin S. Haizlip

Jan B. Grooms
Witness #2 Sign Above
Print Below
Jan B. Grooms

HERITAGE LINKS GOLF COMPANY,
INC., a Florida Corporation

By: [Signature]
HORACE M. "JAY" JOHNSON
President

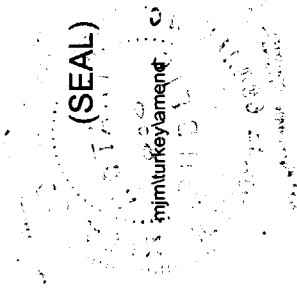
ATTEST: Wanda H. Carter

STATE OF NORTH CAROLINA
COUNTY OF Wake

The foregoing instrument was acknowledged before me this 22 day of
March, 1997, by HORACE M. "JAY" JOHNSON, as President of HERITAGE
LINKS GOLF COMPANY, INC., a Florida corporation, on behalf of said corporation.
Such person(s):

(X) is/are personally known to me.
() produced a current Driver's license as
identification.
() produced _____ as identification.

Nita Jo McKinnon
Print Name: Nita Jo McKinnon
Notary Public, State of North Carolina
My Commission Expires:
Serial Number: _____ My Commission Expires August 18, 1998





Prepared by and return to:

Alessandra Stivelman, Esquire
Eisinger, Brown, Lewis, Frankel & Chalet, P.A.
4000 Hollywood Boulevard, Suite 265-S
Hollywood, Florida 33021
Tel: (954) 894-8000
Fax: (954) 894-8015

NOTICE OF MARKETABLE TITLE

Turkey Creek Master Owners Association, Inc., a Florida not-for-profit corporation (the “**Association**”), with a principal office located at 11820 Turkey Creek Boulevard, Alachua, FL 32612 c/o Sarah Beavers, and organized pursuant to Chapter 720, Florida Statutes, *et seq.*, pursuant to that certain Master Declaration for Turkey Creek, as amended from time to time, dated October 26, 1982 as recorded in O.R. Book 1443, Page 712 of the Public Records of Alachua County, Florida (the “**Declaration**”) hereby states that the Association is hereby causing this Notice to be recorded in the Public Records of Alachua County in accordance with Chapter 712, Florida Statutes, and states as follows:

1. The Declaration. The Declaration creates certain easements, restrictions, covenants and conditions that run with and bind all parties having any right, title or interest in that certain real property (collectively, the “**Covenants**”) located in Alachua County, Florida, which is more particularly described in the Declaration, as amended by the following amendments recorded in Official Records Book 1588, at Page 2690; Official Records Book 1706, at Page 72; Official Records Book 1788, at Page 849; Official Records Book 1838, at Page 2853; Official Records Book 1847, at Page 447; Official Records Book 1968, at Page 296; Official Records Book 2012, at Page 1827; Official Records Book 2023, at Page 1902; Official Records Book 2069, at Page 41; Official Records Book 2119, at Page 1097; Official Records Book 2128, at Page 1227; Official Records Book 2132, at Page 1339; Official Records Book 2195, at Page 2648; Official Records Book 2267, at Page 2746; Official Records Book 2304, at Page 1964; Official Records Book 2341, at Page 1907; Official Records Book 2369, at Page 2972; Official Records Book 2371, at Page 669; Official Records Book 2375, at Page 1667; Official Records Book 2432, at Page 764; Official Records Book 2432, at Page 770; Official Records Book 2435, at Page 2290; Official Records Book 2476, at Page 1450; Official Records Book 2512, at Page 41; Official Records Book 2572, at Page 202; Official Records Book 2628, at Page 145; Official Records Book 2629, at Page 1391; Official Records Book 2695, at Page 160; Official Records Book 2714, at Page 901; Official Records Book 2750, at Page 1254; Official Records Book 2750, at Page 1260; Official Records Book 2761, at Page 452; Official Records Book 2810, at Page 249;

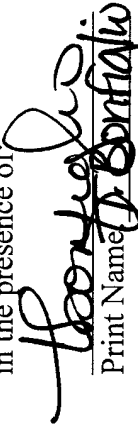
Official Records Book 2857, at Page 1231; Official Records Book 3006, at Page 530; Official Records Book 3012, at Page 901; Official Records Book 3058, at Page 1174; Official Records Book 3085, at Page 1339; Official Records Book 3094, at Page 30; Official Records Book 3107, at Page 457; Official Records Book 3267, at Page 497; Official Records Book 3411, at Page 1087; Official Records Book 3563, at Page 1139; Official Records Book 3597, at Page 130; Official Records Book 3921, at Page 2096; and Official Records Book 3958, at Page 47; all of the Public Records of Alachua County, Florida, and any other amendment of record (the "**Property**").

2. Scope. This Notice hereby affects all of the real property described in the Declaration, as amended from time to time, as more fully described in the Declaration, and the claims set forth herein are based on the Declaration.

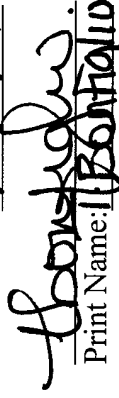
3. Effect. Pursuant to the terms of Chapter 712, Florida Statutes, this Notice hereby preserves the Covenants set forth in the Declaration, as amended from time to time, that currently burden the Property in their entirety and preserves the Declaration as the source of marketable title with regard to the transfer of each and every portion of the Property including, without limitation, a member of the Association's residence for a time period of thirty (30) years following the date of recordation of this Notice.

4. Notice to the Members of the Association. The Association hereby acknowledges that the Board of Directors of the Association caused a statement conforming to the requirements of Section 712.06, Florida Statutes to be mailed or hand delivered to the members of the Association. Attached hereto as Exhibit "A" please find the Affidavit of the authorized member of the Board of Directors attesting that the Association has satisfied the requirements set forth in, among other things, Section 712.06(b), Florida Statutes.

Signed, Sealed and Delivered
in the presence of


Print Name: Todd Bontiglio


Print Name: Todd Hutchison


Print Name: Todd Bontiglio


Print Name: Todd Hutchison

TURKEY CREEK MASTER OWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation


Terry Morrow, President


Jane Hehdricks, Secretary

EXHIBIT "A"

This instrument was prepared by:
 Alessandra Stivelman, Esquire
 Eisinger, Brown, Lewis, Frankel & Chaiet, P.A.
 4000 Hollywood Boulevard, Suite 265-S
 Hollywood, Florida 33021
 Tel: (954) 894-8000
 Fax: (954) 894-8015

AFFIDAVIT

STATE OF FLORIDA)
 :SS
 COUNTY OF ALACHUA)

BEFORE ME, the undersigned authority, personally appeared TERRY MORROW, the President of TURKEY CREEK MASTER OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who, after being first duly sworn by me, deposes and says:

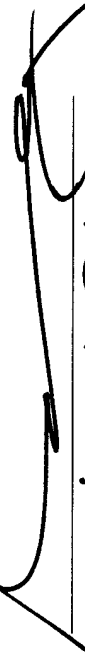
1. My name is Terry Morrow and I am a Member of the Board of Directors and the President of Turkey Creek Master Owners Association, Inc., a Florida not-for-profit corporation (the "Association").
2. That, at a duly noticed and agendaed Board of Directors Meeting of the Association held on September 19, 2012, at 6:30 PM at the Turkey Creek Master Owners Association's office located at 11820 Turkey Creek Boulevard, Alachua, FL , in compliance with the applicable provisions of the Association's Bylaws as well as the statutory requirements of F.S. §712.05 and §712.06, at least two-thirds (2/3) of the members of the Board of Directors of the Association approved the preservation of the Master Declaration for Turkey Creek, as recorded in Official Records Book 1443, at Page 712, of the Public Records of Alachua County, Florida, as amended from time to time.
3. Affiant further attests that, as statutorily required, Notice of the aforesaid Board of Directors' Meeting, together with Statement of Marketable Title Action, was duly mailed or hand-delivered to all members of the Association not less than seven (7) days prior to said meeting. Copy of said Notice, which is dated September 5, 2012, together with the Statement of Marketable Action, is attached hereto as Schedule "1"

FURTHER AFFIANT SAYETH NAUGHT.


 TERRY MORROW

[witnesses and acknowledgment appear on the following page]

Witnesses:


Print: Stephen O'Grady


Print: Todd Hutchison

SWORN TO and SUBSCRIBED before me this 19 day of Sept, 2012.


NOTARY PUBLIC, State of Florida



SARAH BEAVERS
MY COMMISSION # EE 066378
EXPIRES: March 11, 2015
Bonded Thru Budget Notary Services

☒ Personally known to me

☐ Produced _____ as identification

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
TURKEY CREEK MASTER OWNERS ASSOCIATION, INC.**

TO: MEMBERS OF THE BOARD OF DIRECTORS OF TURKEY CREEK MASTER OWNERS ASSOCIATION, INC. AND MEMBERS OF TURKEY CREEK MASTER OWNERS ASSOCIATION, INC.

NOTICE IS HEREBY given, pursuant to Florida Statutes and the By-Laws of Turkey Creek Master Owners Association, Inc. (the "Association"), that for the Members of the Board of Directors Association, a Special Meeting will be held on **Wednesday, September 19, 2012 at 6:30 p.m., at the Turkey Creek Master Owners Association's Office** for the sole purpose of considering and voting upon whether to record a written notice, in accordance with the provisions of the Marketable Record Title Act, which notice shall have the effect of preserving the enforceability of the Master Declaration for Turkey Creek (the "Declaration"), as more specifically set forth in the attached Statement of Marketable Title Action.

The undersigned has hereby certified that this notice shall be mailed by depositing same in the United States Post Office or in a letter box in a post-paid, sealed envelope by Regular Mail to each member of the Association at their addresses as they appear on the books of the Association or supplied by such member to the Association for purpose of that notice

Dated: September 5, 2012

TURKEY CREEK MASTER OWNERS
ASSOCIATION, INC., a Florida
corporation not-for-profit

By:



Terry Morrow, President

**AGENDA FOR MEETING OF THE MEMBERS OF
TURKEY CREEK MASTER OWNERS ASSOCIATION, INC.**

DATE: September 19, 2012

LOCATION: Turkey Creek Master Owners Office

TIME: 6:30 PM

1. Call to Order.
2. Determine Quorum.
3. Proof of notice of meeting and mailing of Statement of Marketable Title Action.
4. Consider and vote upon whether to record written notice in order to maintain the enforceability of the Master Declaration for Turkey Creek.
5. Discussion of code enforcement with Alachua City officials
6. Adjournment.

Schedule "1"

STATEMENT OF MARKETABLE TITLE ACTION

TO: OWNERS OF TURKEY CREEK MASTER OWNERS ASSOCIATION, INC.

NOTICE IS HEREBY given, pursuant to Florida Statutes and the Bylaws of Turkey Creek Master Owners Association, Inc. ("Association"), that, for the members of the Association, a special meeting of the Board of Directors will be held at the Turkey Creek Master Owners Office on the 19th day of September, 2012, at 6:30 p.m., for the purpose of voting on whether to record a Notice pursuant to the Marketable Record Title Act as set forth in Chapter 712, Florida Statutes and as more fully set forth herein.

The Turkey Creek Master Owners Association, Inc. (the "Association") has taken action to ensure that the Declaration, as amended, recorded in Official Records Book 1443, Page 712 of the Public Records of Alachua County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Alachua County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

TURKEY CREEK MASTER OWNERS
ASSOCIATION INC., a Florida not-for-
profit corporation

By: 
Terry Morrow, President and Member
of the Board of Directors

DECLARATION FOR TURKEY CREEK CLUB VILLAS AND TOWNHOUSES
RESTATEMENT OF THE

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FILED
1983 JAN -7 PM 4:57
CLERK CIRCUIT COUNTY COURT
ALACHUA COUNTY, FL.

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613627
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RESTATEMENT OF THE
DECLARATION FOR TURKEY CREEK CLUB VILLAS AND TOWNHOUSES

This Declaration is made by Turkey Creek, Inc., a Florida corporation ("Developer") on December __, 1982.

RECITALS

Some or all of the Development Area (which is legally described in Exhibit A hereto) shall be the subject of a phased residential development by Developer called "Turkey Creek" (the "Development"). The Development shall include residential units, parking areas, green space, walkways, driveways, creeks and lakes and may include recreational facilities.

Prior to the Recording of this document, the Developer recorded the Prior Declarations with respect to portions of the premises. In each of the Prior Declarations, the Developer reserved the right to modify the Prior Declarations. The purpose of this document is to modify the Prior Declarations in order to permit lenders which make mortgage loans on homes in the Development to sell those loans in the secondary mortgage market.

From time to time the Developer may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Eleven. Nothing in this Declaration shall be construed to require the Developer to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Portions of the Premises, including, without limitation, walkways, driveways, and open areas, including improvements located above and below the ground shall be designated by the Developer as "Common Area" and owned by the Residential Association. The Common Area shall be maintained for the common use and enjoyment of all residents of the Dwelling Units located on the Premises. Portions of the Premises are designated as "Dwelling Unit Exteriors", including the exterior of all structures located on the Premises and driveways and walkways. The Residential Association shall also be responsible for the maintenance of the Dwelling Unit Exteriors. Each Owner of a Dwelling Unit shall be assessed to pay his share of the cost of the maintenance of the Common Area and Dwelling Unit Exteriors.

In order to provide for the orderly and proper administration and maintenance of the Common Area and Dwelling Unit Exteriors and for the architectural control of the Dwelling Units, the Developer has formed the Residential Association under the Florida General Not-For-Profit Corporation Act. The Residential Association shall have the responsibility for administering and maintaining the Common Area and Dwelling Unit Exteriors and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. The administration and maintenance of the Common Area and Dwelling Unit Exteriors by the Residential Association shall at all times be subject to this Declaration and the Master Declaration and all of the rights and easements provided for the Owners in this Declaration. Each Owner of a Dwelling Unit or Vacant Lot shall be a member of the Residential Association.

The Development is administered by the Turkey Creek Master Owners Association, Inc., a Florida not-for-profit corporation, in

accordance with the provisions of the Master Declaration for Turkey Creek. Each Owner of a Dwelling Unit and Vacant Lot shall also be a member of the Master Association. The Master Association has responsibility for the operation of the Development and the maintenance of the "Community Area" designated by the Master Declaration.

Each Dwelling Unit and Vacant Lot located on the Premises is designated by the Master Declaration as comprising part of a Neighborhood. A Neighborhood Committee advises the Master Association with respect to the Neighborhood Area or other matters of particular concern to a Neighborhood. Pursuant to the Master Declaration, after the turnover dates specified therein, each Owner of a Dwelling Unit or Vacant Lot is entitled to vote at meetings of the Neighborhood.

During the construction and marketing of the Development, the Developer shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to appoint all members of the Residential Association Board, as more fully described in Article Eight, the right to come upon the Development Area in connection with Developer's efforts to sell or lease Dwelling Units and Vacant Lots and other rights reserved in Article Twelve.

NOW, THEREFORE, the Developer hereby modifies and amplifies the Prior Declarations and restates the Prior Declarations, as modified and amplified, to be and read in their entirety, as follows:

ARTICLE ONE Intent

1.01 GENERAL PURPOSE: The primary purposes of the Residential Association are to: (a) provide maintenance, repair and replacement of the Common Area and Dwelling Unit Exteriors; (b) review and approve proposed construction or alterations on any part of the Premises; (c) adopt and enforce restrictions, covenants, rules, regulations, and conditions relating to the use and occupancy of the Premises; and (d) to levy and collect assessments from Owners to pay the cost of performing the foregoing.

1.02 PRIOR DECLARATIONS SUPERSEDED: This Declaration modifies, restates and expressly supersedes the Prior Declarations, as well as all restrictions previously superseded by the Prior Declarations.

ARTICLE TWO Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

2.01 APPRAISED VALUE: The total appraised value of all real property contained within a Dwelling Unit or Vacant Lot, including all improvements located thereon and rights appurtenant thereto, as determined and amended from time to time by the Master Association Board, as more fully provided for in Article Nine of the Master Declaration.

2.02 BY-LAWS: The By-Laws of the Residential Association as kept on file with the Board and which need not be Recorded.

2.03 CHARGES: The Common Assessment, any special assessment levied by the Residential Association and/or any other charges or

payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

2.04 COMMON AREA: Those portions of the Premises which are owned by the Residential Association and described and designated as "Common Area" in Exhibit B hereto, as Exhibit B may be amended or supplemented from time to time, together with all improvements located above and below the ground and rights appurtenant thereto. The Common Area shall generally include the open space, private drives, parking areas, walkways and green areas, and shall not include any Dwelling Units or Vacant Lots. The Common Area shall include all Limited Common Areas. Developer may make Added Common Area subject to this Declaration pursuant to Article Eleven.

2.05 COMMON ASSESSMENT: The amounts which the Residential Association shall assess and collect from the Owners to pay the Common Expenses and accumulate reserves for such expenses, as more fully described in Article Nine.

2.06 COMMON EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement, beautification and landscaping of the Common Area and the Dwelling Unit Exterior; additions to the Common Area Capital Reserve; the cost of insurance, water, waste removal and scavenger services, electricity, telephone and other necessary utility expenses for the Common Area; the cost of general and special real estate taxes and assessments levied or assessed against the Common Area; the cost of, and the expenses incurred for, the maintenance, construction, repair and replacement of personal property acquired and used by the Residential Association in connection with the operation of the Common Area or Dwelling Unit Exterior; any expenses designated as Common Expenses by this Declaration; and any other expenses lawfully incurred by the Residential Association for the common benefit of all of the Owners.

2.07 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

2.08 DEVELOPER: Turkey Creek, Inc., a Florida corporation, its successors and assigns to its rights under this Declaration.

2.09 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or charges shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a golf course or as a commercial or residential development which is administered separate from the Development.

2.10 DWELLING UNIT: A part of the Premises upon which a residential Dwelling Unit has been substantially completed. If two or more Dwelling Units are combined, each Dwelling Unit shall nevertheless be considered as a separate Dwelling Unit under this Declaration. The Residential Association shall maintain a registry of designated Dwelling Units in accordance with Section 4.01(b).

2.11 DWELLING UNIT EXTERIORS: The roof, outer surface (excluding glass) of exterior walls and garage doors of the Dwelling Unit and

all portions of the Premises which are improved with the Dwelling Units, including, without limitation, driveways, grass, shrubbery and other landscaping, if any. The Dwelling Unit Exterior shall not include air conditioning systems, solar heating systems and the like which may be located on the exterior of a structure, and shall not include any portion of Vacant Lots.

2.12 LIMITED COMMON AREA: A portion of the Common Area adjacent to a Dwelling Unit which is designated by the Residential Association Board pursuant to Section 4.01 for the exclusive use of the Owner of such Dwelling Unit as a parking space.

2.13 LOT: A portion of the Premises designated as such in Exhibit B hereto as Exhibit B may be amended or supplemented from time to time. A Lot may be designated by the Residential Association pursuant to Section 4.01(b) as a Vacant Lot, or, if a dwelling has been substantially completed thereon, a Dwelling Unit. The Developer may make added Lots subject to this Declaration pursuant to Article Eleven.

2.14 MASTER ASSOCIATION: Turkey Creek Master Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

2.15 MASTER ASSOCIATION BOARD: The board of directors of the Master Association, as constituted from time to time.

2.16 MASTER DECLARATION: The Master Declaration for Turkey Creek Recorded on October 26, 1982, in Official Records Book 1443, Page 712-772, of the Public Records of Alachua County, Florida, as supplemented or amended from time to time.

2.17 MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

2.18 NON-OWNER: A person other than an Owner or a Resident.

2.19 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit or Vacant Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Developer shall be deemed to be an Owner with respect to each Dwelling Unit or Vacant Lot owned by the Developer.

2.20 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

2.21 PREMISES: That portion of the Development Area which is described in Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time, with all improvements thereon and rights appurtenant thereto. The Developer may make added Premises subject to this Declaration pursuant to Article Eleven.

2.22 PRIOR DECLARATIONS: The previously Recorded documents which are listed in Exhibit C attached hereto.

2.23 RECORD: To record in the office of the Office of Clerk of Alachua County, Florida.

2.24 RESIDENT: An individual who resides in a Dwelling Unit and who is either the Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of any such Owner, tenant or contract purchaser.

- 2.25 RESIDENTIAL ASSOCIATION OR ASSOCIATION: Turkey Creek Club Villa Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- 2.26 RESIDENTIAL ASSOCIATION BOARD OR BOARD: The board of directors of the Residential Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Eight.
- 2.27 SUCCESSOR DEVELOPER: A Person who acquires a portion of the Premises for the purpose of development and resale who is designated as a Successor Developer by the Developer, as more fully provided in Section 12.07.
- 2.28 TURKEY CREEK GOLF AND RACQUET CLUB: The real estate and improvements located adjacent to the Premises consisting of a golf course, clubhouse, restaurant, lounge and related facilities and at the time of the Recording of this Declaration operated under the name "Turkey Creek Golf and Racquet Club", as such real estate and improvements may be expanded, contracted or altered from time to time. The Turkey Creek Golf and Racquet Club shall not be or be deemed to be part of the Premises or part of the Common Area. The owner of the Turkey Creek Golf and Racquet Club shall not be an Owner or Member of the Residential Association hereunder; however, it shall have certain rights, powers, and obligations specifically provided for herein.
- 2.29 TURNOVER DATE: The date on which any one of the following shall first occur:
- (a) such time as Developer no longer holds or controls title to any part of the Development Area;
 - (b) the giving of written notice by Developer to each Owner of Developer's election to terminate Developer's rights;
 - (c) January 1, 2000; or
 - (d) within ninety (90) days of the completion of the construction (as determined by issuance of a Certificate of Occupancy by the City of Alachua) of 1,200 Dwelling Units (being 75% of the number of Dwelling Units currently anticipated to be ultimately made subject to this Declaration).
- 2.30 VACANT LOT: A portion of the Premises which has not been designated as Common Area and upon which no Dwelling Unit has been substantially completed, in accordance with Section 4.01(b).
- 2.31 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Section 8.05.

ARTICLE THREE

Scope of Declaration

- 3.01 PROPERTY SUBJECT TO DECLARATION: Developer expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Developer shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Eleven hereof. Nothing in this Declaration shall be construed to obligate the Developer to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or

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which are added to Exhibit B by Supplemental Declarations Recorded by Developer pursuant to Article Eleven.

3.02 CONVEYANCES SUBJECT TO DECLARATION: All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant to and running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Premises. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

3.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by not less than three-fourths (3/4) of the then Owners.

ARTICLE FOUR

Covenants and Restrictions as to Use and Maintenance of the Common Area and Dwelling Units

4.01 OWNERSHIP AND DESIGNATION OF LIMITED COMMON AREAS AND DWELLING UNITS:

(a) At the time that each portion of the Development Area is made subject to this Declaration as Common Area, such portion shall be conveyed to the Residential Association. Any Common Area which is conveyed to the Residential Association by Developer shall be free and clear of any mortgage or trust deed whatsoever at the time of such conveyance. The Residential Association shall be responsible for the payment of any and all Common Expenses in connection with the Common Area, including, without limitation, real estate taxes, if any, and property damage and general liability insurance premiums. Upon conveyance of Common Area to the Residential Association, the Residential Association Board shall designate such portion thereof, if any, which shall be a Limited Common Area. The Board shall at all times maintain a registry of each Limited Common Area and the Dwelling Unit benefitted thereby. The registry shall be available for inspection during regular business hours by Owners and their Mortgagees.

(b) At the time that each portion of the Development Area is made subject to this Declaration as an Added Lot, the Residential Association Board shall designate each Added Lot as a Vacant Lot or a Dwelling Unit or Dwelling Units and shall at all times maintain a registry of Vacant Lots and Dwelling Units which shall be available for inspection during regular business hours by Owners and their Mortgagees. If and when a Vacant Lot is improved with a building which contains a living unit, the Residential Association Board shall change the designation of the Vacant Lot to a Dwelling Unit or Units using the criteria established by the Alachua County Property Appraiser in determining whether a structure is "substantially

completed", except that the actual "substantial completion" date shall be used for Association purposes instead of the "substantial completion" status as of January 1 which is used by said Property Appraiser. If a Dwelling Unit is damaged or destroyed by fire or casualty, the Residential Association Board shall redesignate such Dwelling Unit as a Vacant Lot if as a result thereof in the sole opinion of the Board, the Dwelling Unit is rendered uninhabitable. Upon the substantial completion of the restoration or rebuilding of such damaged structure, the Residential Association shall then redesignate such structure as a Dwelling Unit. The Residential Association Board shall act promptly to designate each Added Lot or Vacant Lot as a Dwelling Unit and each Owner of a Vacant Lot shall notify the Residential Association Board of the commencement of any construction upon a Vacant Lot.

4.02 ACCESS EASEMENT: Each Owner or beneficial owner of a Dwelling Unit or Vacant Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit or Vacant Lot to public streets and roads over and across the Common Area, which easement shall run with the land, be appurtenant to and pass with the title to every Dwelling Unit or Vacant Lot. The County of Alachua, the City of Alachua or any municipality or other governmental authority which has jurisdiction over the Common Area shall have a non-exclusive easement of access over the Common Area for police, fire, ambulance, waste removal, and other vehicles for the purpose of furnishing utilities, or municipal or emergency services to the Premises. The Master Association, Residential Association, their respective employees, agents and contractors, shall have the right of ingress to, egress from and parking and security patrolling on the Common Area and Dwelling Unit Exterior, and the right to store equipment on the Common Area, for the purposes of furnishing any maintenance, repairs or replacements of the Common Area or Dwelling Unit Exterior, as required or permitted hereunder. The owner of Turkey Creek Golf and Racquet Club and its members, employees, guests and invitees shall have a non-exclusive perpetual easement of access over the Common Area.

4.03 RIGHT OF ENJOYMENT:

(a) Each Owner shall have the non-exclusive right and easement to use and enjoy the Common Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit or Vacant Lot, subject to and governed by the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Residential Association. Non-Owners may use and enjoy the Common Areas only to the extent permitted under rules and regulations adopted by the Association and such rules and regulations may require that any such individual be a guest of a Resident who has the right to use such areas and/or pay a user fee set by the Residential Association.

(b) Subject to Section 4.02, each Owner shall have the exclusive right and easement to use and enjoy the Limited Common Area appurtenant to his Dwelling Unit or Vacant Lot.

4.04 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Residential Association, any Owner may delegate his right to use and enjoy the Common Area to Residents of his Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Dwelling Unit who are Residents. An Owner who is not a Resident of his Dwelling Unit may only use and enjoy the Common Area as permitted under rules and regulations adopted by the Residential Association Board.

4.05 RULES AND REGULATIONS: The use and enjoyment of the Common Area shall at all times be subject to reasonable rules and regulations duly adopted by the Residential Association.

4.06 UTILITY EASEMENTS: All public and private utilities (including cable television or other communication systems) serving the Premises and Turkey Creek Golf and Racquet Club are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Area for the purpose of providing utility, drainage or irrigation services to the Premises or any portion of the Development Area; provided the exact location of said equipment and easements shall be approved in advance in writing by the Residential Association and the Master Association.

4.07 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: With the consent of the Master Association, the Residential Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Common Area for such uses and purposes as the Residential Association Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities and similar and related purposes. Any and all proceeds from leases, easements, licenses or concessions with respect to the Common Area shall be used to pay the Common Expenses. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit or Vacant Lot, shall be deemed to grant a power coupled with an interest to the Residential Association Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Residential Association and duly Recorded.

4.08 MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON AREAS AND LIMITED COMMON AREAS:

a) Except as expressly provided to the contrary, maintenance, repairs and replacements of the Common Area shall be furnished by the Residential Association, and shall include, without limitation, the following:

- (i) The maintenance, repair and replacement of the private drives and roads, walks, paths, parking areas, access facilities and of all other improvements on and through the Common Area; and
- (ii) Added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Common Areas.

The cost of the maintenance, repairs and replacement of the Common Area shall be Common Expenses. In the event that any of the improvements to the Common Area are damaged and such damage is covered by insurance carried by the Residential Association under Section 7.01(a), then unless a resolution to the contrary is adopted by the affirmative vote of at least 75% of the Voting Members, the damaged improvements shall be repaired, replaced or reconstructed and the insurance proceeds shall be used first to pay the cost thereof, and any excess shall be used to pay the Common Expenses.

(b) Each Owner shall be responsible for keeping the Limited Common Area appurtenant to his Dwelling Unit in a clean and healthful condition (including but not limited to sweeping).

(c) The Residential Association shall be responsible for the repair and replacement of the Limited Common Area.

4.09 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Dwelling Unit or Vacant Lot, damage shall be caused to the Common Area, Dwelling Unit Exterior or Limited Common Area and maintenance, repairs or replacements shall be required thereby then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Residential Association Board, to the extent not covered by insurance carried by the Residential Association.

4.10 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON AREA: The Residential Association may cause alterations, additions or improvements to be made to the Common Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 9.07.

4.11 MAINTENANCE, REPAIR AND REPLACEMENT OF DWELLING UNITS AND DWELLING UNIT EXTERIORS:

(a) Except as otherwise provided in this Section, each Owner shall be responsible for the maintenance, repair and replacement of his Dwelling Unit.

(b) Except as provided in (c) below, the Residential Association shall be responsible for the maintenance, repair and replacement of the Dwelling Unit Exteriors, including, without limitation, the following:

- (i) maintenance, repair and replacement of the roof, outer surface of exterior walls and driveways located in the Dwelling Unit Exteriors; and
- (ii) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping of the Dwelling Unit Exteriors.

The cost of the maintenance and repair of the Dwelling Unit Exteriors shall be Common Expenses.

(c) Each Owner shall be responsible for keeping his Dwelling Unit Exterior in a clean and healthful condition (including but not limited to sweeping).

4.12 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE DWELLING UNIT EXTERIORS AND LIMITED COMMON AREA: No additions, alterations or improvements shall be made to any Common Area, any Dwelling Unit Exterior or to any Limited Common Area appurtenant to a Dwelling Unit by an Owner without the prior written consent of the Board and the Master Association. The Board and the Master Association may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Dwelling Unit Exterior or Limited Common Area by an Owner upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance of the Dwelling Unit Exterior or Limited Common Area as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made to a Dwelling Unit Exterior or Limited Common Area by an Owner without the prior written consent of the Board and the Master Association, then the Board or the Master Association may, in its discretion, take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Dwelling Unit Exterior or Limited Common Area to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(c) Ratify the action taken by the Owner, and the Board or the Master Association may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

4.13 NO DEDICATION TO PUBLIC USE: Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area or Dwelling Unit Exterior to or for any public use or purpose whatsoever.

4.14 PROSCRIBED ACTIVITIES:

(a) No industry, business, solicitation, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Common Area or any Dwelling Unit Exterior, except as permitted by the Board and the Master Association. The activities of the Developer and Successor Developers in connection with the construction and marketing of the Development and the activities of any managing agent performed pursuant to a management contract between such managing agent and the Master Association or the Residential Association shall not be subject to this restriction.

(b) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Dwelling Unit Exterior or the Common Area. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

(c) Except as otherwise permitted hereunder, there shall be no obstruction of the Common Area, and nothing shall be stored in the Common Area without the prior written consent of the Board and the Master Association.

(d) No animal of any kind shall be raised, bred or kept in the Common Area. The Residential Association Board may from time to time adopt rules and regulations governing the use of the Common Area by pets, including, without limitation, rules and regulations which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance on the Common Area shall be permanently removed from the Premises upon three (3) days written notice from the Residential Association Board to the Owner of the Dwelling Unit containing such pet and the decision of the Residential Association Board shall be final. No dog, cat or other pet shall be allowed on any property owned by Turkey Creek Golf and Racquet Club, its successors or assigns, specifically including, but not limited to, the golf course, tennis courts and other recreational facilities. No dog, cat or other pet shall be allowed to be a nuisance by sound or action of any nature whatsoever regardless of the place where said nuisance occurs.

(e) No noxious or offensive activity shall be carried on in the Common Area nor shall anything be done on the premises, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents or to members or guests of the Turkey Creek Golf and Racquet Club.

(f) Nothing shall be done in, on or to the Common Area which would impair the structural integrity of any building or structure located thereon.

ARTICLE FIVE
Special Use Restrictions

In addition to the general use restrictions governing the Dwelling Units and Vacant Lots as stated in the preceding Article, the Special Use Restrictions stated in Exhibit D shall apply to the Lots as therein stated. Developer may amend or supplement Exhibit D to specify Special Use Restrictions on Added Premises which are added pursuant to Article Eleven.

ARTICLE SIX
Architectural Control

6.01 OVERALL CONTROL: It is intended that all buildings and structures in the Development, including their design, location, materials, colors, and other aesthetic factors, blend and be compatible and harmonious with the Development's natural surroundings and environs. Therefore, with respect to the Premises, no building or other improvements of any character (including, without limitation, any landscaping, garden or other shrubbery) shall be erected, installed or placed thereon, nor the erection or placing thereof be commenced, nor changes be made in the design thereof, nor any addition be made thereto, nor exterior alteration be made thereon after original construction, nor any alteration whatsoever of the exterior building appearance be made (including walls, roof, walk, driveway, door, window, glass, patio, patio fence and any other exterior surface or any surface visible to the exterior), unless and until the approval of the construction plans and specifications or other improvements or alterations has been obtained from the Master Association Board and the Residential Association Board, as provided for in any applicable restrictions, By-laws and rules. Approval shall be granted or withheld based on matters of compliance with restrictions, By-laws, rules, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation. In addition, no building or structure shall be erected, placed or altered on any building lot on the Premises until the plot plan showing the location of such building or structure has been approved in writing as to its conformity with the building setback requirements contained herein and as to its conformity, harmony and compatibility with the intent of the Development by the Master Association Board and the Residential Association Board. Each property owner shall apply for approval and shall bear the Residential Association's reasonable fees for reviews and revisions of the plans and specifications as specified in any applicable Residential Association By-Laws or rules. The Residential Association may, in its sole discretion, delegate some or all of its authority with respect to the matters described in Section 6.01 to the Architectural Control Committee of the Master Association.

6.02 REMEDY: If any Person shall change (or permit a change to be made in) the color, material, finish or any other aspect of any such building, or make any installation of whatever character on the Premises without complying with the provisions hereof or the rules and regulations adopted thereunder then, in addition to any remedies which the Residential Association may have hereunder or by law and without waiving any of such remedies, the Residential Association shall have the right to enter upon such structure and to repair, maintain or restore the exterior and any improvements

thereto or do whatever it deems necessary or appropriate to remedy any such failure or to correct and restore any improper condition. The cost (as determined by the Board) of any such corrective work shall be charged to the Person which is responsible for the maintenance of such structure. If the Person fails to pay such cost to the Residential Association within thirty (30) days after demand, then the cost thereof shall be a Charge hereunder payable directly to the Residential Association by such Persons. If the corrective work becomes necessary as a result of the actions of an Owner or Owners, then in lieu of the foregoing collection procedure, the Residential Association may collect the cost thereof from such Owner or Owners as a Charge hereunder in the proportions determined by the Board.

ARTICLE SEVEN
Insurance/Condemnation

7.01 COMMON AREA INSURANCE:

(a) The Residential Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the insurable improvements to the Common Area (based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The Residential Association shall have the authority to and shall obtain comprehensive general liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Residential Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Common Area or in connection with the Residential Association's duties and obligations hereunder. The Residential Association Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 8.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Residential Association, the Residential Association Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Residential Association or of any other person handling funds of the Residential Association shall be obtained by the Residential Association in such amounts as the Residential Association Board shall deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Common Expenses.

(e) Notwithstanding anything herein to the contrary, the Residential Association shall at all times maintain insurance from time to time required by the Federal National Mortgage Association ("FNMA") for PUD projects in such form and with such limits of liability as FNMA shall designate from time to time.

7.02 DWELLING UNIT INSURANCE:

(a) Each Owner of a Dwelling Unit shall be responsible for and shall procure fire and all risk coverage insurance upon

such Owner's Dwelling Unit and Dwelling Unit Exterior for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies, in such form, and for such premiums and periods as the Board may determine to be appropriate from time to time. Each Owner shall also be responsible for his own insurance on the contents of his Dwelling Unit and furnishings and personal property therein, and in no event whatsoever shall the Association be responsible for any losses concerning said furnishings and personal property.

(b) Each Owner shall deliver to the Residential Association Board a certificate of insurance certifying that a policy of insurance covering such Owner's Dwelling Unit, as required under this Section, is in effect, and the Residential Association shall be shown on the policy as an additional insured. Said policy shall not be cancelled or materially changed except upon at least thirty (30) days prior written notice to the Residential Association Board. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section, and provide written proof thereof to the Residential Association Board, then the Residential Association Board may on behalf of and as agent for such Owner procure such insurance on the Owner's Dwelling Unit with a company, in a form, for a premium and period as determined by the Residential Association Board to be appropriate and the cost thereof shall be a Charge hereunder payable by the Owner.

(c) No Owner shall cause or permit anything to be done or kept on the Premises which will result in the cancellation of insurance on such Owner's Dwelling Unit or any other Dwelling Unit.

7.03 REBUILDING OF DAMAGED DWELLING UNIT:

(a) In the event of damage to or destruction of any Dwelling Unit by fire or other casualty for which the Owner is required to carry insurance hereunder, the Owner thereof shall, within a reasonable time after such damage or destruction, repair or rebuild the same to substantially same condition in a workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction and with the requirements of this Declaration and the Master Declaration. The Dwelling Unit Exterior, when rebuilt, shall be substantially similar to, and its architectural design and landscaping shall be in conformity with, the surrounding Dwelling Units which are not so damaged or destroyed. The Owner shall not be relieved of his obligation to repair or rebuild his Dwelling Unit under this Subsection (a) by his failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost thereof.

(b) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in Subsection (a), to perform the necessary repair or rebuilding, then, the Residential Association Board may cause such repairs or rebuilding to be performed in the manner as provided in Subsection (a) and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Dwelling Unit.

7.04 WAIVER OF SUBROGATION: The Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents, for damage

to the Dwelling Units, the Common Area, or to any personal property located in the Dwelling Units or the Common Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Residential Association Board under Sections 7.01(a) and (b) shall contain waivers of the insurer's rights to subrogation against any Owner or Resident, relatives or invitees of an Owner, the Residential Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents.

7.05 CONDEMNATION: In the case of a taking or condemnation by competent authority of a portion or all of the Common Area, the proceeds awarded in such condemnation shall be paid to the Residential Association and such proceeds, together with any Common Area Capital Reserve being held for such part of the Common Area, shall, in the discretion of the Residential Association Board, either (i) be applied to pay the Common Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, based on their respective appraised values, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Common Area under this Declaration. Any acquisition by the Residential Association pursuant to this Section of real estate which shall become Common Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Residential Association and Recorded.

7.06 INSURANCE TRUSTEE: The Residential Association Board may but shall not be required to engage the services of any bank or trust company authorized to do trust business in Florida to act as trustee, agent or depository on behalf of the Residential Association Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss affecting the Common Area, upon such terms as the Residential Association Board shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Residential Association Board shall engage a corporate trustee as aforesaid. The rights of Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Common Area. Payment by an insurance company to the Residential Association Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Residential Association Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Residential Association Board or the corporate trustee.

ARTICLE EIGHT
The Residential Association

8.01 IN GENERAL: Developer has caused the Residential Association to be incorporated as a not-for-profit corporation under Florida law.

The Residential Association shall be the governing body for all of the Owners for the administration and operation of the Common Area.

8.02 MEMBERSHIP: Each Owner shall be a member of the Residential Association. There shall be one membership per Dwelling Unit or Vacant Lot. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit or Vacant Lot. Ownership of a Dwelling Unit or Vacant Lot shall be the sole qualification for membership unless otherwise provided herein. In the event of a dispute between the Owners of any Dwelling Unit or Vacant Lot as to which one holds what membership or voting rights, the Residential Association Board shall make the final decision. The Residential Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change, and the purchaser shall pay the Residential Association's fee for changing its records.

8.03 VOTING MEMBERS: Subject to the rights retained by the Developer under the provisions of Section 12.05, after the Turnover Date voting rights of the members of the Residential Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit or Vacant Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit or Vacant Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit or Vacant Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individuals Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit or Vacant Lot as the Voting Member for such Dwelling Unit or Vacant Lot.

8.04 BOARD: Subject to the rights retained by the Developer under Section 12.05, after the Turnover Date the Board shall consist of seven (7) members, each of whom shall be an Owner or a Voting Member, and each of whom shall be elected by the Voting Members as provided in the By-Laws.

8.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Residential Association shall be vested exclusively in the Developer and the Owners shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members. Each Voting Member shall have one vote per \$10,000 or major fraction thereof of Appraised Value of his Dwelling Unit or Vacant Lot as determined by the Master Association Board in accordance with Article Nine of the Master Declaration. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority by the Voting Members present (either in person or by proxy) at such meeting, except as otherwise provided herein or in the By-Laws.

8.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Residential Association whether elected or designated by the Developer shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Residential Association shall indemnify and hold harmless each of the directors and officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other

acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

8.07 CONTRACTS WITH DEVELOPER: The Developer (or an entity controlled by the Developer) may be engaged by the Residential Association to act as the managing agent for the Residential Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Residential Association and the Developer (or an entity controlled by the Developer). Any management agreement entered into by the Residential Association shall have a term of not more than one year and shall be terminable by either party, with or without cause and without payment of a termination fee on thirty (30) days written notice. Developer (or an entity controlled by the Developer) may also enter into contracts with the Residential Association to perform or furnish any lawful service or materials if the contract is in writing and is terminable at the will of either party and if the price being charged for such service or materials is no more than that charged for similar services and materials in the local community.

8.08 REPRESENTATION: The Residential Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Common Area. Without limiting the foregoing, the Residential Association shall have the power to settle warranty disputes or other disputes between the Residential Association, the Owners and the Developer affecting the construction, use or enjoyment of the Common Area and any such settlement shall be final and shall bind all of the Owners.

ARTICLE NINE Assessments

9.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Residential Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Residential Association, to administer the affairs of the Residential Association, to pay the Common Expenses, and to accumulate reserves for any such expenses.

9.02 ESTABLISHING ASSESSMENTS: Common Assessments payable to the Residential Association by the Owner of each Dwelling Unit subject to assessment shall be established by the Residential Association Board on December 15th of each year for the subsequent year, based upon the Appraised Value determined by the Master Association Board.

With respect to a Vacant Lot, no Common Assessments shall commence until the substantial completion of construction of a Dwelling Unit thereon. The term "substantial completion" shall have the meaning attributed to it by the Alachua County Property Appraiser, except that the actual "substantial completion" date shall be used for Association purposes instead of the "substantial completion" status as of January 1 as used by said Property Appraiser.

9.03 METHOD OF PAYMENT: The annual Common Assessment shall be the personal obligation of each Owner and a lien on each Dwelling Unit subject to assessment as of January 1 of that assessment year until the assessments are paid in full, as more fully set out in Section 10.01. Any other Charge shall become a lien on the Dwelling Unit as of its due date. Annual Common Assessments shall be paid in advance in four (4) equal installments, the first payable no later than January 15th of the current assessment year, the second April 15th, the third July 15th and the last, October 15th of the current year. These payments shall constitute payments in advance for the current assessment year.

9.04 COMMON ASSESSMENTS PRIOR TO TURNOVER DATE: Anything herein to the contrary notwithstanding, until the Turnover Date the procedure set forth in this Section shall apply to Common Assessments:

(a) The Basic Assessment. The Residential Association's basic assessment ("Basic Assessment") shall initially be 9 mills per annum on Appraised Value of each Dwelling Unit as set by the Master Association Board in accordance with the provisions of the Master Declaration. The Basic Assessment shall only be increased prior to the Turnover Date as provided below. The Basic Assessment shall be in addition to any assessments levied by the Master Association pursuant to the Master Declaration.

(b) Permitted Adjustments to Basic Assessment. Prior to the Turnover Date and subsequent to December 14, 1982, the Board may (but shall not be obligated) from time to time adjust the Basic Assessment upward; provided, that, in no year may the Basic Assessment be increased more than an amount equal to (i) five percent, plus (ii) the percentage amount by which the CPI increase for the preceding 12 month period exceeded 12%. The Board shall also have the right and power (but not the obligation) to reduce the Basic Assessment if the amounts collected are more than what is reasonably necessary to pay the Common Expenses and build up appropriate reserves. For purposes hereof, the "CPI" shall be the Consumer Price Index published by the U.S. Department of Labor and known as "Consumer Price Index, U.S. City Average, All Items, Urban Wage Earners and Clerical Workers, (CPI-W) (1967 = 100)", or any successor thereto or, if the CPI is discontinued, such other comparable standard or index as the Board may select.

(c) Application of Assessments. Each Owner (including the Developer with respect to all Dwelling Units subject to assessment owned by the Developer) shall pay as the Common Assessment for each Dwelling Unit owned by the Owner the amount determined under (a) and (b) above. Out of each such payment, the Board shall deposit in the Capital Reserve that portion of the payment which is designated in the budget as a capital contribution under Section 9.08 to the Capital Reserve. The balance of each such payment shall be used by the Residential Association to pay the Common Expenses.

(d) Developer's Obligation. Prior to the Turnover Date, in addition to the payments payable under (c) above with respect to Dwelling Units owned by the Developer, the Developer shall pay to the Residential Association the aggregate excess, if any, of the Common Expenses incurred and paid during each annual period

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over the aggregate amounts assessed to the Owners (including the Developer) for use by the Residential Association for the payment of Common Expenses under Subsection (c) with respect to such period. The Developer shall make such payments to the Residential Association as needed during such period to ensure that no deficits will be incurred as of the end of the annual period and a final accounting shall be made between Developer and the Residential Association within 120 days after the Turnover Date.

(e) The provisions of this Section do not supersede the obligation of the Residential Association to prepare and distribute a budget as required under Section 9.05.

9.05 COMMON ASSESSMENT: Each year on or before December 15, the Board shall adopt and furnish each Owner with a budget for the ensuing fiscal year commencing January 1, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Common Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Common Expenses including, without limitation, amounts to maintain the Capital Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Common Area, plus estimated excess funds, if any, from the current year's assessments;
- (d) The amount of the total "Common Assessment" payable during such year by the Owners, which prior to the Turnover Date shall be as set forth in Section 9.04, and which after the Turnover Date is the sum of the amounts determined in (a) and (b) above, minus the amount determined in (c) above;
- (e) After the Turnover Date, the ratio by which each Dwelling Unit's Appraised Value must be multiplied in order to determine the Common Assessment payable with respect to the Dwelling Unit for such year. The ratio shall be determined by dividing the total Common Assessment by the aggregate Appraised Value of all Dwelling Units subject to assessment hereunder.

Anything in this Section to the contrary notwithstanding, prior to the Turnover Date the assessment procedure set forth in Section 9.04 shall apply.

9.06 REVISED ASSESSMENT: After the Turnover Date, if the Common Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 9.05, as the case may be, by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

9.07 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Common Expenses incurred (or to be incurred) by the Residential Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Area or Dwelling Unit Exterior, or any other property owned or maintained by the Residential Association; (ii) to repair damage caused by extraordinary causes other than normal wear and tear to the Dwelling Unit Exterior or Common Area which are not covered by insurance, including, without limitation,

such causes as sink holes, tornadoes, hurricanes or strong winds ("Extraordinary Damage"). Any special assessment shall be levied against all of the Owners, based on relative Appraised Value of the Dwelling Units; except that in the case of Extraordinary Damage to Dwelling Unit Exteriors, any special assessment shall be levied against only those Owners who are affected thereby, based on relative Appraised Value of the Dwelling Units so affected. Prior to the Turnover Date, any special assessment other than a special assessment to repair Extraordinary Damage must be approved in advance by at least two-thirds (2/3) of the Dwelling Unit Owners. After the Turnover Date, no special assessment shall be adopted without the affirmative vote of at least two-thirds (2/3) of the Voting Members who cast their votes on the question. The Board shall serve notice of a special assessment on all Owners who shall be subject to payment thereof by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

9.08 CAPITAL RESERVE: The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Area and Dwelling Unit Exteriors (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area, the Dwelling Unit Exteriors and other property owned by the Residential Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area, the Dwelling Unit Exteriors and the purchase of other property to be used by the Residential Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Common Assessment which shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Residential Association equal to such percentages multiplied by each installment of the Common Assessment paid by such Owner.

9.09 INITIAL WORKING CAPITAL CONTRIBUTION: After the Recording hereof, upon the issuance of a building permit for the construction of a Dwelling Unit on a Vacant Lot or upon the annexation of Added Property under Article Eleven hereof with respect to which a building permit has already been issued, the Owner of the Dwelling Unit shall make a capital contribution of \$50 per Dwelling Unit to the Residential Association. Said amount shall be placed in a separate account and shall be used by the Residential Association as a working capital reserve.

9.10 ALLOCATION OF COMMON EXPENSES: After the Turnover Date, upon the affirmative vote of three-quarters (3/4) of the members of the Residential Association Board, the Residential Association Board may divide the Dwelling Units into groups based on similarity of maintenance requirements of the Dwelling Unit Exteriors and related Limited Common Areas and allocate the Common Expenses to categories as follows: General Expenses and Building Expenses for each group of Dwelling Units. "Building Expenses for each group of Dwelling Units" shall mean those portions of the Common Expenses relating to the maintenance, repair and replacement of, and the build up of Capital Reserves for, Dwelling Unit Exteriors for each group of Dwelling Units as designated by the Board and the Limited Common Areas related thereto. "General Expenses" shall mean all Common Expenses and contributions to the Capital Reserve other than Building Expenses. General Expenses shall be payable by all Owners in accordance with the provisions set forth in Section 9.05 with respect to Common Assessment. Building Expenses for each group of Dwelling Units shall be paid only by each Owner of a Dwelling Unit in the

group based on the ratio of the Appraised Value of his Dwelling Unit to the aggregate Appraised Value of all Dwelling Units in the group.

9.11 TURKEY CREEK GOLF AND RACQUET CLUB: Anything herein to the contrary notwithstanding, the Record owner of the Turkey Creek Golf and Racquet Club shall not be obligated to pay any amounts whatsoever to the Residential Association for Turkey Creek Golf and Racquet Club's rights under this Declaration.

9.12 OPT OUT PROVISION:

(a) In the event that the owners of one or more club villa lots or a block of townhouse lots as designated on a recorded plat, now or hereafter made part of the Premises (the "Block"), desire to furnish themselves maintenance to the Dwelling Unit Exteriors and facilities located within the Block rather than the Residential Association furnishing such services, upon the unanimous request of the owners of the Block, the Residential Association Board may permit such owners to opt out of the Common Assessment provisions of Sections 9.04, 9.05 and 9.06, and the Capital Reserve contributions described in Section 9.08. Additionally, the Residential Association Board may require opting out as a condition precedent of approval of any plans pursuant to Article Six. No portion of a Block shall constitute part of the Common Areas and the Residential Association shall have no responsibilities for maintenance with respect to the Block.

(b) The owners of a Block desiring to opt out should submit their request in writing to the Residential Association. The request should detail how the Dwelling Unit Exteriors and facilities located in the Block shall be maintained repaired and replaced. The Residential Association Board shall meet within a thirty (30) days of receipt of such a request and shall render a decision within thirty (30) days of its meeting. The owners of the Block shall submit such additional information, plans and specifications, engineering or architectural reports as the Residential Association Board may require, and the owners of the Block shall bear all the costs and expenses of the Residential Association Board in reviewing such materials. The Residential Association Board, upon the vote of three-quarters (3/4) of the members thereof, may grant or deny such request, in its sole discretion, and such decision shall be final. The approval of the Residential Association Board may be conditioned on the following:

(1) The creation of a legal entity (e.g., owners association) to be responsible for repairs, maintenance and operation of the Dwelling Unit Exteriors and facilities located in the Block. Documents establishing such entity must be filed with the Residential Association Board prior to its approval being effective.

(2) Such other reasonable requirements in keeping with the intent and purposes of this Section.

(c) If the owners of a Block or the legal entity referred to above does not carry out its responsibilities of upkeep and maintenance so that the Dwelling Unit Exteriors and facilities located within the Block are maintained to the same standards as that furnished by the Residential Association, the Residential Association Board may, after written notice and failure of such owners to correct any deficiency described in such notice, rescind its approval. Thereafter the Block shall be subject to the assessment provisions of this Article, and the Residential Association

shall furnish maintenance and other services to the Dwelling Unit Exteriors.

(d) The Block shall still be subject to all the restrictions, covenants and conditions contained in this Declaration except those Sections enumerated above. In addition, the Block shall continue to be subject to all the restrictions, covenants and conditions of the Master Declaration, including the obligation to pay assessments levied by the Master Association pursuant thereto.

(e) The owners of any Block who have opted out under this Section shall continue to have voting rights in the Residential Association pursuant to Article Eight, but the number of votes allocated to each such owner shall be the Appraised Value of the land only without taking into consideration the value of any Dwelling Units constructed thereon.

ARTICLE TEN
Collection of Charges and
Remedies for Breach or Violation

10.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Owner of each Dwelling Unit and Vacant Lot shall be and is deemed to covenant and hereby agrees to pay to the Residential Association all Charges made with respect to the Owner or the Owner's Dwelling Unit. Each Charge, together with interest and late fees thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit or Vacant Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit or Vacant Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Residential Association.

10.02 COLLECTION OF CHARGES: The Residential Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

10.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Residential Association when due shall be deemed delinquent. Any Charge which is delinquent for fifteen (15) days or more shall bear interest at the highest legal contract rate of interest then permitted in Florida but not to exceed eighteen percent (18%) per annum from the due date to the date when paid. The Residential Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), (ii) enforce and foreclose any lien which it has or which may exist for its benefit and (iii) impose late fees in amounts determined from time to time by the Board. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Common Area, by abandonment or transfer of his Dwelling Unit or Vacant Lot.

10.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 10.01, shall be subordinate to the Mortgagee's mortgage on the Dwelling Unit or Vacant Lot which was Recorded prior to the date that any such Charge became due and shall be on a parity with any lien for assessments levied by the Master Association on any Dwelling Unit or Vacant Lot. Except as herein-after provided, the lien for Charges, provided for in Section 10.01, shall not be affected by any sale or transfer of a Dwelling Unit or Vacant Lot. Where title to a Dwelling Unit or Vacant Lot is

transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit or Vacant Lot shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit or Vacant Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Common Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit or Vacant Lot, as provided in this Article.

10.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach.

10.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder may be by proceeding at law or in equity by the Residential Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages, and against the land to enforce any lien created hereunder; and failure by the Residential Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

10.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal contract rate of interest then permitted in Florida until paid, shall be charged to and assessed against the defaulting Owner, and the Residential Association shall have a lien for all the same, upon his Dwelling Unit or Vacant Lot as provided in Section 10.01.

10.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit or Vacant Lot to enforce any lien created hereunder.

ARTICLE ELEVEN Annexing Additional Property

11.01 IN GENERAL: Developer reserves the right at any time and from time to time prior to the Turnover Date to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to

as "Added Premises"; any portion of any Added Premises which is made part of the Common Area shall be referred to as "Added Common Area"; and any lots contained in the Added Premises shall be referred to as "Added Lots." After the expiration of the period described above, Developer may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent of two-thirds (2/3) (by number) of the Owners of all Dwelling Units and Vacant Lots then subject to this Declaration is first obtained.

11.02 POWER TO AMEND: Developer, within its sole discretion, hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 11.01, which amends or supplements Exhibits B and D. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. Pursuant to Article Five, Exhibit D may be amended to specify Special Use Restrictions for Added Premises. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Developer deems necessary or appropriate; provided, that, in the event of conflict between any such additional provisions and the provisions in this Declaration as originally Recorded then the provisions of this Declaration as originally Recorded shall govern.

11.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Developer which annexes and subjects Added Premises, Added Common Area, and/or Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of a Dwelling Unit or Vacant Lot located on an Added Lot shall be a member of the Residential Association on the same terms and subject to the same qualifications and limitations as those members who are Owners immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Common Area and Added Lots) made subject to this Declaration by any such Supplemental Declaration and the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;

(e) The Developer shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Developer in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration;

(f) Each Owner of a Dwelling Unit located on an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Common Assessment pursuant to Section 9.04 or Section 9.05, as the case may be, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to this Declaration; and

(g) Each Added Lot also shall be subject to any applicable Special Use Restrictions specified in the amended or supplemented Exhibit D.

ARTICLE TWELVE
Developer's Reserved Rights and
Special Provisions Covering Development Period

12.01 IN GENERAL: In addition to any rights or powers reserved to the Developer under the provisions of this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Developer is no longer vested with or controls title to any part of the Development Area.

12.02 PROMOTION OF PROJECT: In connection with or incidental to the construction, promotion, sale or rental of any portion of the Development Area or any improvements thereon: (i) the Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Common Area or portions of the Premises owned by Developer as the Developer may, from time to time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain model Dwelling Units, sales offices, business offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Developer may deem advisable and to store material and equipment used in connection with the foregoing on the Common Area or portions of the Premises owned by Developer without the payment of any fee or charge whatsoever; and (ii) Developer, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Common Area, at any and all reasonable times without fee or charge.

12.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Development Area, the Developer, its agents and contractors, shall have the right, at its own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units or the Common Area which the Developer deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Developer, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

12.04 GRANT OF EASEMENTS: Developer shall have the right to reserve or grant easements over the Common Area to any governmental

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authority, public utility, private utility or Turkey Creek Golf and Racquet Club for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, irrigation or drainage facilities, or any other utility services serving any Dwelling Unit, or any other real estate (whether or not a part of the Development Area).

12.05 DEVELOPER CONTROL OF ASSOCIATION: The first and all subsequent Boards shall consist solely of three (3) persons from time to time designated by the Developer, which persons may, but need not, be members under Section 8.02. Developer's rights under this Section to designate the members of the Board shall terminate upon the Turnover Date. From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Developer and the Voting Members shall have no voting rights. Prior to the Turnover Date, the Developer may (but need not) appoint a board of advisors from among the Owners who shall meet with and advise the Board on matters with respect to which the Board seeks their advice. The members of such board of advisors may be removed at will by the Developer.

12.06 OTHER RIGHTS: The Developer shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Developer's opinion, are necessary or desirable in connection with the rights of Developer under this Declaration.

12.07 ASSIGNMENT BY DEVELOPER: All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No such successor assignee of the rights of Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights. The Developer may from time to time convey a portion of the Premises to a Person who intends to develop and sell or resell or rent Dwelling Units or Vacant Lots ("Successor Developer"). The Developer may specifically grant to a Successor Developer some or all of the rights and powers reserved to the Developer in this Declaration with respect to the portion of the Premises conveyed to the Successor Developer by so providing in the deed of conveyance, and such rights and powers shall terminate as provided in the deed, but no later than such time as the Successor Developer is no longer vested with or controls title to any part of such portion of the Premises.

ARTICLE THIRTEEN Easement for Encroachment

13.01 EASEMENT FOR ENCROACHMENT: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of a Dwelling Unit, any facilities servicing any such Dwelling Unit, or any improvements to the Common Area, shall encroach upon any part of any Dwelling Unit, Vacant Lot or the Common Area, then, in any case, there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit shall have an easement

appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto the Common Area or Vacant Lot:

- (a) the eaves, gutters, downspouts and like appendages which serve the Dwelling Unit;
- (b) the chimney which serves the Dwelling Unit; and
- (c) balconies, steps, porches, door entries and patios which serve the Dwelling Unit.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

ARTICLE FOURTEEN Amendment

14.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Developer reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units or Vacant Lots, (iii) to correct clerical or typographical errors in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, or (v) to restate or compile all previous amendments into a single document. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the Turnover Date.

14.02 AMENDMENT: Subject to Section 14.01 and Articles Eleven and Fifteen, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of at least Seventy-Five Percent (75%) of the Voting Members or by an instrument executed by Owners of at least Seventy-Five Percent (75%) of the Dwelling Units and Vacant Lots; except, that (i) the provision of this Section 14.02 may be amended only by an instrument executed by all of the Owners and all Mortgagees, (ii) Articles Eleven, Twelve and Fourteen or any other provisions relating to the rights or powers of Developer may be amended only upon the written consent of the Developer, (iii) Section 10.04 or other provisions creating express rights in Mortgagees

may be amended only by an instrument executed by all the Mortgagees, and (iv) any of the provisions hereof relating to the rights and obligations of the Turkey Creek Golf and Racquet Club may only be amended with the written consent of the then Record owner thereof. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to and from his Dwelling Unit. No amendment shall become effective until properly Recorded.

ARTICLE FIFTEEN
Mortgagees' Rights

15.01 ALIENATION OF COMMON AREA: Except as permitted under Section 4.07, after Common Area has been made subject to this Declaration, no part thereof may thereafter be abandoned, partitioned, subdivided, sold, alienated, mortgaged, released, transferred, hypothecated or otherwise encumbered without the approval of the Owners of 75% of the Dwelling Units and Vacant Lots and such Owners' respective Mortgagees, if any. This provision shall not apply to any facilities located within a Block with respect to which the owners of the Block have opted out as set forth in Section 9.11.

15.02 NOTICE TO MORTGAGEES: Upon the specific, written request of a Mortgagee to the Residential Association Board, a Mortgagee shall receive some or all of the following:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Residential Association to the Owner of the Dwelling Unit or Vacant Lot covered by the Mortgagee's mortgage;
- (b) Any audited or unaudited financial statements of the Residential Association which are prepared for the Residential Association and distributed to the Owners;
- (c) Copies of notices of meetings of the Owners;
- (d) Notice of the decision of the Owners to release any part or all of the Premises from the provisions of this Declaration;
- (e) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Residential Association;
- (f) Notice of the decision of the Residential Association to terminate professional management and assume self-management of the Common Area;
- (g) Notice of any substantial damage to any part of the Common Area;
- (h) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area;
- (i) Notice of any default by the Owner of the Dwelling Unit or Vacant Lot which is subject to the Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Residential Association which is not cured within 30 days of the date of the default;
- (j) The right to examine the books and records of the Residential Association at any reasonable times;

(k) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(l) Notice of any proposed action which would require the consent of a specified percentage of the Mortgagees.

The request of a Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Residential Association. Failure of the Residential Association to provide any of the foregoing to a Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Residential Association may require a reasonable fee be paid by any Mortgagee for the information or actions requested hereunder.

15.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Common Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Common Area, any such distribution shall be made to the Owners and their respective Mortgagees, as their interests may appear, based on the appraised value of the Dwelling Unit or Vacant Lot, and no Owner or other party shall be entitled to priority over the Mortgagee of a Dwelling Unit or Vacant Lot with respect to any such distribution to or with respect to such Dwelling Unit or Vacant Lot; provided, that, nothing in this Section shall be construed to deny to the Residential Association the right (i) to apply insurance proceeds to repair or replace damaged Common Area as provided in Section 4.08 or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Section 7.05.

ARTICLE SIXTEEN **Party Walls**

16.01 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Dwelling Units shall constitute and be a "Party Wall", and the Owner of a Dwelling Unit immediately adjacent to a Party Wall shall have the obligations and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

16.02 RIGHTS IN PARTY WALL: Each Owner of a Dwelling Unit, which is adjacent to a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

16.03 DAMAGE TO PARTY WALL:

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Dwelling Unit which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Dwelling Unit.

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(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Dwelling Unit which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of both Dwelling Units adjacent to such Party Wall to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Dwelling Unit.

16.04 CHANGE IN PARTY WALL: Any Owner of a Dwelling Unit who proposes to modify, rebuild, repair or make additions to any structure upon his Dwelling Unit in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Dwelling Unit, the Board and, if necessary, the Master Association, in addition to meeting any other requirements which may apply. If any such changes be made without these required consents, the Residential Association may exercise the remedies specified in Section 6.02 in addition to any other remedy available at law or in equity.

16.05 ARBITRATION: In the event of a disagreement between Owners of Dwelling Units adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Board and the decision of the Board shall be final and binding.

ARTICLE SEVENTEEN Miscellaneous

17.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Residential Association at the time of such mailing or (ii) when delivered personally to his Dwelling Unit.

17.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

17.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

17.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or

common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

17.05 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit or Vacant Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit or Vacant Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit or Vacant Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit or Vacant Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit or Vacant Lot.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on the date first above written.

TURKEY CREEK, INC.

Witnesses:

Norwood W. Hope
Norwood W. Hope, President

Attest: A. Bice Hope (SEAL)
A. Bice Hope, Secretary

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 14th day of December, 1982, by Norwood W. Hope and A. Bice Hope, President and Secretary, respectively, of Turkey Creek, Inc., a Florida corporation, on behalf of the corporation.

William H. DeCarla
Notary Public

My commission expires: 4-21-83

This instrument was prepared by:

David L. Reiman, Esquire
Reiman and Jones
Suite 30
35 North Main Street
Gainesville, Florida 32601

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EXHIBIT A TO
DECLARATION FOR
TURKEY CREEK CLUB VILLAS AND TOWNHOUSES

THE DEVELOPMENT AREA

I. ORIGINAL MASTER PLAN TURKEY CREEK

A tract of land situated in Fernandez Grant and in Sections 28 and 33, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows: Commence at the Northwest corner of said Section 28, thence South 0 degrees 42 minutes 41 seconds East, 1315.55 feet along the West line of said Section 28 to the Point of Beginning; thence continue South 0 degrees 42 minutes 41 seconds East, 2641.63 feet; thence North 67 degrees 40 minutes 13 seconds West, 1592.95 feet; thence South 23 degrees 27 minutes 51 seconds West, 344.99 feet; thence South 62 degrees 33 minutes 35 seconds East, 2179.30 feet; thence North 29 degrees 51 minutes 51 seconds East, 834.23 feet; thence North 89 degrees 12 minutes 04 seconds East, 594.00 feet; thence South 29 degrees 14 minutes 16 seconds West, 1718.81 feet; thence South 73 degrees 34 minutes 38 seconds East, 1283.55 feet; thence South 02 degrees 51 minutes 21 seconds East, 1560.00 feet; thence North 76 degrees 38 minutes 33 seconds East, 726.26 feet; thence South 85 degrees 00 minutes 00 seconds East, 2590.00 feet; thence South 68 degrees 20 minutes 00 seconds East, 230.00 feet; thence Northerly along a curve concave Westerly having a central angle of 39 degrees 40 minutes 00 seconds, a radius of 900.00 feet; an arc length of 623.08 and a chord bearing and distance of North 1 degree 50 minutes 00 seconds East, 610.71 feet; thence Northwesterly along a curve concave Southwesterly having a central angle of 14 degrees 20 minutes 00 seconds, a radius of 2700.00 feet; an arc length of 675.44 feet, and a chord bearing and distance of North 25 degrees 10 minutes 00 seconds West, 673.68 feet; thence North 32 degrees 20 minutes 00 seconds West, 606.00 feet; thence Northerly along a curve concave Easterly having a central angle of 35 degrees 55 minutes 00 seconds, a radius of 2000.00 feet, an arc length of 1253.73 feet, and a chord bearing and distance of North 14 degrees 22 minutes 30 seconds West, 1233.30 feet; thence North 3 degrees 35 minutes 00 seconds East, 387.00 feet; thence Northerly along a curve concave Westerly having a central angle of 5 degrees 50 minutes 00 seconds, a radius of 4000.00 feet; an arc length of 407.24 feet and a chord bearing and distance of North 0 degrees 40 minutes 00 seconds East, 407.07 feet; thence North 2 degrees 15 minutes 00 seconds West 358.00 feet; thence Northerly along a curve concave Easterly having a central angle of 18 degrees 10 minutes 00 seconds, a radius of 2400.00 feet, an arc length of 760.96 feet; and a chord bearing and distance of North 6 degrees 50 minutes 00 seconds East, 757.78 feet; thence North 15 degrees 55 minutes 00 seconds East, 275.00 feet; thence Northerly along a curve concave Westerly having a central angle of 9 degrees 55 minutes 00 seconds, a radius of 1500.00 feet, an arc length of 259.62 feet, and a chord bearing and distance of North 10 degrees 57 minutes 30 seconds East 259.29 feet; thence North 6 degrees 00 minutes 00 seconds East, 182.00 feet; thence Northerly along a curve concave Easterly having a radius of 750.00 feet to its intersection with the South right-of-way line of U. S. Highway 441; thence Westerly along a curve concave Southerly having a radius of 5579.58 feet; to a concrete monument marking the P. C. of said right-of-way curve; thence North 73 degrees 22 minutes 40 seconds West, 282.95 feet; along the South right-of-way line of said U. S. Highway 441; thence South 1 degree 55 minutes 3 seconds East, 984.66 feet; thence South 88 degrees 29 minutes 14 seconds West, 1387.16 feet;

thence South 88 degrees 30 minutes 16 seconds West, 516.44 feet;
thence North 17 degrees 14 minutes 50 seconds West, 26.89 feet;
thence North 17 degrees 07 minutes 53 seconds West, 20.30 feet;
thence North 8 degrees 32 minutes 03 seconds West, 70.83 feet;
thence North 11 degrees 49 minutes 06 seconds West, 415.26 feet;
thence North 29 degrees 43 minutes 19 seconds East, 141.58 feet;
thence North 04 degrees 32 minutes 21 seconds East, 137.09 feet;
thence North 04 degrees 23 minutes 10 seconds East, 252.70 feet;
thence North 87 degrees 42 minutes 54 seconds West, 593.50 feet;
thence South 87 degrees 08 minutes 10 seconds West, 50 feet; thence
South 89 degrees 01 minutes 44 seconds West, 867.30 feet; thence
North 0 degrees 58 minutes 16 seconds West, 275.49 feet; thence North
89 degrees 21 minutes 23 seconds West 674.84 feet, to the Point of
Beginning. Containing 494.8 acres, more or less.

II. PARCEL ALSO KNOWN AS SANCHEZ HILLS

That part of Fernandez Grant, and Section 33, Township 8 South,
Range 19 East and Section 4, Township 9 South, Range 19 East, Alachua
County, Florida, described as follows:

Commencing at the Northwest corner of Section 28, Township 8
South, Range 19 East, thence S 0°42'41" E 3957.18 feet along the West
line of said Section 28 and said line extended; thence N 67°40'13" W,
1592.95 feet; thence S 23°27'51" W, 344.99 feet; thence S 62°33'35" E,
2179.30 feet; thence N 29°51'51" E, 834.23 feet; thence N 89°12'04" E,
594.00 feet; thence S 29°14'16" W, 1718.81 feet; thence S 73°34'38" E,
1283.55 feet; thence S 02°51'21" E, 1560.00 feet to the Point of Begin-
ning; thence N 76°38'33" E, 726.26 feet; thence S 85°00'00" E, 2590.00
feet; thence S 68°20'00" E, 230.00 feet; thence Southwesterly along a
curve, concave Northwesterly, having a central angle of 50°14'00", a
radius of 900.00 feet, an arc of 789.06 feet, and a chord and bearing
of 764.03 feet S 46°47'00" W; thence S 71°54'00" W, 698.00 feet;
thence Southwesterly along a curve, concave Southeasterly, having a
central angle of 87°45'00", a radius of 700.00 feet, an arc of 1072.07
feet, and a chord and bearing of 970.32 feet S 28°01'30" W; thence
S 15°51'00" E, 675.00 feet; thence Southerly along a curve, concave
Westerly, having a central angle of 56°30'00", a radius of 675.00
feet, an arc of 665.62 feet, and a chord and bearing of 638.98 feet
S 12°24'00" W; thence S 40°39'00" W, 375.00 feet; thence Southerly
along a curve, concave Easterly, having a central angle of 41°10'17",
a radius of 750.00 feet, an arc of 538.93 feet, and a chord and
bearing of 527.41 feet S 20°03'52" W; thence S 0°31'17" E, 159.12
feet, to a point on the North line of the Arredondo Grant; thence
S 89°28'43" W, 1924.89 feet; thence N 0°28'35" W, 270.34 feet; thence
Northerly along a curve, concave Easterly; having a central angle of
15°00'00", a radius of 5729.58 feet, an arc of 1500.00 feet, and a
chord and bearing of 1495.72 feet N 7°01'29" E; thence N 14°31'27" E,
657.86 feet; thence Northerly along a curve, concave Westerly, having
a central angle of 17°22'48", a radius of 4583.66 feet, an arc of
1390.40 feet, and a chord and bearing of 1385.07 feet N 5°50'03" E;
thence N 2°51'21" W, 199.11 feet to the Point of Beginning. Containing
216.1 acres more or less.

III. PARCEL ALSO KNOWN AS FERNANDEZ FOREST

That part of Sections 33 and 34, Township 8 South, Range 19
East, and Section 4, Township 9 South, Range 19 East, Alachua County,
Florida, described as follows:

Commencing at the Northwest corner of Section 28, Township 8
South, Range 19 East, thence S 0°42'41" E, 3957.18 feet along the West
line of said Section 28 and said line extended; thence North 67°40'13"
West, 1592.95 feet; thence South 23°27'51" West, 344.99 feet; thence
South 62°33'35" East, 2179.30 feet; thence North 29°51'51" East,

834.23 feet; thence North 89°12'04" East, 594.00 feet; thence South 29°14'16" West, 1718.81 feet; thence South 73°34'38" East, 1283.55 feet; thence South 02°51'21" East, 1560.00 feet; thence North 76°38'33" East, 726.26 feet; thence South 85°00'00" East, 2590.00 feet; thence South 68°20'00" East, 230.00 feet to the Point of Beginning; thence Northerly along a curve, concave Westerly, having a central angle of 7°19'25", a radius of 900.00 feet, an arc of 115.04 feet, and a chord and bearing of 114.96 feet N 18°00'18" E; thence South 78°50'30" E, 51.39 feet; thence Easterly along a curve, concave Northerly, having a central angle of 51°49'34", a radius of 350.00 feet, an arc of 316.54 feet, and a chord and bearing of 305.90 feet N 75°14'43" E; thence N 49°19'56" E, 109.66 feet; thence Northeasterly along a curve, concave Southeasterly, having a central angle of 27°34'32", a radius of 300.00 feet, an arc of 144.39 feet, and a chord and bearing of 143.00 feet N 63°07'12" E; thence N 76°54'23" E, 50.00 feet; thence S 13°05'32" E, 728.54 feet; thence S 0°04'15" E; 102.01 feet; thence S 88°19'11" W; 287.34 feet to the East Quarter corner of said Section 33; thence S 7°42'22" E, 1225.60 feet along the East line of said Section 33; thence S 89°10'09" W, 600.60 feet; thence S 7°48'50" E, 1321.55 feet to the South line of said Section 33; thence N 89°10'09" E, 27.00 feet along the said South line; thence S 0°56'03" E, 809.75 feet to the North line of Arredondo Grant; thence S 89°28'43" W, 2344.27 feet along said Grant line; thence N 0°31'17" W; 159.12 feet; thence Northerly along a curve, concave Easterly, having a central angle of 41°10'17", a radius of 750.00 feet, an arc of 538.93 feet, and a chord and bearing of 527.41 feet, N 20°03'52" E; thence N 40°39'00" E, 375.00 feet; thence Northerly along a curve, concave Westerly, having a central angle of 56°30'00", a radius of 675.00 feet, an arc of 665.62 feet, and a chord and bearing of 638.98 feet N 12°24'00" E; thence N 15°51'00" W, 675.00 feet; thence Northeasterly along a curve, concave Southeasterly, having a central angle of 87°45'00", a radius of 700.00 feet, an arc of 1072.07 feet, and a chord and bearing of 970.32 feet N 28°01'30" E, thence N 71°54'00" E, 698.00 feet; thence Northeasterly along a curve, concave Northwesterly having a central angle of 50°14'00", a radius of 900.00 feet, an arc of 789.06 feet, and a chord and bearing of 764.03 feet N 46°47'00" E to the Point of Beginning. Containing 163.6 acres more or less.

IV. PARCEL ALSO KNOWN AS DRY CREEK

That part of Sections 27, 28, 33, and 34, Township 8 South, Range 19 East, Alachua County, Florida, described as follows:

Commencing at the Northwest corner of said Section 28, thence S 0°42'41" E, 3957.18 feet along the West line of said Section 28 and said line extended; thence North 67°40'13" West, 1592.95 feet; thence South 23°27'51" West, 344.99 feet; thence South 62°33'35" East, 2179.30 feet; thence North 29°51'51" East, 834.23 feet; thence North 89°12'04" East, 594.00 feet; thence South 29°14'16" West, 1718.81 feet; thence South 73°34'38" East, 1283.55 feet; thence South 02°51'21" East, 1560.00 feet; thence North 76°38'33" East, 726.26 feet; thence South 85°00'00" East, 2590.00 feet; thence South 68°20'00" East, 230.00 feet; thence Northerly along a curve, concave Westerly, having a central angle of 7°19'25", a radius of 900.00 feet, an arc of 115.04 feet, and a chord and bearing of 114.96 feet N 18°00'18" E, to the Point of Beginning; thence Northerly along a curve, concave Westerly, having a central angle of 32°20'35", a radius of 900.00 feet, an arc of 508.04, and a chord and bearing of 501.32 feet N 1°49'43" West; thence Northwesterly along a curve concave Southwesterly having a central angle of 14°20'00", a radius of 2700.00 feet; an arc length of 675.44 feet, and a chord bearing and distance of North 25°10'00" West, 673.68 feet; thence North 32°20'00" West, 606.00 feet; thence Northerly along a curve concave Easterly havng a central angle of 35°55'00", a radius

of 2000.00 feet, an arc length of 1253.73 feet, and a chord bearing and distance of North 14°22'30" West, 1233.30 feet; thence North 3°35'00" East, 387.00 feet; thence Northerly along a curve concave Westerly having a central angle of 5°50'00", a radius of 4000.00 feet, an arc length of 407.24 feet, and a chord bearing and distance of North 0°40'00" East, 407.07 feet; thence North 2°15'00" West, 358.00 feet; thence Northerly along a curve concave Easterly having a central angle of 18°10'00", a radius of 2400.00 feet, an arc length of 760.96 feet; and a chord bearing and distance of North 6°50'00" East, 757.78 feet; thence North 15°55'00" East, 275.00 feet; thence Northerly along a curve concave Westerly having a central angle of 9°55'00", a radius of 1500.00 feet, an arc length of 259.62 feet, and a chord bearing and distance of North 10°57'30" East, 259.29 feet; thence North 6°00'00" East, 182.00 feet; thence Northerly along a curve, concave Easterly, having a central angle of 12°13'17", a radius of 750.00 feet, an arc of 159.98 feet, and a chord and bearing of 159.67 feet N 12°06'38" East to its intersection with the Southwesterly right-of-way line of U. S. 441; thence Southwesterly along the right-of-way of U. S. 441, being a curve, concave Southwesterly having a central angle of 12°04'04", a radius of 5579.58 feet, an arc of 1175.18 feet, and a chord and bearing of 1173.01 feet S 63°15'36" E; thence S 12°55'00" West, 1662.71 feet; thence S 1°11'01" East, 1356.31 feet; thence S 14°54'37" East 448.06 feet, thence South 19°45'53" East, 500.47 feet, thence South 19° 37'16" East, 393.53 feet; thence South 13°05'32" East, 548.07 feet, thence South 76°54'28" West, 50.00 feet; thence Southwesterly along a curve, concave Southeasterly, having a central angle of 27°34'32", a radius of 300.00 feet, an arc of 144.39 feet, and a chord and bearing of 143.00 feet, South 63°07'12" West; thence South 49°19'56" West, 109.66 feet; thence Easterly along a curve concave Northerly having a central angle of 51°49'34", a radius of 350.00 feet, an arc of 316.59 feet, and a chord and bearing of 305.90 feet, South 75°14'43" West; thence N 78°50'30" West, 51.39 feet to the Point of Beginning. Containing 109.201 acres more or less.

V. ADDITIONAL AREA

Real estate within a one (1) mile radius of the perimeter of the real estate described in items I through IV above.

VI. EXCLUDED AREA

The Development Area excludes any property described in Exhibit B to the Master Declaration as amended or supplemented from time to time except for such property which is described as part of the Premises in Exhibit B hereto, as amended or supplemented from time to time.

EXHIBIT B TO
DECLARATION FOR
TURKEY CREEK CLUB VILLAS AND TOWNHOUSES

THE PREMISES

I. LOTS

- A. Club Villa Lots. The following lots or Association permitted and approved portions thereof shall be known as "Club Villa Lots":
1. Lots 1 through 33 and Lot 44 of Turkey Creek Unit No. 2 as shown on the plat thereof as recorded at Plat Book "J", Page 40, of the Public Records of Alachua County, Florida.
 2. That parcel referred to in the Warranty Deed recorded at O.R. Book 1273, Pages 201 and 202, of the Public Records of Alachua County, Florida ("Lot 44A").
- B. Townhouse Lots. The following numbered lots in their respective Units and Blocks shall be known as "Townhouse Lots":
1. In Turkey Creek Unit No. 5 as per replat thereof as recorded at Plat Book "L", Page 22, of the Public Records of Alachua County, Florida:
 - Block 3, Lots 1 through 11
 - Block 5, Lots 1 through 11
 - Block 6, Lots 1 through 11
 2. In Turkey Creek Unit No. 6 as per plat thereof as recorded at Plat Book "K", Page 95, of the Public Records of Alachua County, Florida:
 - Block 1, Lots 1 through 6
 - Block 3, Lots 1 through 10
 - Block 4, Lots 1 through 8
 - Block 5, Lots 1 through 12
 - Block 6, Lots 1 through 11
 - Block 7, Lots 1 through 14
 - Block 9, Lots 1 through 12
 - Block 10, Lots 1 through 10
 3. In Turkey Creek Unit No. 9 as per plat thereof as recorded at Plat Book "L", Page 25, of the Public Records of Alachua County, Florida:
 - Block 9, Lots 1 through 6
 - Block 11, Lots 1 through 4
 4. In Turkey Creek Unit No. 9 as per replat thereof as recorded at Plat Book "L", Page 42, of the Public Records of Alachua County, Florida:
 - Block 6A, Lots 1A through 4A
 - Block 7A, Lots 1A through 4A
 - Block 8A, Lots 1A through 4A
 5. In Turkey Creek Unit No. 10 as per plat thereof as recorded at Plat Book "L", Page 26, of the Public Records of Alachua County, Florida:

Block 3, Lots 1 through 12
Block 4, Lots 1 through 9
Block 5, Lots 1 through 3
Block 6, Lots 1 through 12

6. In Turkey Creek Unit No. 11 as per plat thereof as recorded at Plat Book "L", Page 27, of the Public Records of Alachua County, Florida:

Block 1, Lots 1 through 12
Block 2, Lots 1 through 12
Block 3, Lots 1 through 9
Block 5, Lots 1 through 3
Block 6, Lots 1 through 5
Block 8, Lots 1 through 10
Block 9, Lots 1 through 10
Block 10, Lots 1 through 10

7. In Turkey Creek Unit No. 11 as per replat thereof as recorded at Plat Book "L", Page 43, of the Public Records of Alachua County, Florida:

Block 3A, Lots 10A and 11A

8. In Turkey Creek Unit No. 12 as per plat thereof as recorded at Plat Book "L", Page 28, of the Public Records of Alachua County, Florida:

Block 1, Lots 1 through 12
Block 2, Lots 1 through 12
Block 3, Lots 1 through 12
Block 4, Lots 1 through 11
Block 6, Lots 1 through 10
Block 7, Lots 1 through 10
Block 8, Lots 1 through 9

II. COMMON AREA

The Common Area and Limited Common Area as described in those certain deeds recorded in the Public Records of Alachua County, Florida at:

<u>Official Records Book</u>	<u>Pages</u>	<u>Date Recorded</u>
1330	840-846	February 20, 1981
1336	262-267	March 20, 1981
1336	268-273	March 20, 1981
1359	45-50	July 16, 1981
1359	51-56	July 16, 1981
1359	57-62	July 16, 1981
1359	63-68	July 16, 1981
1359	69-74	July 16, 1981
1359	75-80	July 16, 1981
1359	81-87	July 16, 1981
1378	657-662	October 23, 1981
1378	663-668	October 23, 1981

III. PREMISES

All of the properties described above as being part of a Lot or Common Area together with any improvements thereon.

(ii)

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BOOK PAGE 278

EXHIBIT B

IV. OMITTED PROPERTIES

Any property previously subject to the Prior Declarations and which property is not described in this Exhibit is hereby expressly omitted and this Declaration shall in no manner apply to said property unless expressly added hereto under the provisions of Article Eleven.

EXHIBIT C TO
DECLARATION FOR
TURKEY CREEK CLUB VILLAS AND TOWNHOUSES

PRIOR DECLARATIONS

Declaration of Covenants, Conditions and Restrictions, dated February 1, 1978, filed February 1, 1978 and recorded in Official Records Book 1116, Pages 465-473 of the Public Records of Alachua County, Florida.

Amendment to Declaration of Covenants, Conditions and Restrictions, dated December 3, 1979, filed February 22, 1980 and recorded in Official Records Book 1263, Pages 298-299 of the Public Records of Alachua County, Florida.

Supplemental Declaration of Covenants, Conditions and Restrictions, dated April 10, 1980, filed April 14, 1980 and recorded in Official Records Book 1272, Pages 620-621 of the Public Records of Alachua County, Florida.

Second Amendment to Declaration of Covenants, Conditions and Restrictions, dated September 5, 1980, filed September 11, 1980 and recorded in Official Records Book 1299, Pages 541-542 of the Public Records of Alachua County, Florida.

Third Amendment to Declaration of Covenants, Conditions and Restrictions Turkey Creek Unit 2, dated December 1, 1980, filed January 12, 1981 and recorded in Official Records Book 1323, Pages 777-778 of the Public Records of Alachua County, Florida.

Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 3, 1981, filed February 5, 1981 and recorded in Official Records Book 1328, Pages 209-212 of the Public Records of Alachua County, Florida.

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Turkey Creek Unit 2 dated April 1, 1981, filed April 6, 1981 and recorded in Official Records Book 1338, Pages 980-985 of the Public Records of Alachua County, Florida.

Amendment to and Supplemental Declaration of Covenants, Conditions and Restrictions Relating to Turkey Creek Unit No. 6, dated April 15, 1981, filed April 15, 1981 and recorded in Official Records Book 1340, Pages 476-485 of the Public Records of Alachua County, Florida.

First Amendment to Declaration of Covenants, Conditions and Restrictions of Turkey Creek Unit No. 6, dated July 10, 1981, filed July 13, 1981 and recorded in Official Records Book 1358, Pages 335-339 of the Public Records of Alachua County, Florida.

Amendment to and Supplemental Declaration of Covenants, Conditions and Restrictions Relating to Turkey Creek Unit Nos. 5, 7, 8, 9, 10, 11 and 12, dated December 11, 1981, filed December 14, 1981 and recorded in Official Records Book 1387, Pages 592-605 of the Public Records of Alachua County, Florida.

First Compilation of and Amendment to Declaration of Covenants, Conditions and Restrictions Relating to Turkey Creek Club Villa Owners Association, Inc., dated December 30, 1981, filed December 31, 1981 and recorded in Official Records Book 1390, Pages 953-992 of the Public Records of Alachua County, Florida.

First Amendment to First Compilations of Covenants, Conditions and Restrictions Relating to Turkey Creek Master Owners' Association, Inc. and Relating to Turkey Creek Club Villas Owners' Association, Inc., dated March 31, 1982, filed April 14, 1982 and recorded in Official Records Book 1407, Pages 992-997 of the Public Records of Alachua County, Florida.

Second Amendment to First Compilation of Covenants, Conditions and Restrictions Relating to Turkey Creek Club Villa Owners Association, Inc., dated May 7, 1982, filed May 7, 1982 and recorded in Official Records Book 1412, Pages 181-182 of the Public Records of Alachua County, Florida.

(ii)

O.R. BOOK: 1457 PAGE 281

EXHIBIT C

EXHIBIT D TO
DECLARATION FOR
TURKEY CREEK CLUB VILLAS AND TOWNHOUSES

SPECIAL USE RESTRICTIONS

In addition to the General Restrictions governing the Premises and any Dwelling Units built thereon as specified in the Declaration and the Master Declaration, the following Special Restrictions also apply to those lots designated as "Townhouse Lots" in Exhibit B to this Declaration:

- a. No building or other improvements of any character shall be erected or placed, nor the erection or placing thereof be commenced, nor changes be made in the design thereof, nor any addition be made thereto, nor exterior alteration be made thereon after original construction, nor any alteration whatsoever of the exterior building appearance be made, on any property in the subdivision until the approval of the construction plans and specifications or other improvements has been obtained from the Residential Association and Master Association, as provided for in any applicable restrictions, by-laws and rules. Approval shall be granted or withheld based on matters of compliance with restrictions, by-laws, rules, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.
- b.
 - 1) The Residential Association will have full authority to grant or deny approval of designs and construction plans and specifications with respect to all structures to be erected, constructed or altered on townhouse lots. Any property owner may have his building designed by an architect of his choice, provided, however, that the plans and specifications developed by the property owner's architect shall, prior to any construction work, be submitted for approval to the Association and the Association shall have final authority to alter, amend, or re-design owner's structure, if necessary, in order to conform to the townhouse clusters. Each property owner shall bear the Residential Association's fees for reviews and revisions of the plans and specifications called for herein.
 - 2) Each Owner (which includes any person having a beneficial interest to a townhouse lot or portion thereof) is required to submit to the Residential Association prior to commencing any construction, and without limiting the Residential Association's discretion to require additional information, evidence that the Owner is ready, willing and able to commence construction of a dwelling upon a townhouse lot, which evidence shall include at least the following: completed plans and specifications for the construction of a dwelling, which plans and specifications have been approved by the Residential Association provided for herein; an executed contract with a builder who is capable of the construction of a dwelling as called for by the plans and specifications; and, a commitment for such financing (either interim construction financing, permanent financing, or both) as will be necessary for the owner to prosecute to completion the construction of the improvements as called for in the plans and specifications. (In lieu of a commitment as called for herein, an Owner may submit to the Residential Association a payment and performance bond.)

3) To commence the approval process, the Owner shall submit to the Residential Association for preliminary approval of the design concept of the improvements which the Lot Owner proposes to construct, a land lay-out and a rough elevation of the front and rear of such proposed improvements showing the relation of such improvements to the existing structures, if any, on adjacent lots. The Residential Association shall consider such lay-outs and elevations and make a tentative approval or disapproval of the design concept within a period of thirty (30) days. Failure of the Residential Association to give approval or disapproval within such period shall be deemed to be approval of such preliminary plans and preliminary design concept shown thereon.

4) As soon as reasonably possible, but not over thirty (30) days after the preliminary approval of the design concept by the Residential Association, final plans and specifications shall be prepared and submitted to the Residential Association for final approval. The Residential Association shall consider such plans and specifications and approve or disapprove such plans and specifications within a period of thirty (30) days after they are submitted to the Residential Association. Failure to approve or disapprove such plans and specifications within such period shall be deemed to be approval thereof. Notwithstanding this latter provision or any other provisions of these Restrictions, final Residential Association approval shall not be given for any construction until the streets, utilities, and other subdivision improvements are completed to a state that building permits could be issued for the particular lot on which approval is sought.

5) At such time as the Owner is granted approval by the Residential Association for construction of a dwelling, pursuant to the approval process outlined hereinabove, the Residential Association will issue a "Certificate of Approval" stating that the Owner is authorized to commence construction on a townhouse lot indicated in the Owner's plans and specifications.

6) As soon as reasonably possible, but not over thirty (30) days after final approval has been issued by the Residential Association, construction shall be commenced and completed to the first floor shell stage, including any common wall to the final roof level.

7) Construction on any townhouse lot shall proceed diligently, and shall be completed within nine (9) months of final Residential Association approval.

8) The time period specified in subparagraphs 6) and 7) above, shall be subject to time extension caused by Acts of God, material shortages, strikes or other grounds legally supportable to establish impossibility of performance in the jurisdiction in which the subdivision is located. The length of the extension shall not exceed the actual delay caused by the event or events creating the impossibility of performance.

9) In the event construction on any townhouse lot is not completed to the stage and within the times specified in subparagraph 8) above, then such failure shall cause an automatic withdrawal of any approvals by the Residential Association, and the entire approval process specified in this section

entitled "Special Rules for Construction on Townhouse Lots" shall again be applicable to such lot.

10) Such failure to complete construction to the stage and within the time periods specified hereinabove, shall result in an assessment against the specific lot and lot owner in favor of the Residential Association in the amount of ONE HUNDRED DOLLARS (\$100.00) per day, said sum being a reasonable measure of damages to be incurred by the Residential Association to cure the cessation of construction after commencement by an Owner, for each day after the thirty (30) day and/or nine (9) month periods that construction is not completed as herein required. Said assessment, hereinafter referred to as "Assessment For Delay", shall constitute a lien on said lot. In the event any Assessment For Delay is placed in the hands of an attorney for collection, all reasonable costs incurred in collection, including attorneys' fees, shall be added to the Assessment. The Residential Association may bring an action to foreclose the lien in like manner as the foreclosure of a mortgage on real property. The Residential Association may also exercise any remedy available to it against the lot owner under applicable law. Said Assessment For Delay shall cease to accrue upon the Owner's filing, in good faith, an application for approval as set forth hereinabove to recommence construction.

11) Notwithstanding subparagraphs 6) and 7) hereinabove, if title should vest in the Residential Association as a consequence of foreclosure on the lien provided for herein, the Residential Association shall complete the improvements or cause the improvements to be completed as provided for in the plans previously approved by the Residential Association within nine (9) months of the date that title vested in the Residential Association, subject to the provisions of subparagraph 8).

- c. The Premises shall be subject to a temporary easement for ingress, egress and encroachments and over-hangs during and in connection with the construction of improvements on adjacent property, and a permanent easement for minor encroachments due to the settling of structures erected on an adjacent lot.
- d. In the event that two dwellings on townhouse lots share a common wall (the "Party Wall"), then the Residential Association shall require that such wall be constructed of such fire-resistant materials as may be deemed necessary or desirable in its judgment or in order to comply with any federal, state, or local building regulation or code. The Residential Association shall also require that each such party wall be constructed in such a manner to minimize noise through such party walls, and such construction shall be of a sound rating of at least 45 STC (Sound Transmission Class).
- e. Prior to the commencement of construction, each Owner must also comply with and satisfy all procedures and requirements for the construction of Dwelling Units as set forth in the Master Declaration and as adopted by the Master Association.

33-01

RECORDED
OFFICIAL RECORDS

91 NOV 12 AM 10: 12

AMENDMENT
TO
RESTATEMENT OF THE DECLARATION
FOR
TURKEY CREEK CLUB VILLAS AND TOWNHOUSES

CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL.

The Undersigned, being Owners of at least seventy-five percent (75%) of the Dwelling Units and Vacant Lots as those terms are defined in that certain Restatement of the Declaration for Turkey Creek Club Villas and Townhouses, appearing in O. R. Book 1457, Pages 239 through 284, of the Public Records of Alachua County, Florida (the "Restated Declaration"), pursuant to Section 14.02 of the Restated Declaration, hereby amend Section 9.07 of the Restated Declaration dealing with Special Assessments and related matters to read as follows:

9.07 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section to pay (or build up reserves to pay) expenses incurred (or to be incurred) by the Residential Association from time to time for a specific purpose including, without limitation, to repair, alter, add to or improve or maintain the Common Area, Limited Common Area, Dwelling Units or Dwelling Unit Exteriors, or any other property owned, maintained or controlled by the Residential Association. Any special assessment relating to the Common Area other than Limited Common Area and Common Area appurtenant to Dwelling Units shall be levied against all of the Dwelling Unit Owners, based on relative Appraised Value of the Dwelling Units. In the case of repairs, alterations, improvements, additions and maintenance to specific Dwelling Units, Dwelling Unit Exteriors, Limited Common Area and Common Area appurtenant to Dwelling Units, any special assessment shall be levied against only those Dwelling Unit Owners who are affected thereby, based on relative Appraised Value of the Dwelling Units so affected. Special Assessments shall be adopted by a majority of the Board of Directors of the Association at any properly called meeting of the Board of Directors at which a quorum is present. The Board shall serve notice of a special assessment on all Dwelling Unit Owners who shall be subject to payment thereof by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

Robert Nichols
86 Turkey Creek
Alachua FL 32615

RETURN TO

1101352

O.R. 1833 PG2660
BK

IN WITNESS WHEREOF, the Undersigned, each being an Owner as that term is defined in the Restated Declaration, hereby agrees to the Amendment to Section 9.07 of the Restated Declaration as set forth above and has hereunto set his/her hand and seal on the date shown below the Undersigned's signature.

Witnesses:

Tamala H. Engelbert
Helen H. De Carlis
Helen H. De Carlis
Tamala H. Engelbert
Tamala H. Engelbert
Helen H. De Carlis
Helen H. De Carlis
B. T. Faherty
Helen H. De Carlis
Janice Willis
Helen H. De Carlis
Tamala H. Engelbert
Helen H. De Carlis
Tamala H. Engelbert
Tamala H. Engelbert
Helen H. De Carlis
Helen H. De Carlis
Tamala H. Engelbert

Cole L. Saxon, Jr.
Cole L. Saxon, Jr., Trustee
Date: 7-25-91

Patsy R. Page
Patsy R. Page
Date: 7-25-91

P. J. Jones
P. J. Jones
Date: 7-26-91

Norwood W. Hope
Norwood W. Hope
Date: 7-26-91

N. Forest Hope
N. Forest Hope
Date: 7/26/91

Frances A. Frey
Frances A. Frey
Date: 07-27-91

Carole C. Yocum
Carole C. Yocum
Date: 7-27-91

Lena Murphy
Lena Murphy
Date: 7-27-91

Wallace Cain, Trustee
Wallace Cain, Trustee
Date: 7-30-91

Witnesses:

Helen H. De Carlis
Helen H. De Carlis
Debra H. Brock
Debra H. Brock

Helen H. De Carlis
Helen H. De Carlis
Debra H. Brock
Debra H. Brock

Helen H. De Carlis
Helen H. De Carlis
Debra H. Brock
Debra H. Brock

Tamala H. Engelbert
Tamala H. Engelbert
Helen H. De Carlis
Helen H. De Carlis

Helen H. De Carlis
Helen H. De Carlis
Tamala H. Engelbert
Tamala H. Engelbert

Helen H. De Carlis
Helen H. De Carlis
Debra H. Brock
Debra H. Brock

Helen H. De Carlis
Helen H. De Carlis
Debra H. Brock
Debra H. Brock

Helen H. De Carlis
Helen H. De Carlis
Debra H. Brock
Debra H. Brock

Helen H. De Carlis
Helen H. De Carlis
Janice Willis
Janice Willis

Helen H. De Carlis
Helen H. De Carlis
Debra H. Brock
Debra H. Brock

Martha Henley Goodwin
Martha Henley Goodwin
Date: 7-30-91

J. William Beagle, Jr.
J. William Beagle, Jr.
Date: 7-30-91

Paul D. Moore
Paul D. Moore
Date: 8-2-91

Louise O. Halbrook
Louise O. Halbrook
Date: 8-7-91

Ray Burnsed
Ray Burnsed
Date: 8-9-91

Dennis G. Lee, Trustee
Dennis G. Lee, Trustee
Date: 8-20-91

Marjorie L. Tate
Marjorie L. Tate
Date: 9-18-91

Calvin C. Dauphinee
Calvin C. Dauphinee
Date: 9-25-91

Philip Zurich
Philip Zurich
Date: 10/2/91

A. Bice Hope
A. Bice Hope
Date: 10-7-91

Date: _____

O.R. 1833 PG2662
BK

Witnesses:

Tamala H. Engelbert
Tamala H. Engelbert
Helen H. De Carlis
Helen H. De Carlis

Tamala H. Engelbert
Tamala H. Engelbert
Helen H. De Carlis
Helen H. De Carlis

B. J. Faherty
B. J. Faherty
Helen H. De Carlis
Helen H. De Carlis

Janice Willis
Janice Willis
Helen H. De Carlis
Helen H. De Carlis

Tamala H. Engelbert
Tamala H. Engelbert
Helen H. De Carlis
Helen H. De Carlis

Janice Willis
Janice Willis
Helen H. De Carlis
Helen H. De Carlis

Janice Willis
Janice Willis
Helen H. De Carlis
Helen H. De Carlis

Helen H. De Carlis
Helen H. De Carlis
Tamala H. Engelbert
Tamala H. Engelbert

Robert Hicks
Robert Hicks
Betty L. Hicks
Betty L. Hicks
Date: 7-22-91

Donald A. Biel
Donald A. Biel
Claire Biel
Claire Biel
Date: 7/23/91

Bernard F. Schaar
Bernard F. Schaar
Linda K. Schaar
Linda K. Schaar
Date: 7-24-91

EDINBOROUGH DEVELOPMENT CORP., INC.

By Edward B. Mendel President
Edward B. Mendel, President
Date: 7/24/91

Connie W. Tucker
Connie W. Tucker
Bernadine M. Tucker
Bernadine M. Tucker
Date: 7-26-91

John A. Shanks
John A. Shanks
Jane G. Shanks
Jane G. Shanks
Date: 7-25-91

Roy G. Poole, Jr.
Roy G. Poole, Jr.
Vivian H. Poole
Vivian H. Poole
Date: 7-26-91

Agnete E. Wettergren
Agnete E. Wettergren
Date: 7-26-91
Ola A. Wettergren

Witnesses:

Helen H. De Carlis

B. T. Faherty

Helen H. De Carlis

Tamala H. Engelbert

Helen H. De Carlis

Tamala H. Engelbert

Helen H. De Carlis

Debra H. Brock

Tamala H. Engelbert

Helen H. De Carlis

Helen H. De Carlis

Debra H. Brock

Helen H. De Carlis

Tamala H. Engelbert

Helen H. De Carlis

Debra H. Brock

TURKEY CREEK, INC.

By Norwood W. Hope, Pres.

Norwood W. Hope, Pres.

Date: 7-26-91

Roger C. Wood

Patricia W. Wood

Date: 7-27-91

J. Kelly Bloomer

Sylvia Bloomer

Sylvia Bloomer

Date: 8-5-91

Richard Dougherty

Kay A. Dougherty

Kay A. Dougherty

Date: 11/5/91

Jack P. Austin

Betty R. Austin

Betty R. Austin

Date: 8-1-91

Jones L. Mauldin

Billiejo L. Mauldin

Billiejo L. Mauldin

Date: 8-1-91

John W. Guinn

Betty Guinn

Betty Guinn

Date: 8-6-91

Joseph J. Giambelluca

Pamela J. Giambelluca

Pamela J. Giambelluca

Date: 8-15-91

Witnesses:

Debra H. Brock
Debra H. Brock
Helen H. De Carlis
Helen H. De Carlis

Debra H. Brock
Debra H. Brock
Helen H. De Carlis
Helen H. De Carlis

Helen H. De Carlis
Helen H. De Carlis
Debra H. Brock
Debra H. Brock

GATES ENERGY PRODUCTS

By Ralph J. DeLisle
Ralph J. DeLisle
Date: 9/20/91

Sanford E. Ritch, Jr.
Sanford E. Ritch, Jr.
Janice R. Ritch
Janice R. Ritch
Date: 9/27/91

Donna S. Alexander
Donna S. Alexander
C. H. Alexander
C. H. Alexander
Date: November 7, 1991

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

COUNTY OF ALACHUA

Notary Public

My commission expires: 2-2-1957

**AMENDED BY-LAWS
OF
TURKEY CREEK CLUB VILLA OWNERS
ASSOCIATION, INC.**

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 03/21/1997 15:27
Document ID 1453233
Book/Page 2104/ 612

ARTICLE I

Name

The name of the Association is TURKEY CREEK CLUB VILLA OWNERS ASSOCIATION, INC.

ARTICLE II

Principal Office

The principal office of the Association is located at 6110-B NW 1st Place, Gainesville, FL 32607.

ARTICLE III

Definitions

These By-Laws shall govern the Association in accordance with the Restatement of the Declaration for Turkey Creek Club Villas and Townhouses for Turkey Creek placed of record in the Public Records of Alachua County, Florida, at O.R. Book 1457 Page 239, on January 7, 1983, as the Declaration is amended or supplemented from time to time (the "Declaration"). The terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Declaration.

ARTICLE IV

Purposes

The purposes for which the Association is organized are:

- (a) To maintain the Development for safe, healthful, and harmonious activities;
- (b) To promote the collective and individual interests and rights of all Persons owning property in the Development;
- (c) To care for the improvements and maintenance and replacement of the Common Area and Dwelling Unit Exteriors which now exist or which may hereafter be installed or constructed there;

RETURN TO

(d) To aid and cooperate with the members of the Association and all Owners in the Development in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any rules and regulations as shall hereafter be adopted by the Association Board;

(e) To acquire, own, rent, contract, or lease such real and personal property and labor as may be necessary or appropriate for the transaction of its business and fulfillment of its purposes;

(f) To exercise any and all powers that may be delegated to it from time to time by the Owners or those with voting rights, including but not limited to levying and collecting assessments, fees and other charges.

ARTICLE V

Membership

1. Every present and future Owner of a Dwelling Unit or Vacant Lot, including the Developer, shall be a member of the Association.

2. Membership shall include an undertaking by such Owners to comply with these By-Laws and the rules and regulations adopted by the Association Board.

3. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Dwelling Unit or Vacant Lot shall constitute an agreement that these By-Laws and the rules and regulations made in accordance herewith, as they may be amended from time to time, are accepted, ratified, and will be complied with.

4. Membership in the Association shall terminate on a member's ceasing to be an Owner of a Dwelling Unit or Vacant Lot in the Development.

5. Voting rights of members shall accrue as provided in the Declaration and the succeeding Article.

ARTICLE VI

Meeting of Members

1. Annual Meetings. An annual meeting of the members shall be held on the first Monday in the month of November in each year, at the hour of 6:30 o'clock P.M., for the purpose of the election of directors by those with voting rights and for the transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday, such meeting shall be held on the succeeding day not a legal holiday.

2. Special Meetings. It shall be the duty of the President to call a special meeting of the members upon the request of the Association Board, by at least 25% of the Voting Members, or when the President believes that such a special meeting is appropriate.

3. Place of Meetings. Meetings of the members shall be held at the principal office of the Association or such other suitable place convenient to the members as may be designated by the Association Board.

4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member, at least five (5) but not more than ~~ten (10)~~ twenty (20) days prior to such meeting. Said notice may be waived by those in attendance at any meeting.

5. Voting.

The annual meeting of the members shall be held to elect the Board of Directors and for such other business as may come before the membership. The Directors receiving the highest number of votes shall be elected. There shall be no cumulative voting. For purposes of the election of Directors, each Owner shall be entitled to one vote per \$10,000 or major fraction thereof of Appraised Value of his Dwelling Unit or Vacant Lot. Upon the affirmative vote of three-quarters of votes cast by Owners at a meeting called for that purpose, a Director may be removed, with or without cause, and his successor elected at such meeting.

6. Quorum. At all meetings of members, the presence of those holding thirty percent (30%) of the Votes in person or by proxy shall constitute a quorum.

7. Proxies. At any meeting of the Members held pursuant to 5 above, an Owner may vote by proxy executed in writing and notarized or by his duly authorized attorney-in-fact. The proxy must state the date, time and place of the meeting to be valid and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

8. Manner of acting. A majority of the votes entitled to be cast on a matter to be voted upon by the Members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by these By-Laws or the Declaration.

ARTICLE VII

Board of Directors

1. Number and Qualifications. The Board shall be composed of seven (7) persons, each of whom shall be a member.

2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association, granted by the laws of the State of Florida and not reserved by or to be exercised by the members as specified in the Declaration.

Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

3. Elections and Term of Office. The term of office of each director shall be one (1) year and each director shall serve until his successor is elected and qualified. A director may succeed himself. The persons receiving the highest number of votes shall be elected s directors. There shall be no cumulative voting.

4. Vacancies on Board.

(a) Any vacancy occurring on the board of directors may be filled by the affirmative vote of the majority of the remaining directors, even though the remaining directors constitute less than a quorum, or by the sole remaining director, as the case may be, or, if the vacancy is not so filled or if no director remains, by the members.

(b) A director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by the board of directors, but only for a term of office continuing until the next election of directors by the members or, if the corporation has no members or no members having the right to vote thereon, for such term of office as is provided in the articles of incorporation or the by-laws.

(c) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date, may be filled before the vacancy occurs. However, the new director may not take office until the vacancy occurs.

(d) If the Association fails to fill vacancies on the board of directors sufficient to constitute a quorum in accordance with these by-laws, any member may apply to the circuit court in and for Alachua County, Florida for the appointment of a receiver to manage the affairs of the Association. At least 30 days before applying to the circuit court, the member shall mail to the Association, by certified or registered mail, and post, in a conspicuous place on the property of the community served by this Association, a notice describing the intended action, giving the Association 30 days to fill the vacancies. If during such time the Association fails to fill a sufficient number of vacancies so that a quorum can be assembled, the member may proceed with the petition.

5. Regular Meeting. Regular or special meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors or by the President, provided that the Association Board shall meet at least four (4) times in each calendar year.

6. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President or by any three (3) directors, after not less than three (3) days notice to each director.

7. Quorum. At all meetings of the Board of Directors, a majority of the directors then serving shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

8. Open Meetings. All meetings of the Board of Directors shall be open to any member of the Association.

9. Notice. Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency.

ARTICLE VIII

Officers

1. Designation. The principal officers of the Association shall be a President, Vice President and Secretary, all of whom shall be elected by the Board of Directors. The directors may appoint such other officers as in their judgment may be necessary.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including but not limited to the powers delegated him by the Board of Directors or any rules or By-Laws of the Association.

5. Vice President. The Vice President shall assist the President in all of his duties. He shall preside at all meetings of the Association and of the Board of Directors in the absence of the President. He shall have such other duties as the President or Board of Directors may from time to time decide.

6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of Secretary.

ARTICLE IX

Assessments

1. Common Assessments and special assessments shall be levied and collected as provided in Article Nine of the Declaration. Any outstanding assessments or other fees or charges not fully paid within ten (10) days after due shall be assessed a late fee for each Dwelling Unit or Vacant Lot for each month or portion thereof for which it remains unpaid, which fee shall be equal to the greater of (i) \$20.00 or (ii) ten percent (10%) of the delinquent amount.

2. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

ARTICLE X

Rules and Regulations

The Board of Directors shall adopt such rules and regulations as it may deem necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become part of these By-Laws and fully enforceable as if set forth fully herein. By purchase, lease or occupancy of a Dwelling Unit or Vacant Lot in the Development, the Person agrees and covenants to be bound by these By-Laws and all rules and regulations adopted pursuant thereto.

ARTICLE XI

Amendments

These By-Laws may be amended or repealed, or new By-Laws may be made and adopted, at any annual, regular or special meeting of the Board of Directors of the Association; provided, however, in the event of any conflict between the By-Laws and the Declaration, the provisions of the Declaration shall control.

ARTICLE XII

Effective Date

These Amended By-Laws shall become effective April 18, 1996.

Carmel Luke
Board President

Allen G. Alexander
Secretary



D. JEFFREY SAUSAMAN
MY COMMISSION # CC350680 EXPIRES
February 27, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

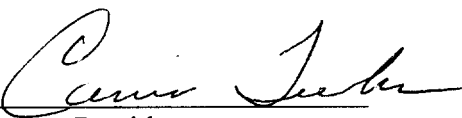
**AMENDMENT TO
AMENDED BY-LAWS OF TURKEY CREEK CLUB VILLAS
OWNERS ASSOCIATION, INC.**

Article VI, paragraph 1.

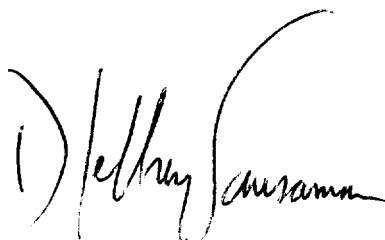
Current: Annual Meetings. An annual meeting of the members shall be held on the first Monday in the month of November in each year, at the hour of 6:30 o'clock P.M., for the purpose of the election of directors by those with voting rights and for the transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday, such meeting shall be held on the succeeding day not a legal holiday.

Revised: Annual Meetings. The annual meeting of the members shall be held on the first Monday in the month of November in each year, at the hour of 6:30 o'clock P.M., for the purpose of the election of Directors by those with voting rights and for the transaction of such other business as may come before the meeting. However, the Board may, at it's discretion, change the date in order to arrange for a suitable meeting location.

Unanimously approved at regular meeting of the Board of Directors, October 24, 1996.

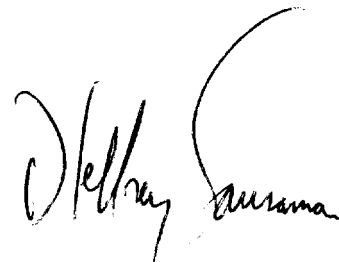

President


Secretary





D. JEFFREY SAUSAMAN
MY COMMISSION # CC350680 EXPIRES
February 27, 1998
BONDED THRU TROY FAIR INSURANCE, INC.





D. JEFFREY SAUSAMAN
MY COMMISSION # CC350680 EXPIRES
February 27, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

INT. TAX
DOC. STAMPS
RECORDING
TOTAL

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 09/03/1998 14:14
Document ID 1559575
Book/Page 2189/ 2137

DO NOT WRITE ABOVE THIS LINE RESERVED FOR RECORDING USE ONLY

**AMENDMENT OF TURKEY CREEK CLUB VILLAS AND TOWNHOUSES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO THE TURKEY CREEK CLUB VILLAS AND TOWNHOUSES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 16 day of July, 1998,
by TURKEY CREEK CLUB VILLAS OWNERS ASSOCIATION, INC., a Florida corporation, whose post office
address is 6110-B NW 1st Place, Gainesville, Florida 32607, hereinafter referred to as "the Association"

WITNESSETH:

WHEREAS, the Association derives its powers and duties from the Declaration for Turkey Creek Club
Villas and Townhouses as recorded at Official Records Book 1457, page 239, of the Public Records of
Alachua County, Florida, (the "Declaration"); and

WHEREAS, pursuant to the said Declaration, the Association owns and controls certain Common
Areas as defined in and specified by the said Declaration; and

WHEREAS, the Association and a majority of the property owners are desirous of amending the
Declaration for the purpose of removing certain property from the Declaration and conveying certain common
area to individual owners; and

WHEREAS, the Declaration allows amendment of the Declaration and alienation of the Common
Areas by the Association upon the approval of seventy-five (75%) of the Voting Members as set forth in
§14.01 and §15.01 of the Declaration; and

WHEREAS, on December 11, 1997, at a duly held membership meeting, over 75% of the voting
members approved the alienation of certain common areas described below and the removal of certain
property from the encumbrance of the Declaration;

NOW THEREFORE, the Declaration is hereby amended by the Association to read as follows:

1. Exhibit "B" shall be amended as set forth in Exhibit "1" attached hereto and incorporated
herein by reference. Exhibit "B" as attached sets forth all property that shall be encumbered by and subject
to the Declaration.

2. Any property previously encumbered by the Declaration that is not described in Exhibit "B"
is hereby released from the Declaration.

IN WITNESS, WHEREOF, Declarant has caused these presents to be executed in its name, this day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness sign name above

Witness print name below

AMES M. GINLEY

TURKEY CREEK CLUB VILLAS OWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

By: Connie Tucker
CONNIE TUCKER, President

Witness sign name above

Witness print name below

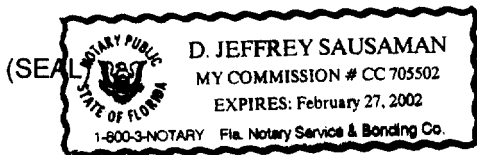
TAMSI SCHULTE

Attest: Arlene Alexander
ARLENE ALEXANDER, Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CONNIE TUCKER and ARLENE ALEXANDER, President and Secretary, well known to me to be the President and Secretary of TURKEY CREEK CLUB VILLAS OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, and they acknowledged executing the foregoing Amendment on behalf of said corporation, and they appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation. They are personally known to me.

WITNESS, my hand and official seal in the County and State last aforesaid on this 16 day of July, 1998.



D. Jeffrey Sausaman
Print Name: D. JEFFREY SAUSAMAN
Notary Public, State of Florida
My Commission Expires:
Serial Number, if any: _____

EXHIBIT "1"

EXHIBIT "B" TO
DECLARATION FOR
TURKEY CREEK CLUB VILLAS AND TOWNHOUSES

THE PREMISES

I. LOTS

- A. Club Villa Lots. The following Lots or Association permitted and approved portions thereof shall be known as "Club Villa Lots":

No Club Villa Lots remain.

- B. Townhouse Lots. The following numbered lots in their respective Units and Blocks shall be known as "Townhouse Lots":

1. In Turkey Creek Unit No. 5, as per replat thereof as recorded at Plat Book "L", Page 22, of the Public Records of Alachua County, Florida:

Block 6, Lots 10 and 11.

2. In Turkey Creek Unit No. 6, as per plat thereof as recorded at Plat Book "K", Page 95, of the Public Records of Alachua County, Florida:

Block 4, Lot 1

Block 6, Lots 1 through 12

3. In Turkey Creek Unit No. 10, as per plat thereof as recorded at Plat Book "L", Page 26, of the Public Records of Alachua County, Florida:

Block 3, Lots 5 and 6

4. In Turkey Creek Unit No. 12, as per plat thereof as recorded at Plat Book "L", Page 28, of the Public Records of Alachua County, Florida:

Block 2, Lots 9 through 12

Block 4, Lots 6 through 8

5. Lot 11A of Turkey Creek Unit No. 10, as per replat thereof as recorded at Plat Book "O", Page 42, of the Public Records of Alachua County, Florida:

6. Lot 5B of Turkey Creek Unit No. 11, as per replat thereof as recorded at Plat Book "O", Page 43, of the Public Records of Alachua County, Florida:

II. COMMON AREA

The Common Area and Limited Common Area as described in those certain deeds recorded in the Public Records of Alachua County, Florida at:

<u>Official Records Book</u>	<u>Pages</u>	<u>Date Recorded</u>
1359	45-50	July 16, 1991
1359	51-56	July 16, 1991
1359	75-80	July 16, 1991
1578	1479-1482	November 5, 1984
1578	1667-1670	November 6, 1984

III. PREMISES

All of the properties described above as being part of a Lot or Common Area together with any improvements thereon.

IV. OMITTED PROPERTIES

Any property previously subject to the Prior Declarations and which property is not described in this Exhibit is hereby expressly omitted and this Declaration shall in no manner apply to said property unless expressly added hereto under the provisions of Article Eleven.



2543024

3 PGS

PLEASE RECORD AND RETURN TO:

N. Forest Hope
158 Turkey Creek
Alachua, FL 32615

DECLARATION OF RESTRICTIONS

WHEREAS, N & J Hope, Family, LLC, owns certain properties in the County of Alachua, State of Florida, known as Turkey Creek; and

WHEREAS, Property "A" tax parcel 05900-160-060 more particularly described in the legal description marked Exhibit "A" attached hereto was added to the Turkey Creek premises by the recorded Plat Book J Page 40 in Alachua County, Florida; and

WHEREAS, Property "B" tax parcel 05900-160-010 more particularly described in the legal description marked Exhibit "B" attached hereto was added to the Turkey Creek premises by the recorded Plat Book J, Page 40, Alachua County, Florida; and

WHEREAS, N & J Hope Family, LLC is desirous of making these properties subject to the restrictions as herein stated.

NOW THEREFORE, N & J Hope Family, LLC hereby declares that tax parcels 05900-160-060 and 05900-160-010 shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. N & J Hope Family, LLC hereby declares that this instrument is intended to cover, and only covers those properties as described in Exhibit "A" and Exhibit "B" attached hereto and in no way refers to any other property.

SPECIAL USE RESTRICTIONS

As to Parcel "A"

- a. No building shall be constructed on this parcel which shall contain less than 1800 square feet of floor area, excluding unenclosed porches, garages and carports.
- b. The following setback requirements shall apply to this lot
Side yard setback 5 feet
Rear yard setback 15 feet
Front yard setback 25 feet

As to Parcel "B"

- a. No building shall be constructed on this parcel which shall contain less than 2000 square feet of floor area, excluding unenclosed porches, garages and carports.
- b. The following setback requirements shall apply to this lot
Side yard setback 5 feet
Rear yard setback 20 feet
Front yard setback 30 feet

Signed and sealed as of the date and year first above written.

WITNESSES:

SIGN: Karen Collins

PRINT: Karen Collins

SIGN: Brett Hope

PRINT: Loretta Lynn Hope

N & J Hope Family, LLC

BY: N. Forest Hope

N. FOREST HOPE, MANAGER

STATE OF FLORIDA:

SS:

COUNTY OF ALACHUA:

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by N. Forest Hope, who is personally known to me on this 15 day of September, 2009.

NOTARY PUBLIC



B. THOMAS FAHERTY
MY COMMISSION # DD 826716
EXPIRES: October 27, 2012
Bonded Thru Budget Notary Services

SIGN: B. Thomas Faherty

N & J HOPE FAMILY, LLC
"A" LOT 12

THAT PART OF LOT 12, REPLAT OF PORTION OF TURKEY CREEK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK R, PAGE 66 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 12, REPLAT OF A PORTION OF TURKEY CREEK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK R, PAGE 66 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE N 11°15'01" E ALONG THE WEST LINE OF SAID LOT 12 FOR 115.03 FEET; THENCE N 31°04'22" E FOR 69.90 FEET; THENCE S 46°56'19" E FOR 284.35 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF BAHIA NORTH; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 179.50 FEET; A CENTRAL ANGLE OF 17°14'27" AND A CHORD OF 53.81 FEET THAT BEARS S 45°44'16" W, FOR 54.01 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 12; THENCE N 75°28'20" W ALONG SAID SOUTHERLY LINE FOR 235.26 FEET TO SAID POINT OF BEGINNING.

CONTAINING 30,324 SQUARE FEET OR 0.70 ACRES MORE OR LESS.

N & J HOPE FAMILY, LLC
"B" LOT 1

A part of Lot 1, Turkey Creek Unit No. 2, recorded in plat book "J", page 40, of the public records of Alachua, County, Florida; Lying in the Fernandez Grant, Township 8 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Begin at the Southeast corner of said Lot 1, and run North 31°52'32" East, along the Easterly line of said Lot, 112.22 feet; Thence North 59°21'31" West 206.04 feet to the Easterly right-of-way line of Palmetto Boulevard; said point lying on a curve concave to the Southeast, having a radius of 170.00 feet, a central angle of 16°22'20", and a chord bearing and distance of South 07°05'42" West - 48.41 feet; Thence Southerly along said right-of-way line and said curve, an arc distance of 48.58 feet to a point of reverse curvature, of a concave Northwesterly, having a radius of 230.00 feet, a central angle of 28°17'13", and a chord bearing and distance of South 13°03'09" West - 112.40 feet; Thence Southwesterly along said right-of-way and said curve, on arc distance of 113.55 feet; Thence South 74°01'21" East 155.38 feet to the Point-of-Beginning.

Containing 0.53 Acres more or less.

AGREEMENT

WITNESSETH:

This Agreement is entered into this 31st day of August, 1981, by and between NORWOOD W. HOPE, on his own behalf and on behalf of several Florida corporations which have an ownership interest in the properties hereinafter described, hereinafter collectively referred to as "HOPE", and ARCH W. ROBERTS, hereinafter referred to as "ROBERTS";

WHEREAS, ROBERTS is the owner of that certain tract of land within the Alachua City Limits more particularly described in the Alachua County Tax Rolls as Parcels 5922-00-000 and 5949-02-000 and as relevant herein generally depicted on the map attached as Exhibit 1; and

WHEREAS, HOPE is the owner of that certain tract of land within the Alachua City Limits more particularly described in the Alachua County Tax Rolls as Parcel 5923-00-000 and as relevant herein generally depicted on the attached map; and

WHEREAS, there is an area common to ROBERTS' land and HOPE'S land which the parties wish to acknowledge will remain basically in its natural state during and after development of any of the parties' lands herein described, said area being depicted on the attached map as "Area A"; and

WHEREAS, there is an area common to ROBERTS' land and HOPE'S land which the parties wish to acknowledge will be partially or wholly drained of water during the development of HOPE'S land herein described, said area being depicted on the attached map as "Area B", the purpose of said drainage so that portion of said area which is on HOPE'S land will be filled in to permit normal building construction on HOPE'S portion; and

WHEREAS, the parties wish to formalize their understandings and agreements hereinabove described.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand and acknowledged to be paid, and the mutual covenants and premises herein contained, the parties hereby agree as follows:

1. The parties agree that "Area A" as shown on the attached map will be left substantially in its natural state during and after the development of the surrounding properties.
2. The parties agree that HOPE may drain so much of "Area B" as shown on the attached map as he feels is necessary to dry up that portion of "Area B" on HOPE'S property so that HOPE can fill such portion to permit normal building thereon.
3. This agreement shall be executed in recordable form in the event either party needs to place it of public record.
4. This agreement shall be binding on and shall inure to the benefit of the parties respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first hereinabove written.

Signed, sealed and delivered
in the presence of:

Norwood W. Hope
Shirley H. Edelstein
Arch W. Roberts
Frank McClellan
569533

Norwood W. Hope (SEAL)
Norwood W. Hope

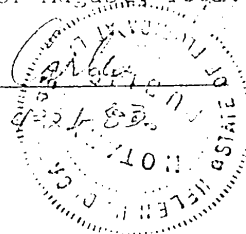
Arch W. Roberts (SEAL)
Arch W. Roberts

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me personally appeared NORWOOD W. HOPE to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 31st day of August, 1981.

Helen H. DeCarlo
Notary Public
My commission expires: 8-21-83



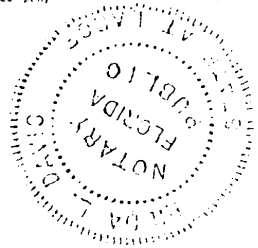
STATE OF FLORIDA
COUNTY OF ALACHUA

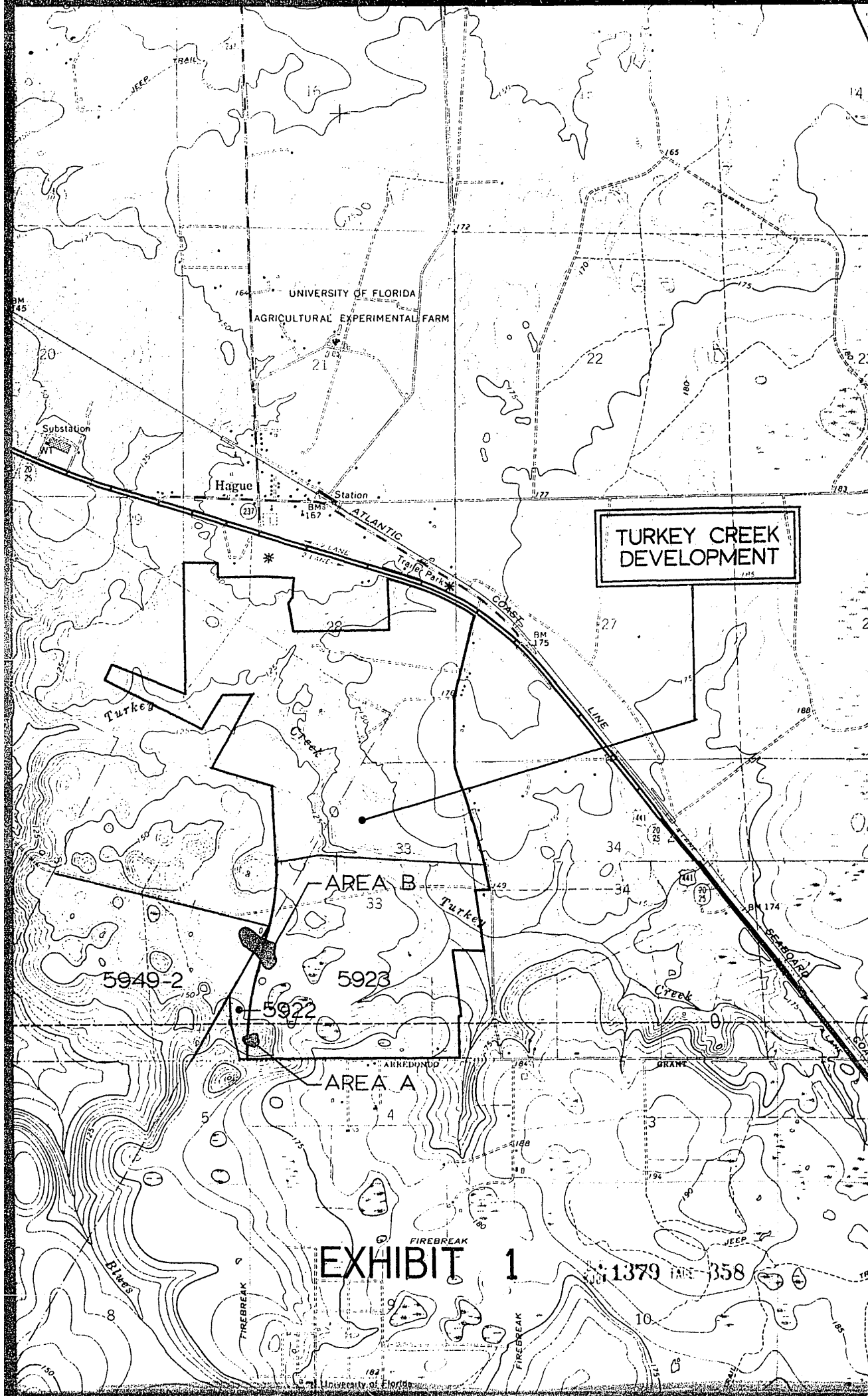
Before me personally appeared ARCH W. ROBERTS to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 31st day of August, 1981.

Hilda L. Davis
Notary Public
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 22, 1983
Bonded By American Fire & Casualty Company





TURKEY CREEK
DEVELOPMENT

AREA B

AREA A

EXHIBIT 1

1379 358

This Quit-Claim Deed, Executed this 28th day of January, A.D. 1983, by
TURKEY CREEK, INC.

a corporation existing under the laws of Florida, and having its principal place of
business at 2208 N. W. 71st Place, Gainesville, Florida 32606
first party, to TURKEY CREEK MASTER OWNERS ASSOCIATION, INC., a Florida
corporation not for profit,
whose postoffice address is 2208 N. W. 71st Place, Gainesville, Florida 32606

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal
representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context
so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of Alachua State of Florida to wit:

That certain real property described in Exhibit "A" attached hereto
and by reference made a part hereof.

Subject to easements, drainage easements, restrictive covenants
and zoning laws existing and/or of record.

DOC. ST. - AMT \$0.45
A. CURTIS POWERS, Clerk of Circuit Court
Alachua County - by *Janet Collins*

FILED
1983 JAN 31 PM 3:11
CLERK CIRCUIT COURT
ALACHUA COUNTY, FLA.

To Have and to Hold the same together with all and singular the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.

In Witness Whereof the said first party has caused these pres-
ents to be executed in its name, and its corporate seal to be hereunto affixed,
by its proper officers thereunto duly authorized, the day and year first above
written.

(CORPORATE SEAL)

ATTEST

A. Bice Hope
A. Bice Hope

Secretary

TURKEY CREEK, INC.

Signed, sealed and delivered in the presence of:

Norwood W. Hope
Shirley H. Edgerton

By

Norwood W. Hope
Norwood W. Hope

President

STATE OF Florida
COUNTY OF Alachua

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements,
personally appeared

Norwood W. Hope and A. Bice Hope

D.R. 1461 PAGE 177

well known to me to be the President and Secretary respectively of the corporation named as first party
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of January, A.D. 1983.

615836

Shirley H. Edgerton
Notary Public

My commission expires: 9-26-86

This instrument prepared by:

Address Norwood W. Hope, Pres.
2208 N. W. 71st Place
Gainesville, Florida 32606

EXHIBIT "A"

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 1 as recorded in Plat Book "J", Pages 2 and 3, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 2 as recorded in Plat Book "J", Page 40, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 3 as recorded in Plat Book "J", Page 58, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 4 as recorded in Plat Book "J", Page 89, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Replat of Turkey Creek Unit No. 5 as recorded in Plat Book "L", Page 22, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 6 as recorded in Plat Book "K", Page 95, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 7 as recorded in Plat Book "L", Page 23, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 8 as recorded in Plat Book "L", Page 24, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 9 as recorded in Plat Book "L", Page 25, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Replat of Turkey Creek Unit No. 9 as recorded in Plat Book "L", Page 42, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 10 as recorded in Plat Book "L", Page 26, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 11 as recorded in Plat Book "L", Page 27, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Replat of Turkey Creek Unit No. 11 as recorded in Plat Book "L", Page 43, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Turkey Creek Unit No. 12 as recorded in Plat Book "L", Page 28, of the Public Records of Alachua County, Florida.

All roadways and common areas as shown on the Plat of Dry Creek as recorded in Plat Book "J", Pages 23, of the Public Records of Alachua County, Florida.

Those properties described in the Easement recorded at O. R. Book 1116, Pages 479 through 486, of the Public Records of Alachua County, Florida.

That property described in that certain Deed recorded in O. R. Book 1392, Pages 509 and 510, of the Public Records of Alachua County, Florida.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned
TURKEY CREEK, INC., as Grantor, in consideration of One Dollar
and other valuable considerations to it in hand paid, receipt
whereof is acknowledged, does hereby grant and convey unto each
and every owner of record of Lots 1 through 44, inclusive, or
any portion thereof, of Turkey Creek Unit No. 2, a subdivision
as per plat thereof as recorded in Plat Book "J", Page 40, of
the Public Records of Alachua County, Florida, as Grantees, and
their successors and/or assigns, a perpetual non-exclusive ease-
ment for the benefit of each owner and the lawful occupants of
the owner's lot and their guests, invitees and domestic help,
and for the benefit of delivery, pickup and fire protection ser-
vices, police and other authorities of the law, mail carriers,
representatives of utilities authorized to serve owner's lot,
and holders of mortgage liens on owner's lot for ingress and
egress over and across the following described property:

A copy of said legal descriptions are attached here-
to, marked Exhibit "A" and Exhibit "B", and by
reference made a part hereof.

EXCEPTIONS: NONE

IN WITNESS WHEREOF, the undersigned, Grantor, has set its
hand and seal this 1st day of February, 1978.

Witnesses:

Helen H. De Carolis

TURKEY CREEK, INC.

By Norwood W. Hope
Norwood W. Hope, President

Charlotte Ann Smith

Attest: Ralph W. Cella, Jr. (SEAL)
Ralph W. Cella, Jr., Secretary

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this
1st day of February, 1978, by Norwood W. Hope
and Ralph W. Cella, Jr., President and Secretary, respectively,
of Turkey Creek, Inc., a Florida corporation, on behalf of the
corporation.

Helen H. De Carolis
Notary Public

My commission expires: 4-21-79

413199

This Instrument Was Prepared By
NORWOOD W. HOPE, President
6600-1 N. W. 22nd St.
Gainesville, Fla.

BOOK 1116 PAGE 47

EXHIBIT "A"

ROAD TO TURKEY CREEK UNIT NO. 1

That part of Section 28, Township 8 South, Range 19 East, Alachua County, Florida, described as follows:

BEGINNING at the Northeast corner of TURKEY CREEK UNIT NO. 1, a subdivision as recorded in Plat Book "J", on pages 2 and 3, in the Public Records of Alachua County, Florida, thence N $88^{\circ}29'14''$ E 1321.83 feet; thence Northeasterly along a curve concave Northwesterly, having a radius of 100.00 feet, a central angle of $72^{\circ}34'14''$, an arc of 126.66 feet, a chord of 118.36 feet, and a chord bearing of N $52^{\circ}12'07''$ E; thence N $15^{\circ}55'00''$ E 78.29 feet; thence Northeasterly along a curve, concave Southeasterly, having a radius of 175.00 feet, a central angle of $90^{\circ}00'00''$, an arc of 274.89 feet, a chord of 247.49 feet, and a chord bearing of N $60^{\circ}55'00''$ E; thence S $74^{\circ}05'00''$ E 57.93 feet; thence Northeasterly along a curve concave Northwesterly having a radius of 40.00 feet, a central angle of $93^{\circ}09'40''$, an arc of 65.04 feet, a chord of 58.11 feet, and a chord bearing of N $59^{\circ}20'10''$ E; thence Northerly along a curve concave Westerly, having a radius of 1400.00 feet, a central angle of $6^{\circ}45'20''$, an arc of 165.07 feet, a chord of 164.97 feet, and a chord bearing of N $9^{\circ}22'40''$ E; thence N $6^{\circ}00'00''$ E 182.00 feet; thence Northerly along a curve concave Easterly, having a radius of 850.00 feet, a central angle of $12^{\circ}39'20''$, an arc of 187.75 feet, a chord of 183.37 feet, and a chord bearing of N $12^{\circ}19'40''$ E, to the Southwesterly right-of-way line of U.S. Route 441; thence Southeasterly along said right-of-way line, being a curve, concave Southwesterly, having a radius of 5579.58 feet, a central angle of $1^{\circ}04'43''$; an arc of 105.04 feet, a chord of 105.04 feet, and a chord bearing of S $69^{\circ}43'50''$ E; thence Southerly along a curve concave Easterly, having a radius of 745.00 feet, a central angle of $12^{\circ}25'41''$, an arc of 161.60 feet, a chord of 161.28 feet, and a chord bearing of S $12^{\circ}12'50''$ W; thence S $6^{\circ}00'00''$ W 182.00 feet; thence Southerly along a curve concave Westerly, having a radius of 1505.00 feet, a central angle of $9^{\circ}55'00''$, an arc of 260.48 feet, a chord of 260.16 feet, and a chord bearing of S $10^{\circ}57'30''$ W; thence S $15^{\circ}55'00''$ W 65.00 feet; thence N $74^{\circ}05'00''$ W 205.00 feet; thence Southwesterly along a curve concave Southeasterly, having a radius of 115.00 feet, a central angle of $90^{\circ}00'00''$, an arc of 180.64 feet,

EXHIBIT "A"
Page 2

- 2 -

a chord of 162.63 feet, and a chord bearing of S 60°55'00" W;
thence S 15°55'00" W 38.29 feet; thence Southwesterly along a
curve concave Northwesterly, having a radius of 160.00 feet, a
central angle of 72°34'14", an arc of 202.66 feet, a chord of 189.38
feet, and a chord bearing of S 52°12'07" W; thence S 88°29'14" W
1321.83 feet; thence N 1°30'46" W 60.00 feet to the Point of
Beginning. Containing 4.15 acres more or less.

Prepared By.

N. W., INC.
Thomas F. Jackson
P.L.S.

January 30, 1978

LEGAL DESCRIPTION

INGRESS AND EGRESS EASEMENT

TO TURKEY CREEK UNIT 2

Being a portion of Section 28, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows:

Commence at the Northeast corner of TURKEY CREEK UNIT NO. 1 as recorded in Plat Book "J", at Pages 2 and 3, of the Public Records of Alachua County, Florida; thence South $1^{\circ}30'46''$ East for 60.00 feet; thence North $88^{\circ}29'14''$ East for 1321.83 feet to the Point of Curvature, also, being the Point of Beginning; thence Northeasterly along a curve, concave Northwesterly having a radius of 160.00 feet, a central angle of $72^{\circ}34'14''$, an arc distance of 202.66 feet, a chord of 189.38 feet and a chord bearing of North $52^{\circ}12'07''$ East; thence South $15^{\circ}55'00''$ West for 115.71 feet; thence South $88^{\circ}29'14''$ West for 10.48 feet; thence South $15^{\circ}55'00''$ West for 156.14 feet to a Point of Curvature; thence Southwesterly along a curve, concave Northwesterly, having a radius of 320.00 feet, a central angle of $32^{\circ}33'30''$, an arc distance of 181.84 feet, a chord of 179.40 feet and a chord bearing of South $32^{\circ}11'45''$ West to a Point of Tangency; thence South $48^{\circ}28'30''$ West for 203.17 feet to a Point of Curvature; thence Southwesterly along a curve, concave Northwesterly, having a radius of 520.00 feet, a central angle of $13^{\circ}48'00''$, an arc distance of 125.24 feet, a chord of 124.94 feet and a chord bearing of South $55^{\circ}22'30''$ West to a Point of Tangency; thence South $62^{\circ}16'30''$ West for 148.91 feet to a Point of Curvature; thence Southwesterly along a curve, concave Southeasterly, having a radius of 192.30 feet, a central angle of $12^{\circ}27'15''$; an arc distance of 41.80 feet, a chord of 41.72 feet and a chord bearing of South $56^{\circ}02'53''$ West; thence North $43^{\circ}15'23''$ West for 40.05 feet; thence Northeasterly along a curve concave Southeasterly, having a radius of 232.30 feet, a central angle of $12^{\circ}59'04''$, an arc distance of 52.64 feet, a chord of 52.53 feet and a chord bearing of North $55^{\circ}47'58''$ East to a Point of Tangency; thence North $62^{\circ}16'30''$ East for 148.91 feet to a Point of Curvature; thence Northeasterly along a curve, concave Northwesterly, having a radius of 480.00 feet, a central angle of $13^{\circ}48'00''$, an arc distance of 115.61 feet, a chord of 115.33 feet and a chord bearing of North $55^{\circ}22'30''$

EXHIBIT "B"
Page 2

East to a Point of Tangency; thence North $48^{\circ}28'30''$ East for 203.17 feet to a Point of Curvature; thence Northeasterly along a curve, concave Northwesterly having a radius of 280.00 feet, a central angle of $32^{\circ}33'30''$, an arc distance of 159.11 feet, a chord of 156.98 feet and a chord bearing of North $32^{\circ}11'45''$ East to a Point of Tangency; thence North $15^{\circ}55'00''$ East for 143.58 feet, thence South $88^{\circ}29'14''$ West for 63.31 feet to the Point of Beginning, lying and being in Alachua County, Florida, and containing 0.82 acres more or less.

Prepared By

N. W., INC.
Thomas F. Jackson
P.L.S.

November 22, 1977

EASEMENT

FILED

1978 FEB -1 PM 2:34

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, GRANTOR, TURKEY CREEK, INC., a Florida corporation, as Grantor, in consideration of One Dollar and other valuable considerations to it in hand paid, receipt whereof is acknowledged, does hereby grant and convey unto TURKEY CREEK, INC., a Florida corporation, TURKEY CREEK GOLF AND RACQUET CLUB, LTD., a limited partnership, TURKEY CREEK CABLE T.V., LTD., a limited partnership, and TURKEY CREEK UTILITIES, LTD., a limited partnership, whose post office addresses are 6600-1 N. W. 22nd Street, Gainesville, Florida, 32601, as Grantees, their successors, assigns, guests, members and/or invitees, a perpetual non-exclusive easement on, above, below and across the following described property for the purposes of ingress and egress; paving, road rights-of-way; all utilities, including but not limited to cable television; drainage; recreation and recreational facilities, and any and all other purposes:

A copy of said legal descriptions are attached hereto, marked Exhibit "A", Exhibit "B" and Exhibit "C", and by reference made a part hereof.

EXCEPTIONS: NONE

IN WITNESS WHEREOF, the undersigned, Grantor, has set its hand and seal this 1st day of February, 1978.

Witnesses:

Helen H. De Carolis
Charlotte Ann Smith

TURKEY CREEK, INC.

By Norwood W. Hope (SEAL)
Norwood W. Hope, President

Attest: Ralph W. Cellon, Jr. (SEAL)
Ralph W. Cellon, Jr.,
Secretary

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 1st day of February, 1978, by Norwood W. Hope and Ralph W. Cellon, Jr., President and Secretary, respectively, of Turkey Creek, Inc., a Florida corporation, on behalf of said corporation.

Helen H. De Carolis
Notary Public

My commission expires: 4-21-79

This Instrument Was Prepared By
NORWOOD W. HOPE, President
6600-1 N. W. 22nd St.
Gainesville, Fla. 32605

ROAD TO TURKEY CREEK UNIT NO. 1

That part of Section 28, Township 8 South, Range 19 East,
Alachua County, Florida, described as follows:

BEGINNING at the Northeast corner of TURKEY CREEK UNIT NO. 1,
a subdivision as recorded in Plat Book "J", on pages 2 and 3, in
the Public Records of Alachua County, Florida, thence N $88^{\circ}29'14''$ E
1321.83 feet; thence Northeasterly along a curve concave Northwesterly,
having a radius of 100.00 feet, a central angle of $72^{\circ}34'14''$, an arc
of 126.66 feet, a chord of 118.36 feet, and a chord bearing of N 57°
 $12'07''$ E; thence N $15^{\circ}55'00''$ E 78.29 feet; thence Northeasterly along
a curve, concave Southeasterly, having a radius of 175.00 feet, a
central angle of $90^{\circ}00'00''$, an arc of 274.89 feet, a chord of 247.49
feet, and a chord bearing of N $60^{\circ}55'00''$ E; thence S $74^{\circ}05'00''$ E
57.93 feet; thence Northeasterly along a curve concave Northwesterly
having a radius of 40.00 feet, a central angle of $93^{\circ}09'40''$, an arc
of 65.04 feet, a chord of 58.11 feet, and a chord bearing of N $59^{\circ}20'$
 $10''$ E; thence Northerly along a curve concave Westerly, having a radius
of 1400.00 feet, a central angle of $6^{\circ}45'20''$, an arc of 165.07 feet,
a chord of 164.97 feet, and a chord bearing of N $9^{\circ}22'40''$ E; thence
N $6^{\circ}00'00''$ E 182.00 feet; thence Northerly along a curve concave
Easterly, having a radius of 850.00 feet, a central angle of $12^{\circ}39'$
 $20''$, an arc of 187.75 feet, a chord of 183.37 feet, and a chord
bearing of N $12^{\circ}19'40''$ E, to the Southwesterly right-of-way line of
U.S. Route 441; thence Southeasterly along said right-of-way line,
being a curve, concave Southwesterly, having a radius of 5579.58 feet,
a central angle of $1^{\circ}04'43''$; an arc of 105.04 feet, a chord of 105.00
feet, and a chord bearing of S $69^{\circ}43'50''$ E; thence Southerly along
a curve concave Easterly, having a radius of 745.00 feet, a central
angle of $12^{\circ}25'41''$, an arc of 161.60 feet, a chord of 161.28 feet,
and a chord bearing of S $12^{\circ}12'50''$ W; thence S $6^{\circ}00'00''$ W 182.00 feet;
thence Southerly along a curve concave Westerly, having a radius of
1505.00 feet, a central angle of $9^{\circ}55'00''$, an arc of 260.48 feet, a
chord of 260.16 feet, and a chord bearing of S $10^{\circ}57'30''$ W; thence
S $15^{\circ}55'00''$ W 65.00 feet; thence N $74^{\circ}05'00''$ W 205.00 feet; thence
Southwesterly along a curve concave Southeasterly, having a radius
of 115.00 feet, a central angle of $90^{\circ}00'00''$, an arc of 180.64 feet,

a chord of 162.63 feet, and a chord bearing of S 60°55'00" W;
thence S 15°55'00" W 38.29 feet; thence Southwesterly along a
curve concave Northwesterly, having a radius of 160.00 feet, a
central angle of 72°34'14", an arc of 202.66 feet, a chord of 189.38
feet, and a chord bearing of S 52°12'07" W; thence S 88°29'14" W
1321.83 feet; thence N 1°30'46" W 60.00 feet to the Point of
Beginning. Containing 4.15 acres more or less.

Prepared By

N. W., INC.
Thomas F. Jackson
P.L.S.

January 30, 1978

EXHIBIT "B"

LEGAL DESCRIPTION

INGRESS AND EGRESS EASEMENT

TO TURKEY CREEK UNIT 2

Being a portion of Section 28, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows:

Commence at the Northeast corner of TURKEY CREEK UNIT NO. 1 as recorded in Plat Book "J", at Pages 2 and 3, of the Public Records of Alachua County, Florida; thence South $1^{\circ}30'46''$ East for 60.00 feet; thence North $88^{\circ}29'14''$ East for 1321.83 feet to the Point of Curvature, also, being the Point of Beginning; thence Northeasterly along a curve, concave Northwesterly having a radius of 160.00 feet, a central angle of $72^{\circ}34'14''$, an arc distance of 202.66 feet, a chord of 189.38 feet and a chord bearing of North $52^{\circ}12'07''$ East; thence South $15^{\circ}55'00''$ West for 115.71 feet; thence South $88^{\circ}29'14''$ West for 10.48 feet; thence South $15^{\circ}55'00''$ West for 156.14 feet to a Point of Curvature; thence Southwesterly along a curve, concave Northwesterly, having a radius of 320.00 feet, a central angle of $32^{\circ}33'30''$, an arc distance of 181.84 feet, a chord of 179.40 feet and a chord bearing of South $32^{\circ}11'45''$ West to a Point of Tangency; thence South $48^{\circ}28'30''$ West for 203.17 feet to a Point of Curvature; thence Southwesterly along a curve, concave Northwesterly, having a radius of 520.00 feet, a central angle of $13^{\circ}48'00''$, an arc distance of 125.24 feet, a chord of 124.94 feet and a chord bearing of South $55^{\circ}22'30''$ West to a Point of Tangency; thence South $62^{\circ}16'30''$ West for 148.91 feet to a Point of Curvature; thence Southwesterly along a curve, concave Southeasterly, having a radius of 192.30 feet, a central angle of $12^{\circ}27'15''$; an arc distance of 41.80 feet, a chord of 41.72 feet and a chord bearing of South $56^{\circ}02'53''$ West; thence North $43^{\circ}15'23''$ West for 40.05 feet; thence Northeasterly along a curve concave Southeasterly, having a radius of 232.30 feet, a central angle of $12^{\circ}59'04''$, an arc distance of 52.64 feet, a chord of 52.53 feet and a chord bearing of North $55^{\circ}47'58''$ East to a Point of Tangency; thence North $62^{\circ}16'30''$ East for 148.91 feet to a Point of Curvature; thence Northeasterly along a curve, concave Northwesterly, having a radius of 480.00 feet, a central angle of $13^{\circ}48'00''$, an arc distance of 115.61 feet, a chord of 115.33 feet and a chord bearing of North $55^{\circ}22'30''$

East to a Point of Tangency; thence North $48^{\circ}28'30''$ East for 203.17 feet to a Point of Curvature; thence Northeasterly along a curve, concave Northwesternly having a radius of 280.00 feet, a central angle of $32^{\circ}33'30''$, an arc distance of 159.11 feet, a chord of 156.98 feet and a chord bearing of North $32^{\circ}11'45''$ East to a Point of Tangency; thence North $15^{\circ}55'00''$ East for 143.58 feet, thence South $88^{\circ}29'14''$ West for 63.31 feet to the Point of Beginning, lying and being in Alachua County, Florida, and containing 0.82 acres more or less.

Prepared By
N. W., INC.
Thomas F. Jackson
P.L.S.

November 22, 1977

EXHIBIT "C"

LEGAL DESCRIPTION

TURKEY CREEK BOULEVARD

That part of Sections 28, and 33, Township 8 South, Range 19 East, Alachua County, Florida, described as follows:

Commencing at the Northwest corner of said Section 28, thence S. $0^{\circ}42'41''$ E. along the West line of said Section 28 and its Southerly prolongation for 3957.18 feet; thence N. $67^{\circ}40'13''$ W. for 1592.95 feet; thence S. $23^{\circ}27'51''$ W. for 344.99 feet; thence S. $62^{\circ}33'35''$ E. for 2179.30 feet; thence N. $29^{\circ}51'51''$ E. for 834.23 feet; thence N. $89^{\circ}12'04''$ E. for 594.00 feet; thence S. $29^{\circ}14'16''$ W. for 1718.81 feet; thence S. $73^{\circ}34'38''$ E. for 1283.55 feet; thence S. $2^{\circ}51'21''$ E. for 1560.00 feet; thence N. $76^{\circ}38'33''$ E. for 726.26 feet; thence S. $85^{\circ}00'00''$ E. for 2590.00 feet; thence S. $68^{\circ}20'00''$ E. for 235.00 feet to the Point of Beginning; thence Northerly along a curve, concave Westerly, have a radius of 905.00 feet, a central angle of $39^{\circ}40'00''$, an arc of 626.54 feet, a chord of 614.11 feet and a chord bearing of N. $1^{\circ}50'00''$ E. to a Point of Compound Curvature; thence Northerly along a curve, concave Westerly, have a radius of 2705.00 feet, a central angle of $14^{\circ}20'00''$, an arc of 676.69 feet, a chord of 674.93 feet and a chord bearing of N. $25^{\circ}10'00''$ W. to a Point of Tangency; thence N. $32^{\circ}20'00''$ W. for 606.00 feet to a Point of Curvature; thence Northerly along a curve, concave Easterly, having a radius of 1995.00 feet, a central angle of $35^{\circ}55'00''$, an arc of 1250.59 feet, a chord of 1230.22 feet and a chord bearing of N. $14^{\circ}22'30''$ W. to a Point of Tangency; thence N. $3^{\circ}35'00''$ E. for 387.00 feet to a Point of Curvature; thence Northerly along a curve, concave Easterly, having a radius of 4005.00 feet, a central angle of $5^{\circ}50'00''$, an arc of 407.75 feet, a chord of 407.58 feet and a chord bearing of N. $0^{\circ}40'00''$ E. to a Point of Tangency; thence N. $2^{\circ}15'00''$ W. for 358.00 feet to a Point of Curvature; thence Northerly along a curve concave Easterly; have a radius of 2395.00 feet a central angle of $18^{\circ}10'00''$; an arc of 759.38 feet, a chord of 756.20 feet and a chord bearing of N. $6^{\circ}50'00''$ E. to a Point of Tangency; thence

N 15°55'00" E for 275.00 feet to a Point of Curvature; thence Northerly along a curve, concave Westerly, have a radius of 1505.00 feet, a central angle of 9°55'00", an arc of 260.48 feet, a chord of 260.16 feet and a chord bearing of N 10°57'30" E to a Point of Tangency; thence N 6°00'00" E for 182.00 feet to a Point of Curvature; thence Northerly along a curve, concave Easterly, have a radius of 745.00 feet, a central angle of 12°25'41", an arc of 161.60 feet, a chord of 161.28 feet and a chord bearing of N 12°12'50" E to a Point on the Southwesterly right-of-way line of U.S. 441; thence Northwesterly along said Southwesterly right-of-way line, being a curve, concave Southwesterly, having a radius of 5579.58 feet, a central angle of 1°04'43", an arc of 105.04 feet, a chord of 105.04 feet, and a chord bearing of N 69°43'50" W; thence Southerly along a curve, concave Easterly, have a radius of 850.00 feet, a central angle of 12°39'20", an arc of 187.75 feet, a chord of 187.37 feet and a chord bearing of S 12°19'40" W to a Point of Tangency; thence S. 6°00'00" W for 182.00 feet to a Point of Curvature; thence Southerly along a curve, concave Westerly, have a radius of 1400.00 feet, a central angle of 9°55'00", an arc of 242.31 feet, a chord of 242.01 feet and a chord bearing of S 10°57'30" W to a Point of Tangency; thence S 15°55'00" W for 275.00 feet to a Point of Curvature; thence Southerly along a curve concave Easterly, having a radius of 2500.00 feet, a central angle of 18°10'00", an arc of 792.67 feet, a chord of 789.35 feet and a chord bearing of S 6°50'00" W to a Point of Tangency; thence S 2°15'00" E for 358.00 feet to a Point of Curvature; thence Southerly along a curve, concave westerly, have a radius of 3900.00 feet, a central angle of 5°50'00", an arc of 397.06 feet, a chord of 396.89 feet and a chord bearing of S 0°40'00" W to a Point of Tangency; thence S. 3°35'00" W, for 387.00 feet to a Point of Curvature; thence Southerly along a curve, concave Easterly, have a radius of 2100.00 feet, a central angle of 35°55'00", an arc of 1316.41 feet, a chord of 1294.97 feet and a chord bearing of S 14°20'30" E to a Point of Tangency, thence S. 32°20'00" E. for 606.00 feet to a Point of Curvature; thence Southerly along a curve, concave Westerly, having a radius of 2600.00 feet, a central angle of 14°20'00", an arc of 650.43 feet, a chord

EXHIBIT "C"
Page 3

of 648.73 feet and a chord bearing of S. $25^{\circ}10'00''$ E. to a Point of Compound Curvature; thence Southerly along a curve, concave Westerly, having a radius of 800.00 feet, a central angle of $39^{\circ}40'00''$, an arc of 553.85 feet, a chord of 542.86 feet, and a chord bearing of S. $1^{\circ}50'00''$ W.; thence S $68^{\circ}20'00''$ East for 105.00 feet to the Point of Beginning, lying and being in Alachua County, Florida. Containing 13.48 acres more or less.

Prepared by:

N.W., INC.
Thomas F. Jackson
P. L.S.

January 27, 1978

FILED

EASEMENT

1978 FEB -1 PM 2:35

CLERK CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, F.A. TURKEY CREEK, INC., a Florida corporation, as Grantor, in consideration of One Dollar and other valuable considerations to it in hand paid, receipt whereof is acknowledged, does hereby grant and convey unto TURKEY CREEK, INC., a Florida corporation, TURKEY CREEK GOLF AND RACQUET CLUB, LTD., a limited partnership, TURKEY CREEK CABLE T.V., LTD., a limited partnership, and TURKEY CREEK UTILITIES, LTD., a limited partnership, whose post office addresses are 6600-1 N. W. 22nd Street, Gainesville, Florida, 32601, as Grantees, their successors, assigns, guests, members and/or invitees, a perpetual non-exclusive easement on, above, below and across the following described property for the purposes of ingress and egress; paving, road rights-of-way; all utilities, including but not limited to cable television; drainage; recreation and recreational facilities, and any and all other purposes:

All road rights-of-way and common areas as shown on the plat of Turkey Creek Unit No. 2, as recorded in Plat Book "J", Page 40, of the Public Records of Alachua County, Florida, and any areas of Lots 1 through 44, inclusive, of the aforesaid plat which may be designated common areas or limited common areas at a future date.

EXCEPTIONS: NONE

IN WITNESS WHEREOF, the undersigned, Grantor, has set its hand and seal this 1st day of February, 1978.

Witnesses:

Helen H. De Carolis

Charlotte Ann Smith

TURKEY CREEK, INC.

By Norwood W. Hope (SEAL)
Norwood W. Hope, President

Attest: Ralph W. Cellon, Jr. (SEAL)
Ralph W. Cellon, Jr.,
Secretary

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 1st day of February, 1978, by Norwood W. Hope and Ralph W. Cellon, Jr., President and Secretary, respectively, of Turkey Creek, Inc., a Florida corporation, on behalf of said corporation.

Helen H. De Carolis
Notary Public

My commission expires: 4-21-79

This Instrument Was Prepared By
NORWOOD W. HOPE, President
6600-1 N. W. 22nd St.
Gainesville, Fla. 32609

41:5201

C.P. 1116 PAGE 487

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, TURKEY CREEK, INC., a Florida corporation, in consideration of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid, receipt whereof is acknowledged, does hereby grant and convey unto Turkey Creek, Inc. and Family Diner, Inc., whose address is 158 Turkey Creek, Alachua, FL 32615, as Grantees, their successors, assigns, guests and/or invitees, a perpetual non-exclusive easement to the extent of 7-1/2' on either side of any existing utility, including but not limited to water and sewer, electric, telephone, cable T.V., together with all valves, junctions boxes, transformers, switch gear, connection boxes, manholes, etc., on all properties owned by Grantee in the Turkey Creek Project, including but not limited to Turkey Creek Golf & Racquet Club, for the purposes of ingress and egress and to maintain and repair said existing utilities.

EXCEPTIONS: NONE

IN WITNESS WHEREOF, the undersigned, Grantor, has set its hand and seal this 7th day of November 1991.

Witnesses:

TURKEY CREEK, INC.

B. Thomas Robert
Henry H. De Cole

By Norwood W. Hope
Norwood W. Hope, President
Attest: N. Forest Hope
N. Forest Hope, Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me, the undersigned authority, by Norwood W. Hope and N. Forest Hope, President and Secretary, respectively, of Turkey Creek, Inc., a Florida corporation, this 7th day of November 1991.

Henry H. De Cole
Notary Public

Doc. St. Amt. \$ - 0 -
A. Curtis Powers, Clerk of Circuit Court
Alachua County - By

My commission expires: 3-31-95

This instrument was prepared by:

Norwood W. Hope, Pres.
158 Turkey Creek
Alachua, FL 32615

RECORDED
OFFICIAL RECORDS
91 NOV 13 AM 11:02
CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL.

1101643

O.R. 1834 PG0271

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Easement No. U-E- 134-93
Page 1 of 3

FILED
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Doc. St. Amt. \$0.70
J.K. "Buddy" Irby, Clerk of Circuit Court
Alachua County - By *Gene B. White*

EASEMENT

COUNTY COURT
ALACHUA COUNTY, FL.

THIS EASEMENT, made this 12th day of September, 1994, by **TURKEY CREEK MASTER OWNERS ASSOCIATION, INC.**, whose address is 2631 N.W. 41st Street, Suite E-1 Alachua, Florida, 32615 Grantor, and **CITY OF GAINESVILLE, Florida**, a municipal corporation, whose post office address is P. O. Box 490, Gainesville, FL 32602, Grantee,

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by Grantee, 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 perpetual easement for the purpose of constructing, operating and maintaining public utilities over, under, upon and through the following described property in Alachua County, Florida, to wit:

ALL OF THE STREETS, PUBLIC OR PRIVATE IN TURKEY CREEK UNITS 1 THROUGH 14 AS RECORDED IN PLAT BOOKS J-2, J-3, J-40, J-58, J-89, K-53, K-95, L-22, L-23, L-24, L-25, L-26, L-27, L-28, L-42, L-43, L-94, M-75, M-100, O-40, O-41, O-42, O-43, O-44 AND P-3 BEING A PORTION OF THE FERNANDEZ GRANT AND SECTIONS 28 AND 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA AS RECORDED IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND DEPICTED BY EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This easement is subject to the following conditions:

Specific areas of the streets which will be affected by construction to be mutually agreed upon by Turkey Creek Master Owners Association, Inc. and Gainesville Regional Utilities prior to installation of utility.

The parties hereto acknowledge and understand that the grant of the easement for public utilities is a blanket grant over, under, upon and through certain **STREETS** being developed by the Grantor as Turkey Creek Units 1 through 14 located at 3500 Turkey Creek Boulevard, Alachua, Florida. Grantee shall, upon request, furnish to the Grantor as-built plans and drawings which reflect the location of all of the utilities so installed. Grantee further agrees that the Grantor may, but shall not be obliged to, survey such locations of utilities and provide a metes and bounds description thereof for an easement measuring ten (10) feet for gas facilities, on both sides of the middle of the applicable installed utilities facilities, and that the Grantor may then grant to the Grantee an easement as to such descriptions for public utilities in lieu of the blanket easement described herein. The Grantee further agrees to execute any and all documents necessary to effect this understanding and the subsequent release of its blanket easement.

The Grantor and Grantee agree and understand that they shall not cause any public utilities (or any easements as may be later specifically identified and described) to be located under any buildings.

The Grantor, its successors and assigns, agrees to not cause any permanent structure to be located in a defined area within ten (10) feet for gas facility, or cause an encroachment, which will unreasonably interfere with the Grantee's use of any such defined area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns,
forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed under
seal on the day and year aforesaid.

Signed, sealed and delivered
in our presence as witnesses:

TURKEY CREEK MASTER
OWNERS ASSOCIATION, INC.

[Signature]
Print Name: JP Jordan's Turkey

[Signature]
Print Name: Beverly K Smith

[Signature]
Richard Karr, President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 12th day of September,
1994, by Richard Karr, President of Turkey Creek Master Owners Association, Inc. a Florida
corporation, on behalf of the corporation. He is personally known to me or has produced
person as identification.

[Signature]
Print Name: PEGGY A. ARNOLD
Notary Public, State of Florida



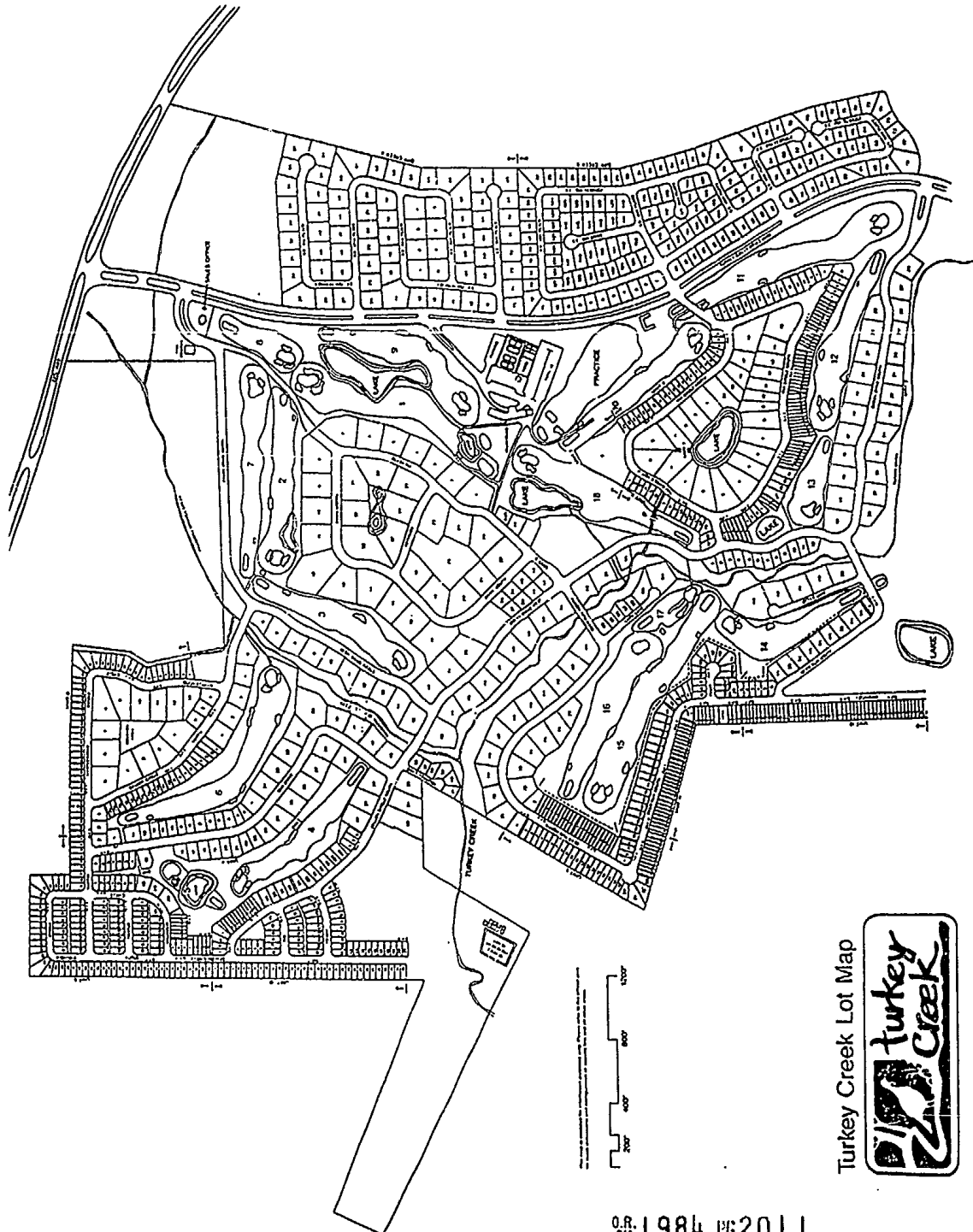
MY COMMISSION # 00240652 EXPIRES
November 4, 1995
BONDED THROUGH FAIR INSURANCE, INC.

This Instrument Prepared By:
Sandra R. Marchman
Senior Right-of-Way Agent
Real Estate Division
Gainesville Regional Utilities
P.O. Box 147117, Sta. A130
Gainesville, FL 32614-7117

Approved as to Form and Legality

By: [Signature]
Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, Florida

EXHIBIT "A"



RECORDED IN OFFICIAL RECORDS²
INSTRUMENT # 1707543 2 PGS

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Easement No: _____
Page 1 of 2

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK4 Receipt#02B942

EASEMENT

Doc Stamp-Deed: . 0.70
By: Karen Kenniston D.C.

THIS EASEMENT, made this 14th day of September, 2000, by
TURKEY CREEK MASTER OWNERS ASSOCIATION, INC., whose address is
90 2830 NW 41st Street #F Gainesville FL 32606 Grantor, and CoxCom Inc, d/b/a Cox
Communications Gainesville/Ocala, whose address is 6020 NW 43rd Street, Gainesville, Fl.
32653. 

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by Grantee, 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 perpetual easement for the purpose of constructing, operating and maintaining cable television over, under, upon and through the following described property in Alachua County, Florida, to wit:

ALL OF THE STREETS, PUBLIC OR PRIVATE IN TURKEY CREEK UNITS 1 THROUGH 14 AND ALL NEW AND FUTURE UNITS, AS RECORDED IN PLAT BOOKS J-2, J-3, J-40, J-58, J-89, K-53, K-95; L-22, L-23, L-24, L-25, L-26, L-27, L-28, L-42, L-43, L-94, M-75, M-100, O-40, O-41, O-42, O-43, O-44 AND P-3 BEING A PORTION OF THE FERNANDEZ GRANT AND SECTIONS 28 AND 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA AS RECORDED IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND DEPICTED BY EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This easement is subject to the following conditions:

The parties hereto acknowledge and understand that the grant of the easement for Cox Communications is a blanket grant over, under, upon and through all STREETS in Turkey Creek Units 1 through 14 and future units located at 3500 Turkey Creek Boulevard, Alachua, Florida. Grantee shall furnish to the Grantor as-built plans and drawings which reflect the location of all of the utilities so installed. Grantee further agrees that the Grantor may, but shall not be obliged to, survey such locations of utilities and provide an easement measuring fifteen (15) feet wide for Cox Communications facilities on both sides of the all roadways from edge of pavement of the applicable installed utilities facilities. The Grantee further agrees to execute any and all documents necessary to effect this understanding and the subsequent release of its blanket easement.

The Grantor and Grantee agree and understand that the Grantee shall not cause any public utilities (or any easements as may be later specifically identified and described) to be located under any buildings. Grantee agrees to restore private property and public thoroughfares as close as possible to their original condition in a reasonable time.

The Grantor, its successors and assigns, agrees to not cause any permanent structure to be located in a defined area within fifteen (15) feet for Cox Communications facility, or cause an encroachment, which will unreasonably interfere with the Grantee's use of any such defined area.

Easement No: _____

Page 2 of 2

The Grantee agrees to grant within the easement the right to cross over, through or parallel the said streets in Turkey Creek as may be needed to add, continue or create other public utilities.

The Grantee acknowledges that other public utilities may exist within the said easement, and if said utilities are damaged by the Grantee they will be replaced or repaired immediately, or as soon as possible, upon discovery at no cost to the Grantor or the damaged utility company if said utility has provided proper locates.

Grantor warrants that it has the right to convey and grant said easement to Grantee.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered

In our presence as witnesses"

TURKEY CREEK MASTER

OWNERS ASSOCIATION, INC.

James R. Mauldin

President

Daniel B. Rhine
Print Name: DANIEL B. RHINE

Donna S. Holland

Print Name: Donna Holland

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 14 day of September 2000, by Jones Mauldin President of Turkey Creek Master Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Nancy Lynn Maryhew

Print Name

Notary Public, State of Florida

NANCY LYNN MARYHEW
Notary Public - State of Florida
My Commission Expires Jan 30, 2001
Commission # CC617680

2400

OFFICE OF THE CLERK
94 JUL 19 AM 10:58
ALACHUA COUNTY, FL.

RETURN TO

RESOLUTION NO. R-94-12

A RESOLUTION OF THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA; IMPLEMENTING THE PROVISIONS OF CITY OF ALACHUA RESOLUTION NO. R-82-15 RELATING TO THE TURKEY CREEK DEVELOPMENT OR REGIONAL IMPACT DEVELOPMENT ORDER; PROVIDING FOR THE LEVYING OF AN IMPACT FEE FUND AND SPECIAL ASSESSMENT AS REQUIRED BY THE DEVELOPMENT ORDER; DESIGNATING THE LOTS UPON WHICH THE SPECIAL ASSESSMENT IS BEING HEREBY LEVIED AND UPON WHICH THE IMPACT FEE LIEN IS BEING HEREBY ATTACHED; PROVIDING FOR A PAYMENT SCHEDULE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR ADDITIONAL IMPLEMENTING RESOLUTIONS WHEN ADDITIONAL PROPERTIES ARE MADE SUBJECT TO THE ASSESSMENT AND LIEN AS SPECIFIED IN THE DEVELOPMENT ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 15, 1982, the City of Alachua City Commission duly adopted Resolution No. R-82-15 which constitutes the final Development Order for the Turkey Creek subdivision under the provisions of and in accordance with Chapter 380, Florida Statutes, regulating Developments of Regional Impact; and

WHEREAS, said Development Order provides for the levying of a special assessment by the City upon 3,000 potential dwelling units within the Turkey Creek development, which properties were to be designated by the developer and owner thereof; and

WHEREAS, more than one half of the land within the Turkey Creek subdivision has been developed but only 560 of the 3,000 dwelling units have been designated by the owner developer for imposition of the impact fee.

WHEREAS, under the Master Plan for the Turkey Creek Planned Unit Development there will not be 2,440 dwelling units available for development in the remaining undeveloped portions of Turkey Creek.

1281085

O.R.
BK 1973 160252

Resolution No. R-94-12

Page Two

WHEREAS, unless all the unplatted portions of Turkey Creek subdivision and the re-platted portions, on which the impact fee was not assessed, are not assessed the impact fee, then the city will not realize the promised \$1,860,000.00 pledged by the owner applicant in the Turkey Creek Development Order.

WHEREAS, for the above reasons it is no longer necessary for the owner developer to designate particular lots to be assessed.

WHEREAS, the Development Order called for the impact fee to attach 30 days after platting for units not platted on the effective date of the Development Order (October 27, 1982).

WHEREAS, on June 9, 1994 the plat known as REPLAT OF A PORTION OF TURKEY CREEK UNIT 2 was filed in the Official Records of Alachua County, Florida in Plat Book "R" , Page 66.

BE IT RESOLVED BY THE CITY COMMISSION OF ALACHUA, FLORIDA, AS FOLLOWS:

1. There is hereby levied by the City of Alachua a special assessment for the purpose of an impact fee fund as specified in paragraph (10) of Exhibit B to the Turkey Creek Development Order (City Resolution No, R-82-15), the provisions of which are incorporated herein by reference.

2. Lots one through fourteen and sixteen through thirty eight of the subdivision known as A REPLAT OF A PORTION OF TURKEY CREEK UNIT NO. 2 according to the plat recorded in plat book "R" at page 66 of the public records of Alachua County, Florida are hereby subjected to this assessment in the amount of \$619.99 per lot, and

O.R. 1973 PG0253
BK

Resolution No. R-94-12

Page Three

the City shall have a lien on each such lot for that sum plus interest at the rate of 15% per annum until it is paid in full.

3. The lien shall be effective as of July 9, 1994, and interest shall accrue from said date.

4. Payment of the full amount (plus accrued interest) may be made at any time without penalty for prepayment. Payment may also be made in seven (7) equal annual principal installments in advance in the amount of \$88.57 plus accrued interest on the principal balance then remaining due. The first annual installment, plus accrued interest on the principal balance then remaining due, shall be due on July 9, 1995 and each successive installment shall be due in advance plus accrued interest on the principal balance then remaining due on July 9, for each of the six years thereafter or until paid in full.

5. This lien shall be on a priority with other special assessments liens which the City may be authorized to levy under applicable state or local laws.

6. The City shall place the funds hereunder in a separate interest earning account, and the funds interest earned thereon shall be used solely in the manner provided in the Development Order. However, any funds remaining on hand after paying for the improvements for which the assessments are made may be used by the City Commission as it may deem advisable for any lawful purpose contemplated by the Development Order herein. The City shall not be required to disburse any funds from this account or make any

Resolution No. R-94-12

Page Four

improvements as provided for herein until there are sufficient funds in said account to pay for said improvements.

7. In the event the owner of any lot made subject to the lien hereunder shall fail to pay any installment when due hereunder, then in such event, the owner (as shown on the Alachua County tax rolls) shall be given notice of the default by regular mail. If such default is not cured within thirty (30) days after the notice is sent, the City may foreclose its lien on the lot in the same manner as it may foreclose upon other special assessment liens which the city may be authorized to levy under applicable state or local laws. In any such action to enforce the lien created hereunder, the City's cost of such litigation, including reasonable attorney's fees, shall be also assessed against the lot and said amount shall be added to the amount of the assessment lien against the property.

8. When any owner of a lot made subject to the lien hereunder completes his payments required herein, the City shall, when requested, issue an instrument in the form suitable for recording in the public records of Alachua County, which instrument shall certify that the assessment has been paid and the lien extinguished.

9. When the Turkey Creek Development is fully developed and if more than 3,000 dwelling units have been assessed, then the owner of each dwelling unit assessed shall receive a pro rata refund of the amount of the impact fees collected in excess of \$1,860,000.00.

O.R. 1973 PG0255
BK

Resolution No. R-94-12

Page Five

10. When additional lots are platted by the developer within the Turkey Creek development then a list of such additional lots shall be submitted by the developer and owner to the City at or before the time of platting. Thereafter, the City shall adopt additional Resolutions, in a similar manner to this Resolution, implementing the provisions of the Development Order effective (30) days after the recording of such plats for the lots then designated.

11. The City Clerk is hereby directed to record said assessments in a special book to be known as the "Turkey Creek DRI Special Assessment Improvement Lien Book".

12. In the event any provision of this Resolution is determined to be invalid, it shall not effect the remainder of the provisions herein and they shall remain in full force and effect.

THIS RESOLUTION PASSED this 5th day of July , A.D.,

1994.


CITY CLERK

Deane D. Halthood, Jr.
MAYOR-COMMISSIONER

O.R. 1973 PG0256
BK

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS



RESOLUTION 12-114

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES;" TO PLACE TURKEY CREEK HAMMOCK ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 2% infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive lands to protect drinking water sources, water quality, and wildlife habitat, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 2% infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive lands to protect drinking water sources, water quality, and wildlife habitat, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Turkey Creek

Hammock identified in Exhibit "A" attached to this resolution and identified by name and legal description on the "Alachua County Registry of Protected Public Places."

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA:

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 2. The properties identified in Exhibit "A", attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of Protected Public Places.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss of value or values for which the property was placed on the registry, except by a majority vote of the electors voting in a countywide referendum election.

Section 4. The County Attorney is hereby directed to record this resolution in the Official Records of Alachua County.

Section 5. This resolution shall become effective immediately upon adoption.

DULY ADOPTED in regular session this 9th day of October, 2012.



J.K. "Buddy" Irby, Clerk of the Circuit & County Court, Eighth Judicial Circuit of Florida, in and for Alachua County, hereby certifies this to be a true and correct copy of the document now of record in this office. Witness my hand and seal this 10 day of October, 2012.
J.K. "Buddy" Irby, Clerk of the Circuit & County Court
By: [Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: [Signature]
Paula M. DeLaney, Chair

ATTEST:

[Signature]
J. K. Irby, Clerk of Court

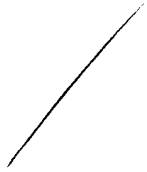
(SEAL)

EEH/ORDS/Registry

APPROVED AS TO FORM

[Signature]
Alachua County Attorney

1 Exhibit A. Turkey Creek Hammock Notice of Registration





NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Turkey Creek Hammock Preserve

PURPOSE:

This Notice of Registration is intended to inform the public that Turkey Creek Hammock Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the 2008 Protection of County-owned Lands Referendum. The referendum requires that a Registry be created for the purpose of identifying properties owned by Alachua County that were acquired or are used for conservation, recreation, or cultural purposes and that are deemed worthy of the highest level of protection. When listed on the Registry, these properties may not be sold or converted to a use that will result in a loss of the values for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. The Turkey Creek Hammock Preserve was acquired to protect water resources and wildlife habitats, and to provide natural areas suitable for enjoyable and educational resource-based recreation. Alachua County has evaluated Turkey Creek Hammock Preserve and has determined it is worthy of this level of protection.

GOALS:

The Turkey Creek Hammock Preserve (the Preserve) is owned by Alachua County. The desired future condition of Turkey Creek Hammock Preserve is to be a high quality natural area that provides natural resource-based recreation and buffers the adjacent San Felasco Hammock Preserve State Park. The goals for Turkey Creek Hammock Preserve are: the preservation of existing high quality natural communities; the restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses; the provision of a development buffer for the adjacent San Felasco Hammock Preserve State Park; and the provision of enjoyable nature experiences for visitors that enhances their understanding and appreciation of Alachua County's rich natural and cultural history. The Preserve will be used only for the conservation, protection and enhancement of water resources, protection of wildlife habitat, and provision of resource-based recreation that is compatible with these goals. Specific resource management goals include improving and preserving the natural communities found on the Preserve. Natural communities that are in good to excellent condition will be maintained through management actions such as application of prescribed fire and exotic plant control. Those that are in less than good condition may be improved through management activities including but not limited to invasive exotic plant removal, nuisance plant removal, prescribed fire, re-vegetation, timber harvesting and earth work. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

Notice of Registry
 Alachua County Registry of Public Protected Places
Turkey Creek Hammock Preserve

LOCATION:

The 376.58-acre Turkey Creek Hammock Preserve is located in the City of Alachua between San Felasco Hammock Preserve State Park, the Turkey Creek subdivision, NW 93rd Avenue, and NW 59th Terrace. To the south of the Preserve is the Spanish Grant residential subdivision. There are rural residences and some pasture to the east of the Preserve.

ACQUISITION HISTORY:

Alachua County acquired the Turkey Creek Hammock Preserve on December 15, 2009, for \$3,858,200 from Gainesville Investments, LLC. The Turkey Creek Hammock Preserve was purchased through the Alachua County Forever Program using funds from the Alachua County Wild Spaces Public Places sales tax. On August 25, 2011 Alachua County was awarded a Florida Communities Trust matching grant for 38.88% of the purchase price, or \$1,500,000. FCT is funded primarily through the Florida Forever Program, an initiative to protect important conservation and recreation lands throughout the state. A Declaration of Restrictive Covenants has been recorded in the Public Records of Alachua County in accordance with FCT grant requirements. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

PUBLIC VALUES:

The primary public values of the Turkey Creek Hammock Preserve are its connectivity to the adjacent State Park, the protection of water resources and wildlife habitats and as a natural resource-based recreation area. The Preserve buffers the State Park from urbanizing land uses and protects $\frac{3}{4}$ of a mile of Turkey Creek that discharges into the Floridan Aquifer through a sinkhole in the State Park. Outstanding biotic features include basin swamp, depression marsh, upland hardwood forest, blackwater stream, sinkhole, and a poppy mallow population. The site also has significant cultural resources.

Water Resources. The most significant water resource feature on the Preserve is the blackwater stream, Turkey Creek. It arises from groundwater seepage several miles northeast of the property and traverses the Preserve for about $\frac{3}{4}$ of a mile; running through the interior from the east and forming most of the northern Preserve boundary. Eventually it flows into San Felasco Hammock Preserve State Park where it enters the Floridan aquifer via a sinkhole in Sanchez Prairie. On the Preserve, Turkey Creek is a meandering stream with small tributaries flowing in from adjacent wetlands.

There are a series of ditches and natural streams that were dredged between wetlands to enhance drainage. These stream/ditch features will be evaluated and a determination made as to the feasibility of restoring the meandering quality of the original streams and removing the ditches.

A 9-acre bottomland forest in very good condition surrounds a basin swamp on the eastern side of the Preserve that is in excellent condition. Several depression marshes are located on the western and southwestern parts of the Preserve. They are in excellent to good condition and are surrounded by dome swamps. Several high quality dome swamps exist on the western and southwestern portions of the Preserve.

Notice of Registry
 Alachua County Registry of Public Protected Places
Turkey Creek Hammock Preserve

Habitat. The Preserve is a matrix of uplands and wetlands dominated by upland hardwood forest with scattered depression marshes and dome swamps throughout the western and southern sides of the Preserve, and a basin swamp on the eastern side. There are 9 natural communities within Turkey Creek Hammock Preserve as classified by the Florida Natural Areas Inventory (FNAI): Basin Swamp, Bottomland Forest, Blackwater Stream, Depression Marsh, Dome Swamp, Hydric Hammock, Sinkhole, Sinkhole Lake/Pond, and Upland Hardwood Forest. A pine plantation lies on the northern side of the Preserve. The natural communities are recovering well from historic cattle ranching and silvicultural activities.

Approximately 72 acres of slash pine plantation was planted in the early 1980's on the higher elevations of the property. Prior to this planting, the area was in improved pasture since at least 1938. This plantation contains trees in the saw timber, chip-&-saw, and pulp wood product classes, which are economically valuable. The pines will be thinned and the plantation restored over time to a combination of natural communities including upland pine and upland hardwood forest natural communities. All timber harvesting proceeds will be used to fund resource management and site development activities on Turkey Creek Hammock Preserve.

Wildlife. The natural community diversity of the property provides habitat for many different species including gopher tortoise, swallow-tailed kite, white-tailed deer, wood ducks, bobcats, and turkey. The property will be managed to restore, enhance and maintain natural community diversity, resulting in continued diverse wildlife habitat.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. The installation of educational and interpretive signage, displays and materials is permitted. To the greatest extent possible, improvements will be located to minimize impacts to natural resources including water quality, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. Resource-based recreational opportunities that do not significantly impact the natural and cultural resources of the Preserve, including but not limited to hiking, bicycling, wildlife viewing, nature appreciation, and equestrian activities are permitted.

Physical improvements will further the natural resource-based recreational and land management goals of the property. Physical improvements to the Preserve may include a fenced parking area with a pedestrian pass through, bike rack, interpretive kiosks, interpretive loop trails, boardwalks, observation platforms, and a trailhead and entrance sign located on NW 93rd Avenue. These features will be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Preserve without causing harm to those resources.

In addition to resource-based recreational amenities, future site management may require the construction of additional fencing, gates, roads, trails, low water crossings, culverts, bridges, firebreaks, and a security residence site and associated utilities. The remnant cattle infrastructure (scale, pens and chute) on the northeast corner of the Preserve may be restored and interpreted to illustrate the historic use of the Preserve and the natural, social and economic importance of cattle ranching in Florida. This area is only accessible from NW 59th Terrace until the Turkey Creek Bridge is stabilized or replaced as funding becomes available.

Notice of Registry
 Alachua County Registry of Public Protected Places
Turkey Creek Hammock Preserve

Resource Management. Management activities that further the goals of maintenance and restoration of the natural communities on the Preserve are permitted. Such activities include, but are not limited to prescribed fire, timber harvesting, removal or replanting of trees or vegetation, exotic plant or animal control, and hydrological restoration. Existing roads maybe be relocated to eliminate or reduce erosion and ditches may be blocked or filled to restore drainage.

Research that is compatible with the above stated goals is permitted under the appropriate agreements with the County.

PROHIBITED USES:

Uses that detract from the conservation or natural resource-based recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000, the property's adopted management plan, and the Florida Communities Trust Declaration of Recorded Covenants are prohibited. Agricultural uses including, but not limited to ranching, grazing, bedding, fertilizing, and row cropping are not consistent with the goals of water resource conservation, habitat protection or resource-based recreation and are prohibited. Signage that does not further the above stated goals for the Preserve is prohibited because it creates visual blight and detracts from the aesthetic enjoyment of natural areas. Motorized vehicle use is prohibited, except where necessary for property management, to provide access for mobility-impaired persons engaged in permitted uses on the site, to provide temporary logistical support for permitted activities, or on a temporary basis for emergency purposes. All development that does not enhance the goals of water quality protection, habitat protection, or resource-based recreation, or has a significant negative impact on any one of these values is prohibited. Any existing or future improvements constructed on the Preserve must not significantly negatively impact the conservation values of the Preserve.

Notice of Registry
 Alachua County Registry of Public Protected Places
Turkey Creek Hammock Preserve

Alachua County, Florida
By its Board of County Commissioners

By: Paula M. DeLaney
 Paula M. DeLaney, Chair

ATTEST:

By: J.K. Irby
 J.K. Irby, Clerk

Date: 10/10/12

Approved as to Form:

D. Wagner
 County Attorney

Notice of Registry
 Alachua County Registry of Public Protected Places
 Turkey Creek Hammock Preserve

EXHIBIT A.

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTIONS 33 AND 34, TOWNSHIP 8 SOUTH, RANGE 19 EAST, IN FRACTIONAL SECTION 4, TOWNSHIP 9 SOUTH, RANGE 19 EAST OUTSIDE THE ARREDONDO GRANT, AND WITHIN A PORTION OF THE FERNANDEZ GRANT, ALL LYING IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 33, TURKEY CREEK UNIT NO. 3, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "J", PAGE 58 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S. 01°28'21"W., A DISTANCE OF 90.40 FEET TO THE CENTERLINE OF TURKEY CREEK AND **THE POINT OF BEGINNING:**

THENCE EASTERLY ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING TWELVE (12) COURSES: (1) S. 78°19'17"E., A DISTANCE OF 31.69 FEET; (2) S. 88°54'14"E., A DISTANCE OF 95.12 FEET; (3) S. 39°33'56"E., A DISTANCE OF 43.37 FEET; (4) N. 64°09'50"E., A DISTANCE OF 78.67 FEET; (5) N. 71°13'20"E., A DISTANCE OF 78.25 FEET; (6) S. 73°29'57"E., A DISTANCE OF 55.55 FEET; (7) N. 83°42'36"E., A DISTANCE OF 162.18 FEET; (8) S. 13°29'55"E., A DISTANCE OF 71.30 FEET; (9) S. 64°58'06"E., A DISTANCE OF 39.39 FEET; (10) N. 43°19'13"E., A DISTANCE OF 112.69 FEET; (11) N. 83°30'16"E., A DISTANCE OF 61.50 FEET; (12) S. 76°02'50"E., A DISTANCE OF 264.84 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WESTERLY BOUNDARY LINE OF LOT 26 OF AFOREMENTIONED TURKEY CREEK UNIT NO. 3; THENCE DEPARTING SAID CENTERLINE OF CREEK N. 19°48'00"E., ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 45.48 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26; THENCE S. 67°36'00"E., ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 26, A DISTANCE OF 139.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE N. 37°01'00"E., ALONG THE EAST BOUNDARY LINE OF SAID LOT 26, A DISTANCE OF 75.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF TURKEY CREEK DRIVE SOUTH (PRIVATE RIGHT-OF-WAY, WIDTH VARIES); THENCE S. 48°39'11"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.17 FEET TO THE WESTERLY BOUNDARY LINE OF LOT 25 OF SAID UNIT NO. 3; THENCE S. 37°01'00"W., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 75.00 FEET; THENCE S. 19°51'40"E., CONTINUING ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 123.76 FEET; THENCE S. 78°50'30"E., CONTINUING ALONG THE BOUNDARY OF SAID LOT 25 AND ALONG THE SOUTHERLY BOUNDARY OF LOT 24 OF SAID TURKEY CREEK UNIT NO. 3, A DISTANCE OF 296.08 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24, SAID CORNER LYING ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S. 30°22'03"W., 131.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2890, PAGE 351 OF SAID PUBLIC RECORDS, THROUGH A CENTRAL ANGLE OF 9°27'44", AN ARC DISTANCE OF 132.12 FEET TO THE END OF SAID CURVE; THENCE S 54°54'06"E., CONTINUING ALONG SAID BOUNDARY LINE, AND ALONG THE

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Turkey Creek Hammock Preserve

NORTHERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2890, PAGE 349 OF SAID PUBLIC RECORDS, A DISTANCE OF 112.41 FEET; THENCE N. 88°08'14"E., CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 823.95 FEET TO THE EASTERLY BOUNDARY LINE OF SAID LANDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID EASTERLY BOUNDARY LINE: (1) S. 13°07'12"E., A DISTANCE OF 185.87 FEET; (2) S. 01°44'09"E., A DISTANCE OF 91.44 FEET; (3) S. 88°19'11"W., A DISTANCE OF 271.04 FEET; (4) S. 07°42'22"E., A DISTANCE OF 1225.60 FEET; (5) S. 89°10'09"W., A DISTANCE OF 600.60 FEET; THENCE S.07°48'50"E., CONTINUING ALONG SAID EASTERLY BOUNDARY LINE, AND ALONG THE EASTERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2890, PAGE 340 OF SAID PUBLIC RECORDS, A DISTANCE OF 1321.55 FEET; THENCE CONTINUE ALONG THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2890, PAGE, 340 THE FOLLOWING TWO (2) COURSES: (1) N. 89°10'09"E, A DISTANCE OF 27.00 FEET; (2) S. 00°56'03"E., A DISTANCE OF 778.40 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTHERLY BOUNDARY LINES OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2890, PAGE 340, OFFICIAL RECORD BOOK 2890, PAGE 341, OFFICIAL RECORD BOOK 2890, PAGE 343, AND OFFICIAL RECORD BOOK 2890, PAGE 344 OF SAID PUBLIC RECORDS: (1) N.89°57'53"W., A DISTANCE OF 153.00 FEET; (2) S. 89°29'30"W., A DISTANCE OF 1940.19 FEET; (3) S. 89°53'30"W., A DISTANCE OF 240.23 FEET; (4) S. 89°34'31"W., A DISTANCE OF 1935.46 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2890, PAGE 344; THENCE N. 00°28'35"W., ALONG THE WESTERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 232.07 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5729.58 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N. 07°01'25"E., 1495.72 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 15°00'00", AN ARC DISTANCE OF 1500.00 FEET TO THE END OF SAID CURVE; THENCE N. 14°31'27"E., ALONG SAID WESTERLY BOUNDARY LINE, AND ALONG THE WESTERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2890, PAGE 345 OF SAID PUBLIC RECORDS, A DISTANCE OF 657.85 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 4583.66 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N. 05°50'03"E., 1385.08 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, ALONG SAID WESTERLY BOUNDARY LINE, AND ALONG THE WESTERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2890, PAGE 353 OF SAID PUBLIC RECORDS, THROUGH A CENTRAL ANGLE OF 17°22'48", AN ARC DISTANCE OF 1390.39 FEET TO THE END OF SAID CURVE; THENCE N. 02°42'26"W., ALONG THE WESTERLY BOUNDARY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORD BOOK 2890, PAGE 353, A DISTANCE OF 228.59 FEET TO A POINT 15.30 FEET SOUTH OF THE SOUTHWEST CORNER OF TURKEY CREEK UNIT NO. 12, AS RECORDED IN PLAT BOOK "L", PAGE 28, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N. 87°09'39"E., PARALLEL WITH THE SOUTH BOUNDARY OF SAID TURKEY CREEK UNIT NO. 12, A DISTANCE OF 120.04 FEET; THENCE N. 02°50'21"W., A DISTANCE OF 15.30 FEET TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 4 OF SAID TURKEY CREEK UNIT NO.12; THENCE N. 87°09'39"E., ALONG THE SOUTH BOUNDARY LINE OF SAID TURKEY CREEK UNIT NO. 12, AND ALONG THE SOUTHERLY BOUNDARY LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2865, PAGE 724 OF SAID PUBLIC RECORDS, A DISTANCE OF 199.29 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N. 84°23'46"E., A DISTANCE OF 182.00 FEET;

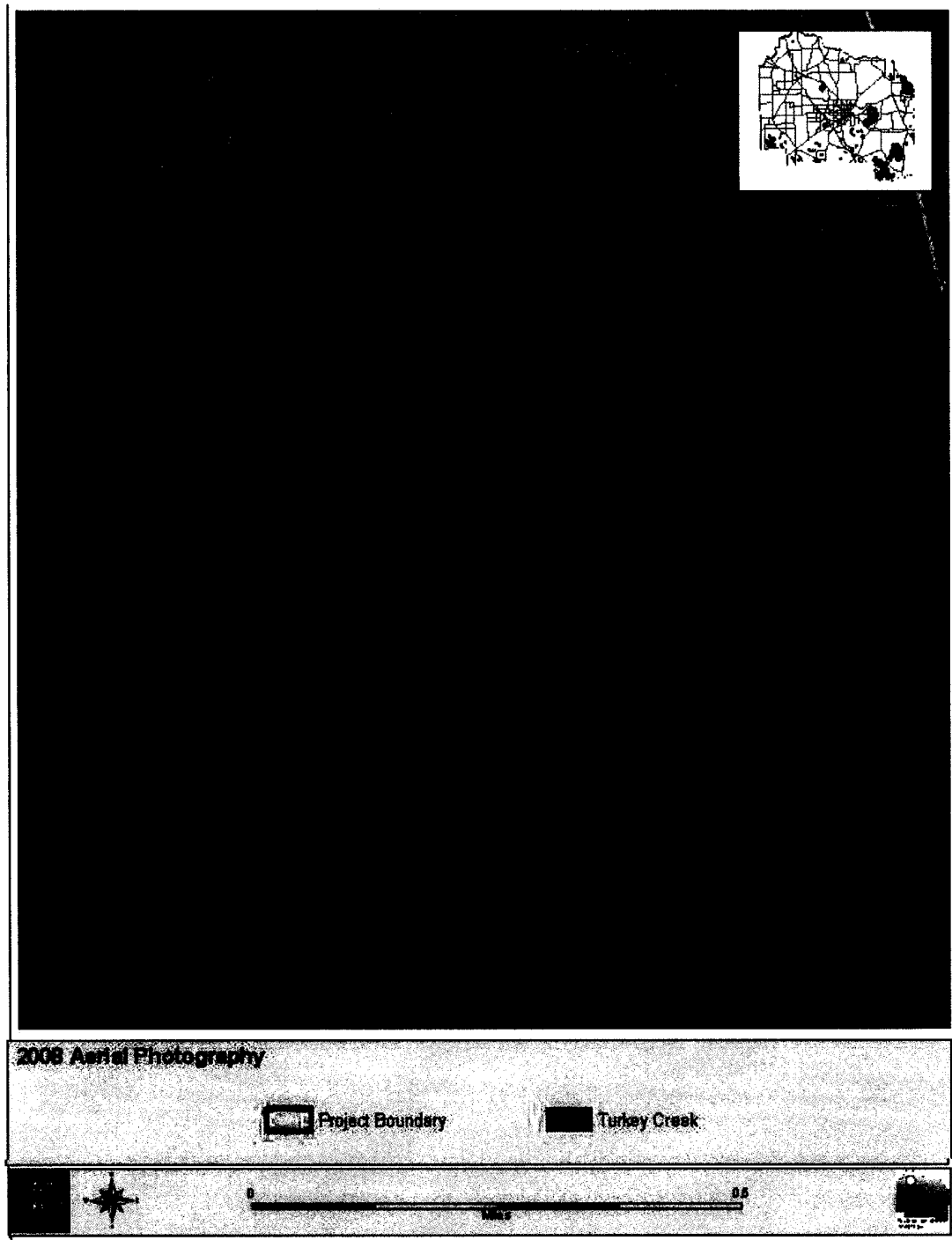
Notice of Registry
 Alachua County Registry of Public Protected Places
Turkey Creek Hammock Preserve

THENCE N. 26°31'30" E., A DISTANCE OF 246.00 FEET TO A BOUNDARY CORNER LYING ON THE SOUTHERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3621, PAGE 593 OF SAID PUBLIC RECORDS; THENCE N. 51°30'00"E., ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 74.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER RUN SOUTH (A 60 FOOT PRIVATE RIGHT-OF-WAY), SAID POINT LYING ON THE NORTHERLY LINE OF AFOREMENTIONED LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2890, PAGE 353, AND BEING ON THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 125.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N. 85°17'38"E, 95.70 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG SAID NORTHERLY BOUNDARY LINE THROUGH A CENTRAL ANGLE OF 45°00'59", AN ARC DISTANCE OF 98.21 FEET AND TO THE END OF SAID CURVE; THENCE N. 62°47'08"E., CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 79.91 FEET; THENCE S. 28°22'09"E., DEPARTING SAID RIGHT OF WAY LINE, CONTINUING ALONG SAID NORTHERLY LINE, AND THE SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 209.79 FEET; THENCE N. 62°18'57"E., A DISTANCE OF 68.94 FEET; THENCE N. 10°07'49"W., A DISTANCE OF 75.06 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2890, PAGE 353; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHERLY BOUNDARY LINE: (1) N. 64°57'36"E., A DISTANCE OF 188.99 FEET; (2) S. 21°42'35"E., A DISTANCE OF 35.38 FEET; (3) N. 70°13'33"E., A DISTANCE OF 74.17 FEET TO THE AFOREMENTIONED CENTERLINE OF TURKEY CREEK; THENCE EASTERLY ALONG SAID CENTERLINE OF CREEK THE FOLLOWING FOURTEEN (14) COURSES: (1) S 26°45'26"E., A DISTANCE OF 59.35 FEET; (2) S. 64° 01'26"E, A DISTANCE OF 52.56 FEET; (3) S. 22°02'46"E, A DISTANCE OF 32.54 FEET; (4) S. 54°26'34"E. , A DISTANCE OF 58.14 FEET; (5) S. 75°35'24"E. , A DISTANCE OF 29.59 FEET; (6) N. 76°37'55"E., A DISTANCE OF 67.04 FEET; (7) S. 72°59'14"E, A DISTANCE OF 109.08 FEET; (8) THENCE N. 77°52'35"E., A DISTANCE OF 54.06 FEET; (9) THENCE N. 47°20'44"E., A DISTANCE OF 65.25 FEET; (10) THENCE S. 83°31'28"E., A DISTANCE OF 61.85 FEET; (11) S. 05°49'59"E., A DISTANCE OF 88.60 FEET; (12) S. 31°33'33"E., A DISTANCE OF 96.20 FEET; (13) N. 62°39'36"E., A DISTANCE OF 55.07 FEET; (14) S. 78°19'17"E., A DISTANCE OF 67.60 FEET TO SAID POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 376.584 ACRES, MORE OR LESS.

Notice of Registry
 Alachua County Registry of Public Protected Places
 Turkey Creek Hammock Preserve

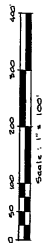
LOCATION MAP



TURKEY CREEK UNIT NO. 2

BEING A PORTION OF THE FERNANDEZ GRANT AND SECTION 28,
TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA.

PLANNED UNIT DEVELOPMENT

DESCRIPTION[illegible]

SURVEYOR'S CERTIFICATION

HEREBY CERTIFY: That the attached plat of TURKEY CREEK UNIT NO. 2 is a true and correct representation of the lands as recently surveyed and platted under my direction, also, that this plat complies with the laws of the State of Florida, and such County, as they apply to plats and subdivisions.

OWNER'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS: That was, the undersigned, President and Secretary of TURKISH CREDIT BANK, Inc., do hereby certify, that said corporation is the owner of the lands shown on the accompanying plat, also, that as officers of said corporation, we have no objection to the same being used by you, and do accept and adopt the same as your own.

All common areas, easements and streets as shown or indicated on the plat, reserved to the owners thereof, their successors and assigns, the care and maintenance of which shall be specified in the restrictive covenants.

Witness: Helene H. De Gari President: Normand H. Hoge
Witness: Charlotte Ann Smith Secretary: Robert W. Lee

STATE OF FLORIDA - COUNTY OF ALACHUA

Dr. Wergin (circuit), "Provided on this day personally appeared before me, the undersigned, a Notary Public in and for the State of Florida, the following persons, to-wit: Messrs. W. H. Hope and Ralph W. Cotton, Jr., President and Secretary, respectively, of TUGGEE STEAKHOUSE, INC., a corporation organized under the laws of the State of Florida with its principal office in Minneapolis, Florida, to whom I have known the above instrument to be the true and lawful act and deed of said corporation, and acknowledged that they executed the above instrument as the true act and deed of said corporation and that it was their intent and purpose to bind themselves and with the authority of the Board of Directors of said corporation to the performance of the obligations contained therein."

I, _____, a Notary Public in and for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original of the above instrument as the same appears in my records and files.

Witness my hand and official seal this 24th day of November, 1977.

My commission expires the 24th day of April, 1978.

Hebert H. De Cuba

CERTIFICATE OF APPROVAL BY THE CITY OF ALACHUA

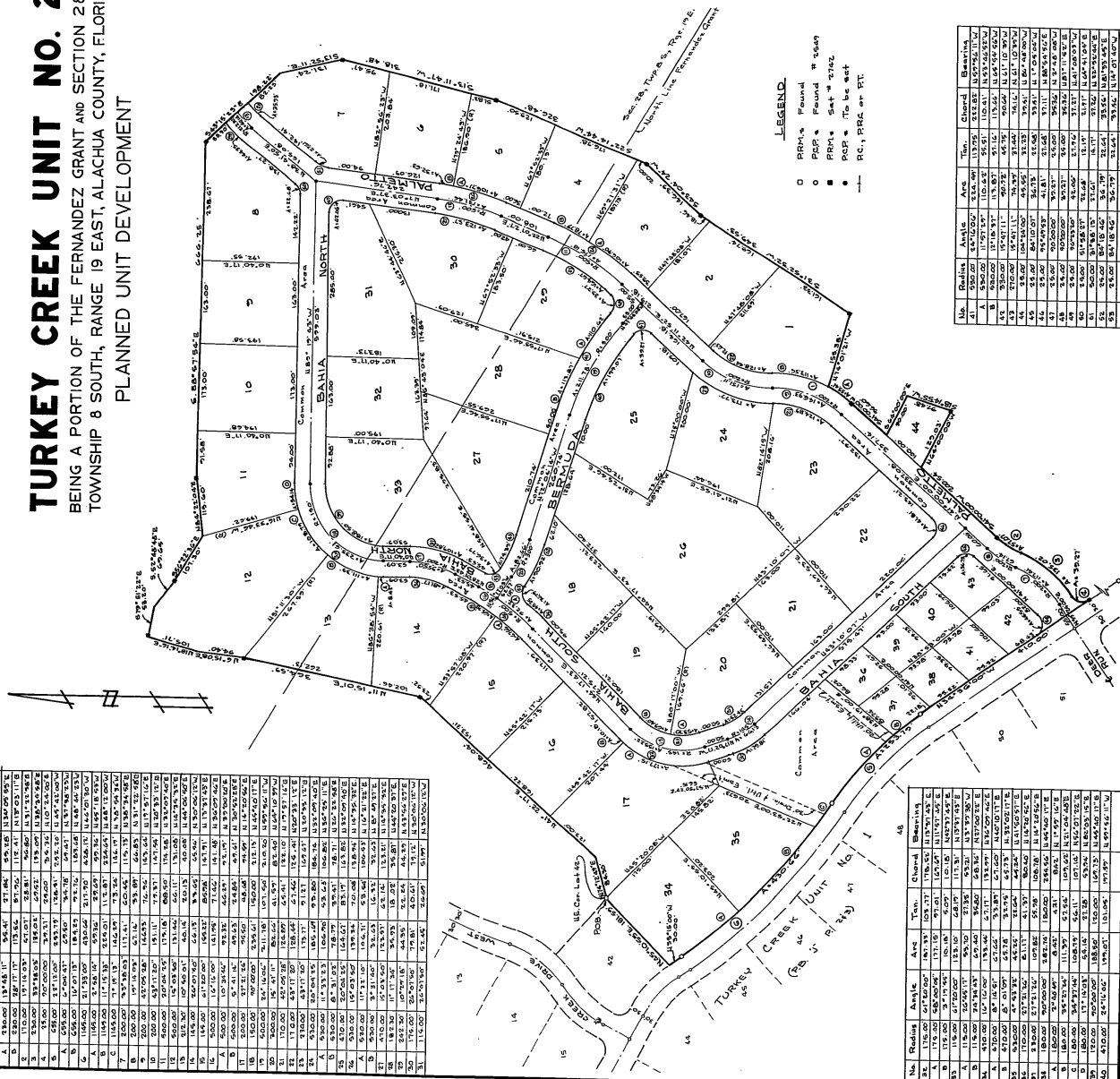
Approved as to the wording of the certification and dedication.
11-27-77 John W. Henson
 Date City Manager

Approved as to conforming to the laws of the City of Anasheeh, and the State of Florida,
 as they pertain to the subdivision and platting of lands. 11-27-77 John W. Henson
 Date City Manager

Accepted and Approved by the City Commission of the City of Anasheeh, Florida, this
11-27 day of November 1977. Attest: John W. Henson
 Clerk of the Commission

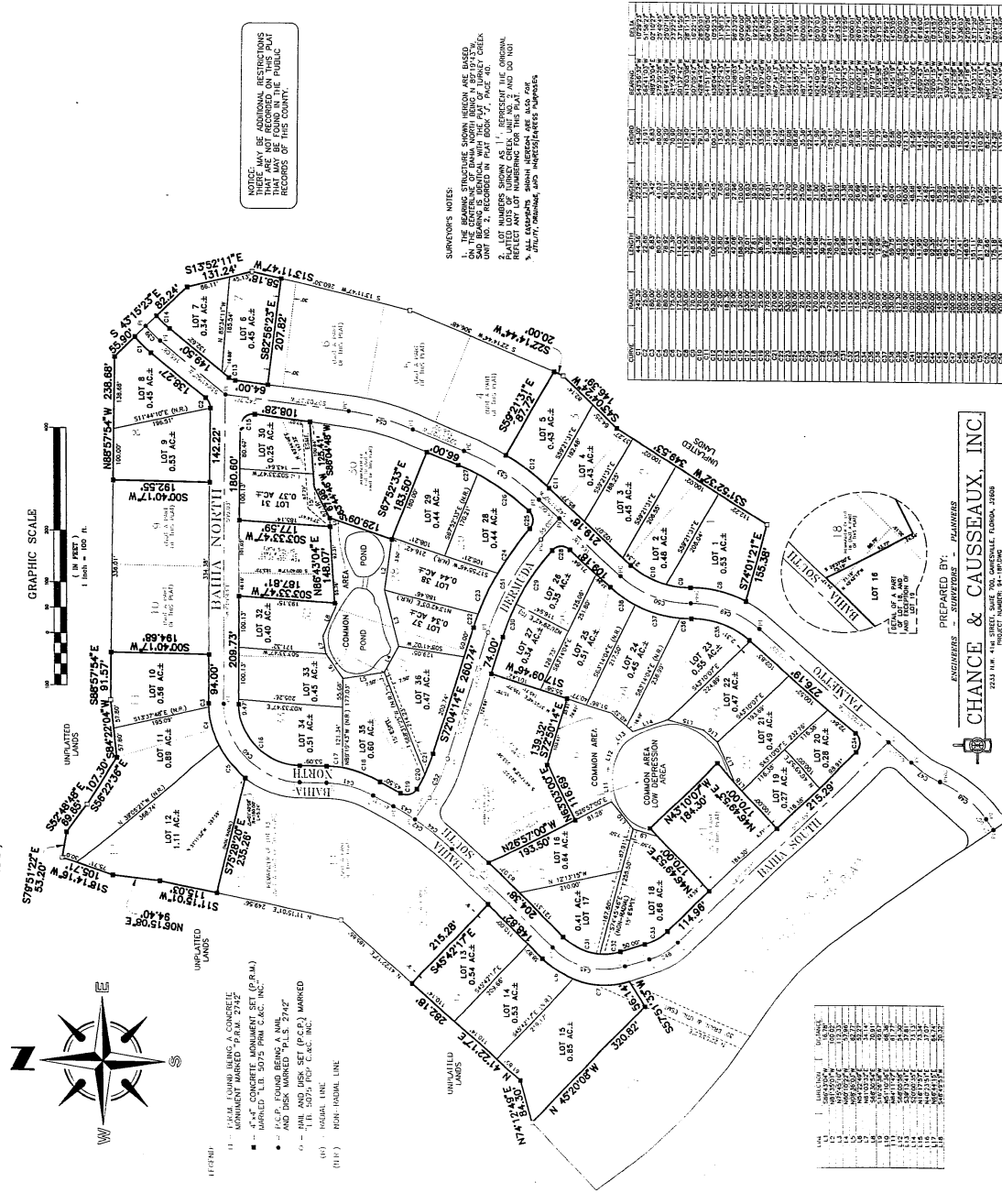
Received and filed for record this 28th day of Nov^r, 1977.

by: A. Curtis Powers
Date: _____
Signature: _____ Deputy Clerk



PLAT BOOK R PAGE 66
SHEET ONE OF ONE

RECORDED IN PLAT BOOK "J", PAGE 40, ALACHUA COUNTY, FLORIDA
BEING A PORTION OF THE FERNANDEZ GRANT AND LYING IN SECTION
28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, HORWOOD W. HOPE AND N. FOREST HOPE, PRESIDENT AND SECRETARY, OF TURKEY CREEK INC., AND NORWOOD W. HOPE, N. FOREST HOPE AND BICE HOPE, & CONNIE P. HOPE, INDIVIDUALLY, DO HEREBY CERTIFY THAT SAID CORPORATION AND INDIVIDUALS ARE THE OWNERS OF THE LANDS DESCRIBED HEREON, AND AS OFFICERS OF SAID CORPORATION AND AS INDIVIDUALS, HAVE CAUSED SAID REPLAT AND SURVEY TO BE MADE, AND TO BE KNOWN AS SUCH.

[illegible][illegible]

MY COMMISSION EXPIRES 3-31-95

STATE OF FLORIDA — COUNTY OF ALACHUA

I DO HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, KNOWING W. HOPE, N. FOREST HOPE, A BICE HOPE, AND DONNA P. HOPE, TO ME KNOWN TO BE THE INDIVIDUAL PERSONS WHOSE NAMES ARE SET FORTH IN THE ABOVE INSTRUMENT, AND THAT THEY ACKNOWLEDGED THAT THEY EXECUTED THIS INSTRUMENT AS THEIR FREE ACT AND DEED, IN FULL KNOWLEDGE OF THE CONTENTS AND EFFECTS THEREOF.

WITNESS MY HAND AND OFFICIAL SEAL THIS 11TH DAY OF March, A.D. 1994.

TELEPHONE NO. 904-885-1111
FACSIMILE NO. 904-885-1111
ADDRESS: 1000 N. GULF BLVD., SUITE 100
CORP. OFF. USE ONLY

 Notary Public for the State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 2-21-95

CERTIFICATE OF APPROVAL BY THE CITY OF ALACHUA
APPROVED AS TO THE WORDING OF THE CERTIFICATION AND DEDICATION

DATE March 8, 1904 CITY ATTORNEY Zeil G. Hughes

APPROVED AS TO CONFORMING TO THE LAWS OF THE CITY OF ALACHUA AND THE STATE OF FLORIDA, AS THEY PERTAIN TO THE SUBDIVISION AND PLATING OF LAND:

DATE February 1994 Joseph M. Pincus
 CITY MANAGER
 CITY OF ALACHUA, FLORIDA, THIS 6 DAY
 OF February, 1994, ATTEST:
Charles J. Pincus
 CLERK OF COMMISSION
 MAYOR & COMMISSIONER
 BY: John J. Bunker, Jr.
 RECORDED AND FILED FOR RECORD THIS 6 DAY OF January, 1994

BY: Robert Williams
DATE: 4/29/94

SURVEYOR'S CERTIFICATE

A TRUE AND CORRECT REPRESENTATION OF THE ABOVE DESCRIBED LANDS ACCORDING TO THE RECORDS OF THE SURVEYOR AND SUPERVISOR AND THAT PRESENTLY THERE ARE NO UNRECORDED EASEMENTS OR ENCUMBRANCES (P.O.S.) HAVE BEEN SET AS CALLED FOR UNDER CHAPTER 177, RONDA STATUTES

Mark C. Jones
MARK CHANCE - REG. FOR SUPERVISOR NO. 1054

DESCRIPTION: (REPLATED LANDS)

[illegible]

ENGINEERS - SURVEYORS - PLANNERS
CHANCE & CAUSSEAU, INC.



RESOLUTION NO. R-97-5

A RESOLUTION VACATING A PORTION OF THE REPLAT OF "TURKEY CREEK UNIT NO. 2," LOTS 1 THROUGH 14, 16 THROUGH 18, 21, 22, 24, 25 AND 28 THROUGH 31, AND 33 THROUGH 38. A REPLAT OF A PORTION OF "TURKEY CREEK UNIT NO. 2," AS RECORDED IN PLAT BOOK "R," PAGE 66, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the replat of a portion of Turkey Creek Unit No. 2 have made application to have said replat vacated; and

WHEREAS, the owners of the replat of a portion of Turkey Creek Unit No. 2 have properly advertised their intentions to vacate the plat; and

WHEREAS, all state, county and local taxes have been paid on the land within the plat; and

WHEREAS, it is in the best interest and the welfare of the citizens to vacate the plat.

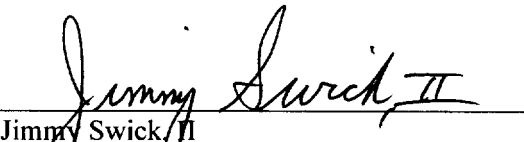
THEREFORE, BE IT RESOLVED BY THE PEOPLE OF THE CITY OF ALACHUA, FLORIDA:

Section 1. The portion of the replat of "Turkey Creek Unit No. 2, Lots 1 through 14, 16 through 18, 21, 22, 24, 25 and 28 through 31, and 33 through 38. A replat of a portion of "Turkey Creek Unit No. 2," as recorded in Plat Book "R," Page 66, of the Public Records of Alachua County, Florida, are hereby vacated and the property returned to acreage.

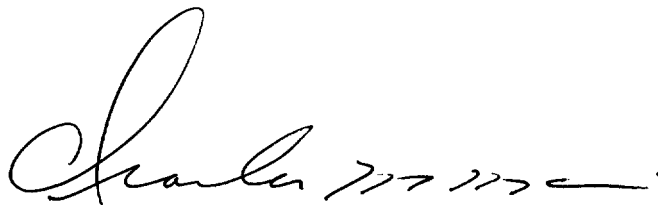
Section 2. EFFECTIVE DATE.

This resolution shall take effect upon its passage and approval.

PASSED AND ADOPTED this 18th day of November, 1996.


Jimmy Swick II
Mayor

ATTEST:



Charles M. Morris
City Manager

This instrument was prepared by:
Charles M. Morris, City Manager
City of Alachua
P. O. Box 9
Alachua, FL 32616

Exhibit "B"

1) Covenants, Conditions, Restrictions, Terms, including assessments and building setback lines and other provisions of the Master Declaration for Turkey Creek, dated and filed October 26, 1982 and recorded in O.R. 1443, page 712. Supplemental Declaration, filed December 23, 1991 and recorded in O.R. 1838, Page 2853. Amendment to Restrictive Covenants Concerning Turkey Creek, dated March 2, 1992, filed March 2, 1992 and recorded in O.R. 1847, page 447; Supplemental Declaration, dated June 13, 1994, filed June 14, 1994 in O.R. Book 1968, page 296; Amendment to Master Declaration for Turkey Creek, dated May 19, 1995, filed May 23, 1995, and recorded in O.R. 2012, page 1827; Amendment, filed August 10, 1995, in O.R. 2023, page 1902; Declaration of Restrictions for Lots 12A, 13 and 14, recorded in Official Records Book 2066, page 1128; Amendment, filed June 30, 1997, in O.R. 2119, page 1097; all of the Public Records of Alachua County, Florida, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

2) Conditions, restrictions and provisions including assessments and building setback lines of Turkey Creek Club Villas and Townhouses, Restatement of the Declaration, filed January 7, 1993 in Official Records Book 1457, page 239; Amendment filed November 12, 1991 in OR Book 1833, page 2660; Amended By-Laws, filed March 21, 1997 in OR Book 2104, page 612; Amendment to Declaration recorded in Book 2189, page 2137; all of the Public Records of Alachua County, Florida, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

3) Easement from Turkey Creek, Inc., to Turkey Creek, Inc., and Family Diner, Inc., dated November 7, 1991, filed November 13, 1991, and recorded in Official Records Book 1834, page 271 of the Public Records of Alachua County, Florida. (as to Lots owned by Turkey Creek, Inc., on November 7, 1991)

4) Easement granted to CoxCom, Inc. by instrument dated September 14, 2000, filed September 20, 2000, recorded in Official Record Book 2313, Page 815, Public Records of Alachua County, Florida.

13. Declaration of Covenants, Conditions and Restrictions recorded in Book 3922, page 1489 (Parcels 1-2 and 6-2), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

5) Matters appearing on the plat recorded in Plat Book J, Page 40, including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule "A".

15. Matters appearing on the plat recorded in Plat Book R, Page(s) 66, as affected by Resolution No. R-97-5 vacating portion of plat recorded in Book 2089, page 623, including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule "A".

6) Terms and conditions of the Agreement between Norwood W. Hope and Arch W.. Roberts recorded in Book 1379, page 356.

7) Deed to Turkey Creek Master Owners Association, Inc. recorded in Book 1461, page 177.

8) Notice of Marketable Title recorded in Book 4138, page 501.

9) Easement recorded in Book 1116, page 474.

10) Easement recorded in Book 1116, page 479.

Exhibit "B"

- 11) Easement recorded in Book 1116, page 487.
- 12) Easement recorded in Book 1834, page 271.
- 13) Easement granted to City of Gainesville by instrument recorded in Book 1984, page 2009.
- 14) Easement granted to CoxCom, Inc., dba Cox Communications Gainesville/Ocala by instrument recorded in Book 2313, page 815.
- 15) Resolution No. R-94-12 recorded in Book 1973, page 252.
- 16) Resolution No. 12-114 recorded in Book 4144, page 475.

This **Warranty Deed** Made and executed the 25th day of November A. D. 1975 by
BEVERLY HILLS PLANTATION, INC.

a corporation existing under the laws of Florida, and having its principal place of
business at P. O. Box 488, Alachua, Florida 32615
hereinafter called the grantor, to

TURKEY CREEK, INC., a Florida corporation,
whose postoffice address is 6600-1 N.W. 22nd Street, Gainesville, Florida 32601

hereinafter called the grantee:

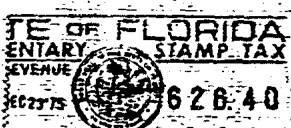
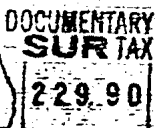
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Alachua
County, Florida, viz:

SEE ATTACHED LEGAL DESCRIPTION

Subject to that certain Agreement for Deed between Turkey Creek, Inc.
and Ralph W. Cellon, Sr. and Gertrude G. Cellon dated August 15, 1975,
and recorded in O. R. Book 960, Page 229, of the Public Records of
Alachua County, Florida.

ALACHUA
COUNTY



FILED
1975 DEC 23 PM 2:42
CLERK CIRCUIT COURT
ALACHUA COUNTY, FL

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

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

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;
and that said land is free of all encumbrances

In Witness Whereof the grantor has caused these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Jean M. Cellon
Jean M. Cellon Secretary

BEVERLY HILLS PLANTATION, INC.

Signed, sealed and delivered in the presence of:

By: Ralph W. Cellon, Jr.
Ralph W. Cellon, Jr. President

STATE OF Florida
COUNTY OF Alachua

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared Ralph W. Cellon, Jr. and Jean M. Cellon

well known to me to be the President and Secretary-Treasurer respectively of the corporation named as grantor
in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of November, A. D. 1975

330178

This Instrument prepared by:

Address by Harris A. Tobin, Attorney at Law
6600-1 N.W. 22nd Street
Gainesville, Florida 32601

Notary Public

My commission expires: 4-21-79

TURKEY CREEK
3 December, 1974

A tract of land situated in Fernandez Grant and in Sections 28 and 33, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows:

Commence at the Northwest corner of said Section 28, thence South $0^{\circ} 42' 41''$ East, 1315.55 feet along the West line of said Section 28 to the Point of Beginning; thence continue South $0^{\circ} 42' 41''$ East, 2641.63 feet; thence North $67^{\circ} 40' 13''$ West, 1592.95 feet; thence South $23^{\circ} 27' 51''$ West, 344.99 feet; thence South $62^{\circ} 33' 35''$ East, 2179.30 feet; thence North $29^{\circ} 51' 51''$ East, 834.23 feet; thence North $89^{\circ} 12' 04''$ East, 594.00 feet; thence South $29^{\circ} 14' 16''$ West, 1718.81 feet; thence South $73^{\circ} 34' 38''$ East, 1283.55 feet; thence South $02^{\circ} 51' 21''$ East, 1560.00 feet; thence North $76^{\circ} 38' 33''$ East, 726.26 feet; thence South $85^{\circ} 00' 00''$ East, 2590.00 feet; thence South $68^{\circ} 20' 00''$ East, 230.00 feet; thence Northerly along a curve concave Westerly having a central angle of $39^{\circ} 40' 00''$, a radius of 900.00 feet; an arc length of 623.08 and a chord bearing and distance of North $1^{\circ} 50' 00''$ East, 610.71 feet; thence Northwesterly along a curve concave Southwesterly having a central angle of $14^{\circ} 20' 00''$, a radius of 2700.00 feet; an arc length of 675.44 feet, and a chord bearing and distance of North $25^{\circ} 10' 00''$ West, 673.68 feet; thence North $32^{\circ} 20' 00''$ West, 606.00 feet; thence Northerly along a curve concave Easterly having a central angle of $35^{\circ} 55' 00''$, a radius of 2000.00 feet, an arc length of 1253.73 feet, and a chord bearing and distance of North $14^{\circ} 22' 30''$ West, 1233.30 feet; thence North $3^{\circ} 35' 00''$ East, 387.00 feet; thence Northerly along a curve concave Westerly having a central angle of $5^{\circ} 50' 00''$, a radius of 4000.00 feet, an arc length of 407.24 feet, and a chord bearing and distance of North $0^{\circ} 40' 00''$ East, 407.07 feet; thence North $2^{\circ} 15' 00''$ West 358.00 feet; thence Northerly along a

curve concave Easterly having a central angle of $18^{\circ} 10' 00''$, a radius of 2400.00 feet, an arc length of 760.96 feet; and a chord bearing and distance of North $6^{\circ} 50' 00''$ East, 757.78 feet; thence North $15^{\circ} 55' 00''$ East, 275.00 feet; thence Northerly along a curve concave Westerly having a central angle of $9^{\circ} 55' 00''$, a radius of 1500.00 feet, an arc length of 259.62 feet, and a chord bearing and distance of North $10^{\circ} 57' 30''$ East, 259.29 feet; thence North $6^{\circ} 00' 00''$ East, 182.00 feet; thence Northerly along a curve concave Easterly having a radius of 750.00 feet to its intersection with the South right-of-way line of U. S. Highway 441; thence Westerly along a curve concave Southerly having a radius of 5579.58 feet; to a concrete monument marking the P. C. of said right-of-way curve; thence North $73^{\circ} 22' 40''$ West, 282.95 feet, along the South right-of-way line of said U. S. Highway 441; thence South $1^{\circ} 55' 3''$ East, 984.66 feet; thence South $88^{\circ} 29' 14''$ West, 1387.16 feet; thence South $88^{\circ} 38' 16''$ West, 516.44 feet; thence North $17^{\circ} 14' 50''$ West, 28.89 feet; thence North $17^{\circ} 07' 53''$ West, 20.30 feet; thence North $8^{\circ} 32' 03''$ West, 70.83 feet; thence North $11^{\circ} 49' 06''$ West, 415.26 feet; thence North $29^{\circ} 43' 19''$ East, 141.58 feet; thence North $04^{\circ} 32' 21''$ East, 137.09 feet; thence North $04^{\circ} 23' 10''$ East, 252.70 feet; thence North $87^{\circ} 42' 54''$ West, 593.50 feet; thence South $87^{\circ} 08' 10''$ West, 50 feet; thence South $89^{\circ} 01' 44''$ West, 867.30 feet; thence North $0^{\circ} 58' 16''$ West, 275.49 feet; thence North $89^{\circ} 21' 23''$ West 674.84 feet, to the Point of Beginning. Containing 494.8 acres more or less.

AGREEMENT FOR DEED

RALPH W. CELLON, SR. and GERTRUDE G. CELLON, his wife,
hereby agree to sell, and TURKEY CREEK, INC., a Florida corporation,
whose mailing address is 6600-1 N. W. 22nd Street, Gainesville, Florida,
agrees to buy, the following described real property in Alachua County,
Florida:

A copy of said legal description is attached hereto and by
reference made a part hereof.

1. The total purchase price is Three Hundred Twenty-One Thousand
Five Hundred Six Dollars (\$321,506.00), of which the sum of Eighty-Five
Thousand Dollars (\$85,000.00) heretofore paid by Buyer to Sellers is a part.
The balance of Two Hundred Thirty-Six Thousand Five Hundred Six Dollars
(\$236,506.00) shall bear interest from November 1, 1975, at the rate of nine
percent (9%) per annum on the outstanding principal balance from time to
time remaining unpaid. Said principal shall be payable in five (5) equal
annual installments of Forty-Seven Thousand Three Hundred One Dollars and
Twenty Cents (\$47,301.20) plus interest, commencing November 1, 1976.
Prepayments in any amount on the principal may be made at any time.

2. Sellers agree to make, execute and deliver to Buyers a good
and sufficient warranty deed, free and clear of all liens and encumbrances
except those caused by Buyer, when the entire purchase price has been paid
in full. Buyer shall be entitled to the possession of the property so long
as they are not in default under this agreement. The Buyer agrees to accept
a warranty deed to said property subject to easements, drainage easements,
restrictive covenants and zoning laws existing and/or of record.

3. Seller agrees to pay for the preparation of the warranty deed
and the state stamps and surtax required thereon. Buyer agrees to pay
for the recording of the warranty deed, preparation of this agreement and
the documentary stamps, intangible tax and recording expense incidental
to this agreement.

4. The Sellers shall pay the Buyers at time of closing their prorata
share of the 1975 taxes and the Buyer shall pay all taxes, levies and assess-
ments against the property thereafter. In the event that Buyer fails to pay said
taxes, levies or assessments before the same become delinquent, Sellers may,
without waiving the default hereunder, pay the same and Buyer agrees to pay
all costs thereby incurred by Sellers.

5. Buyer agrees not to assign Buyer's interest in this agreement and
the premises involved without the prior written consent of Sellers, which consent
Sellers agree to not unreasonably withhold.

6. In the event that Buyer defaults in the performance of their obligations
under this agreement and remain in default for a period of thirty (30) days,
Sellers shall have the right to declare the entire balance due from Buyer to
Sellers hereunder immediately due and payable without further notice to Buyer,
and Sellers shall have the right to declare this agreement to be terminated.

7. If either party becomes in default under the terms of this agreement
and the non-defaulting party shall place this agreement in the hands of an attorney
for the enforcement of said party's rights hereunder, the defaulting party agrees
to pay a reasonable attorney's fee, together with all costs of collection that may
be incurred by the non-defaulting party.

Rec'd S. [redacted] Intangible
taxes Chap. 71-134

A. Curtis Powers
Clerk of Circuit Court
Alachua County

317849

1975 AUG 27
FILED
ALACHUA COUNTY
960 DEC 229

The effective date of this Agreement for Deed shall be August 15, 1975

Signed, sealed and delivered
in our presence:

Margaret Riemann
Helen H. De Carolis
As to Sellers

SELLERS:

Ralph W. Cellon Sr.
RALPH W. CELLON, SR.

Gertrude G. Cellon
GERTRUDE G. CELLON

BUYER:

TURKEY CREEK, INC.

By Norwood W. Hope
Norwood W. Hope, President

Attest: Ralph W. Cellon Jr.
Ralph W. Cellon, Jr., Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me, the undersigned authority, personally appeared RALPH W. CELLON, SR. and GERTRUDE G. CELLON, his wife, who, after being duly sworn, acknowledged before me that they executed the foregoing instrument for the purposes set forth therein.

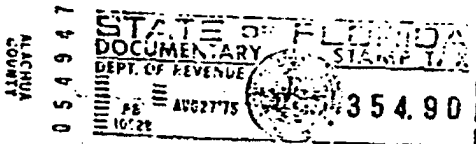
WITNESS my hand and official seal at Gainesville, Alachua County, Florida, this 15 day of August, 1975.

Helen H. De Carolis
Notary Public
My commission expires: 4-21-79

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 15th day of August, 1975, by Norwood W. Hope and Ralph W. Cellon, Jr., President and Secretary, respectively, of Turkey Creek, Inc., a Florida corporation, on behalf of the corporation.

Helen H. De Carolis
Notary Public
My commission expires: 4-21-79



BOOK 960 PAGE 280

LEGAL DESCRIPTION

Parcel "B"

G74-257
October 1, 1974

A tract of land situated in Section 28, T 8 S, R 19 E, and in the Fernandez Grant in T 8 and 9 S, R 18 and 19 E, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Northwest corner of Section 28, T 8 S, R 19 E, Alachua County, Florida, and run S 00° 42' 41" E, along the West line of said Section 28, 1315.55 feet to the Point of Beginning; thence run S 89° 21' 23" E, 674.84 feet; thence run S 00° 58' 16" E, 275.49 feet; thence run N 89° 01' 44" E, 867.30 feet; thence run N 87° 08' 10" E, 50.00 feet; thence run S 87° 42' 54" E, 593.50 feet to a meandering fence line; thence follow said meandering fence line with the following courses and distances: S 04° 23' 10" W, 252.70 feet; S 04° 32' 21" W, 137.09 feet; S 29° 43' 19" W, 141.58 feet; S 11° 49' 06" E, 415.26 feet; S 08° 32' 03" E, 70.83 feet; S 17° 07' 53" E, 20.30 feet; S 17° 14' 50" E, 26.89 feet; thence leave said meandering fence line and run N 88° 38' 16" E, 516.44 feet; thence run S 00° 04' 01" W, 1295.95 feet; thence run S 89° 12' 04" W, 1942.19 feet; thence run S 29° 51' 51" W, 834.23 feet; thence run N 62° 33' 35" W, 2179.30 feet; thence run N 23° 27' 51" E, 344.99 feet; thence run S 67° 40' 13" E, 1592.95 feet to a point of the Southerly projection of the West line of said Section 28; thence run N 00° 42' 41" W, along the Southerly projection of the West line of said Section 28 and along the West line of said Section 28, 2641.63 feet to the Point of Beginning, said tract of land containing 160.753 Acres more or less.

This Warranty Deed Made the 24th day of September A.D. 1976 by
RALPH W. CELLON, SR. and GERTRUDE G. CELLON, his wife,
hereinafter called the grantor, to
TURKEY CREEK, INC.

a corporation existing under the laws of the State of Florida with its permanent postoffice
address at 6600-1 N. W. 22nd Street, Gainesville, Florida, 32601
hereinafter called the grantee:

Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

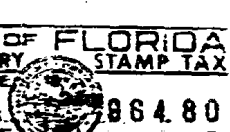
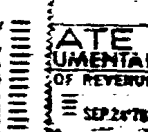
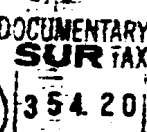
Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants bargains sells assigns, re-
leases, releases, conveys and confirms unto the grantee, all that certain land situate in Alachua
County, Florida, viz:

A copy of said legal description is attached hereto and by reference
made a part hereof. Said legal description is marked "Exhibit A".

Subject to easements, drainage easements, restrictive covenants
and zoning laws existing and/or of record. Finis*

ALACHUA
COUNTY

044876



CLERK CIRCUIT COURT
ALACHUA COUNTY, FLA

1976 SEP 24 PM 3:51

FILED

Together with all the tenements, hereditaments and appurtenances thereto belonging in any-
wise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 1976.

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

Signed, sealed and delivered in our presence:

Charles A. Connolly
William H. Weir

Ralph W. Cellon, Sr.
Ralph W. Cellon, Sr.
Gertrude G. Cellon
Gertrude G. Cellon

STATE OF FLORIDA,
COUNTY OF Alachua

I HEREBY CERTIFY that in this case, the undersigned, an
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Ralph W. Cellon, Sr. and Gertrude G. Cellon, his wife
to me known to be the persons, duly married and who executed the foregoing instrument, and they declared to me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th
September, A.D. 1976.

William H. Weir
Notary Public
My commission expires: 4-21-79

This instrument prepared by:

Norwood W. Hope, Pres.
6600-1 N. W. 22nd St.
Gainesville, Fla. 32601

358645

1025 277

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel "B"

G74-257
October 1, 1974

A tract of land situated in Section 28, T 8 S,
R 19 E, and in the Fernandez Grant in T 8 and 9 S, R 18 and
19 E, Alachua County, Florida, said tract of land being more
particularly described as follows:

Commence at the Northwest corner of Section 28,
T 8 S, R 19 E, Alachua County, Florida, and run S 00° 42' 41" E,
along the West line of said Section 28, 1315.55 feet to the
Point of Beginning; thence run S 89° 21' 23" E, 674.84 feet;
thence run S 00° 58' 16" E, 275.49 feet; thence run N 89° 01' 44" E,
867.30 feet; thence run N 87° 08' 10" E, 500.00 feet; thence run
S 87° 42' 54" E, 593.50 feet to a meandering fence line; thence
follow said meandering fence line with the following courses
and distances: S 04° 23' 10" W, 252.70 feet; S 04° 32' 21" W,
137.09 feet; S 29° 43' 19" W, 141.58 feet; S 11° 49' 06" E,
415.26 feet; S 08° 32' 03" E, 70.83 feet; S 17° 07' 53" E, 20.30 feet;
S 17° 14' 50" E, 26.89 feet; thence leave said meandering fence
line and run N 88° 38' 16" E, 516.44 feet; thence run S 00° 04' 01" W,
1295.95 feet; thence run S 39° 12' 04" W, 1942.19 feet; thence
run S 29° 51' 51" W, 834.23 feet; thence run N 62° 33' 35" W,
2179.30 feet; thence run N 23° 27' 51" E, 344.99 feet; thence
run S 67° 40' 13" E, 1592.95 feet to a point of the Southerly
projection of the West line of said Section 28; thence run
N 00° 42' 41" W, along the Southerly projection of the West line
of said Section 28 and along the West line of said Section 28,
2641.63 feet to the Point of Beginning, said tract of land
containing 160.753 Acres more or less.

(enclose self-addressed stamped envelope)
Return to: A. BICE HOPE, ESQ.
Address: P.O. Box 5217
Gainesville, FL 32627
This Instrument Prepared by:
Name: A. BICE HOPE, ESQ.
Address: P.O. Box 5217
Gainesville, FL 32627

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1861348 7 PGS
2002 AUG 20 04:18 PM BK 2503 PG 893
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK# 105391
Doc. Stamp Deed: 190.00
By: Sandra March D.C.

Property Appraiser Parcel Identification (Folio) Number(s):
05900-008-004, 05900-008-010, 05900-002-001

less out (see Exhibit C)

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 15th day of August, 2002, by TURKEY CREEK, INC., a corporation existing under the laws of Florida, and having its principal place of business at 158 Turkey Creek, Alachua, Florida 32615, hereinafter called the Grantor, to TURKEY CREEK MASTER OWNERS ASSOCIATION, a not-for-profit corporation existing under the laws of Florida, and having its principal place of business at c/o: Trippe Management Specialists, 4400 N.W. 36th Avenue, Gainesville, Florida 32606, second party:

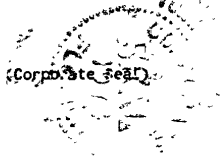
(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Alachua, State of Florida, to-wit:

See attached Exhibits "A", "B", "C" and "D"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written:



IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

TURKEY CREEK, INC.

Signed, sealed and delivered in our presence
Sign Helen H. De Carlis
Print Helen H. De Carlis

Sign Norwood W. Hope
By Norwood W. Hope

Sign B. Thomas Faherty
Print B. Thomas Faherty

Title President

STATE OF FLORIDA:

SS:

COUNTY OF ALACHUA:

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized in the County and State last aforesaid to take acknowledgements, personally appeared Norwood W. Hope, as President of Turkey Creek, Inc., a Florida corporation, described in and who executed the foregoing instrument and who is personally known to me or has produced a Driver's License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of August, 2002.

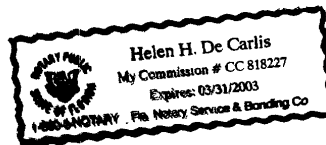
NOTARY PUBLIC

SIGN: Helen H. De Carlis

PRINT: Helen H. De Carlis

State of Florida at Large
My Commission Expires: 3/31/03
My Commission Number: CC 818227

TCI\TCI-TCMOA.QCD



A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT A 1/2" IRON ROD AND CAP MARKED LB 5075, LYING ON THE EASTERLY RIGHT OF WAY LINE OF TURKEY CREEK BOULEVARD, AS RECORDED IN O.R.B. 1116 PAGE 484 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN O.R.B. 1402 PAGE 828 OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°21'54" AND AN ARC DISTANCE OF 34.19 FEET TO AN EXISTING 1/2" IRON ROD AND CAP MARKED LB 5075 AT THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 51°23'35" E, 31.59 FEET; THENCE S 89°31'30" E, ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 15.87 FEET TO AN EXISTING 1/2" IRON ROD AND CAP THAT MARKS THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 560.00 FEET, THENCE NORTHEASTERLY, ALONG SAID NORTHERLY BOUNDARY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°12'05", AN ARC DISTANCE OF 226.77 FEET TO AN EXISTING 1/2" IRON ROD AND CAP MARKED LB 5075, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 78°56'45" E, 225.22 FEET; THENCE S 04°21'53" E, ALONG THE EASTERLY BOUNDARY LINE OF SAID O.R.B. 1402, PAGE 828, A DISTANCE OF 196.01 FEET TO AN EXISTING 1/2" IRON ROD AND CAP MARKED LB 5075; THENCE S 85°38'00" W ALONG THE SOUTHERLY BOUNDARY OF SAID LAND LYING IN O.R.B. 1402 PAGE 828, A DISTANCE OF 220.96 FEET TO AN EXISTING 1/2" IRON ROD AND CAP MARKED LB 5075; THENCE S 04°18'08" E, A DISTANCE OF 71.95 FEET TO AN EXISTING 1/2" IRON ROD AND CAP MARKED LB 5075, LYING ON THE SOUTHERLY BOUNDARY LINE OF SAID O.R.B. 1402, PAGE 828; THENCE S 85°35'53" W, ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 145.82 FEET TO AN EXISTING 1/2" IRON ROD AND CAP MARKED LB 5075 ON THE WESTERLY BOUNDARY LINE OF SAID O.R.B.

EXHIBIT "A"

PAGE 1 OF 3

ABH

1402 PAGE 828; THENCE N 25°38'00" E ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 35.24 FEET TO AN EXISTING 1/2" IRON ROD AND CAP MARKED LB 5075 AND TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 905.00 FEET, THENCE NORTHEASTERLY ALONG SAID WESTERLY BOUNDARY LINE THROUGH A CENTRAL ANGLE OF 04°00'31" AN ARC DISTANCE OF 63.32 FEET TO A PLACED 1/2" IRON ROD AND CAP MARKED PLS 5582 AT THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF TURKEY CREEK BOULEVARD, AS RECORDED IN O.R.B. 1116 PAGE 484 OF SAID PUBLIC RECORDS SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 23°39'38" E, 63.31 FEET; THENCE N 68°20'37" W SAID SOUTHERLY BOUNDARY OF TURKEY CREEK BOULEVARD A DISTANCE OF 105.00 FEET TO A POINT ON THE EAST LINE OF LOT 24 OF TURKEY CREEK UNIT 3 AS RECORDED IN PLATBOOK 'J' PAGE 58 OF SAID PUBLIC RECORDS, SAID POINT LYING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND THE EAST LINE OF SAID LOT 24 AND THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN O.R.B. 2288 PAGE 2263 OF THE SAID PUBLIC RECORDS, THROUGH A CENTRAL ANGLE OF 13°25'14", AN ARC DISTANCE OF 187.39 FEET, TO A PLACED 1/2" IRON ROD AND CAP MARKED PLS 5582, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 28°22'00" W, 186.96 FEET; THENCE S 54°54'06" E, A DISTANCE OF 112.41 FEET TO A PLACED IRON ROD AND CAP MARKED PLS 5582 ON THE NORTHERLY LINE OF LAND DESCRIBED IN O.R.B. 2288 PAGE 2259 OF THE SAID PUBLIC RECORDS; THENCE S 88°12'50" W ALONG THE SAID NORTHERLY LINE A DISTANCE OF 453.51 FEET TO AN EXISTING 5/8" IRON ROD AND CAP MARKED PLS 1824 AT THE SOUTHWEST CORNER OF LAND DESCRIBED IN O.R.B. 2134 PAGE 1638; THENCE N 04°21'45" W ALONG SAID WESTERLY LINE AND THE WESTERLY LINES OF LANDS DESCRIBED IN O.R.B. 2228, PAGE 2968, O.R.B. 2176 PAGE 1245, O.R.B. 2127 PAGE 1026 A DISTANCE OF 443.68 FEET TO AN EXISTING 1/2" IRON ROD AND CAP MARKED PLS 1824 ON THE SOUTHERLY BOUNDARY OF LOT 4 OF CARRINGTON GREEN AS RECORDED IN PLAT BOOK 'S' PAGE 5 OF SAID PUBLIC RECORDS; THENCE S 49°24'21" W

ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 17.83 FEET TO AN EXISTING 4" X 4" CONCRETE MONUMENT MARKED PLS 3769 AT THE SOUTHWEST CORNER OF SAID LOT 4 AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY BOUNDARY OF SAID PLAT OF CARRINGTON GREEN THROUGH A CENTRAL ANGLE OF 51°49'14" AN ARC DISTANCE OF 226.11 FEET TO AN EXISTING 4" X 4" CONCRETE MONUMENT MARKED PLS 3759, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 75°15'29" W, 218.48 FEET; THENCE S 77°24'32" E ALONG SOUTHERLY BOUNDARY OF SAID PLAT A DISTANCE OF 23.28 FEET TO AN EXISTING 5/8" IRON ROD AND CAP AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°14'08", AN ARC DISTANCE OF 36.75 FEET TO A PLACED IRON ROD AND CAP MARKED PLS 5582 AT A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF TURKEY CREEK BOULEVARD, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 35°33'57" W, 33.53 FEET, SAID POINT ON EASTERLY RIGHT OF WAY LINE BEING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 905.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF TURKEY CREEK BOULEVARD THROUGH A CENTRAL ANGLE OF 05°41'24", AN ARC DISTANCE OF 89.87 FEET TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 09°32'22" W, 89.84 FEET.

ABH

ABH

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 5, TURKEY CREEK UNIT NO. 1, AS RECORDED IN PLAT BOOK 'J', PAGE 2 AND 3 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA FOR A POINT OF REFERENCE; THENCE SOUTH 84 DEGREES 17 MINUTES 20 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 5 AND THE SOUTH RIGHT OF WAY LINE OF CELLON CIRCLE, ALSO KNOWN AS N.W. 71st TERRACE (60' RIGHT-OF-WAY), A DISTANCE OF 25.00 FEET; THENCE NORTH 05 DEGREES 42 MINUTES 40 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID CELLON CIRCLE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 22 DEGREES 21 MINUTES 28 SECONDS, AN ARC DISTANCE OF 148.28 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73 DEGREES 06 MINUTES 36 SECONDS EAST, 147.34 FEET; THENCE RUN SOUTH 61 DEGREES 55 MINUTES 57 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 74.06 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 86 DEGREES 35 MINUTES 28 SECONDS EAST, A DISTANCE OF 102.78 FEET TO A 5/8 INCH REBAR & CAP, "L.B. 5075"; THENCE NORTH 37 DEGREES 59 MINUTES 44 SECONDS EAST, A DISTANCE OF 24.66 FEET TO A 5/8 INCH REBAR; THENCE NORTH 14 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 25.51 FEET TO 5/8 INCH REBAR & CAP, "L.B. 5075"; THENCE NORTH 30 DEGREES 24 MINUTES 58 SECONDS EAST, A DISTANCE OF 17.51 FEET TO A 5/8 INCH REBAR & CAP, "L.B. 5075"; THENCE NORTH 46 DEGREES 36 MINUTES 22 SECONDS EAST, A DISTANCE OF 20.62 FEET TO A 5/8 INCH REBAR & CAP, "L.B. 5075"; THENCE NORTH 26 DEGREES 07 MINUTES 01 SECONDS EAST, A DISTANCE OF 24.90 FEET MORE OR LESS TO A 5/8 INCH REBAR & CAP, "L.B. 5075" ON THE SOUTH LINE OF THE LAND DESCRIBED IN OFFICIAL RECORD BOOK 1382, PAGE 780; THENCE NORTH 88 DEGREES 39 MINUTES 46 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 207.17 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CREEK DRIVE ALSO KNOWN AS NW 69th TERRACE (60' RIGHT-OF-WAY); THENCE SOUTH 55 DEGREES 07 MINUTES 36 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 189.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 16 DEGREES 41 MINUTES 02 SECONDS; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 81.53 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46 DEGREES 46 MINUTES 27 SECONDS WEST, 81.25 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 79 DEGREES 35 MINUTES 29 SECONDS; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 34.73 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 13 MINUTES 40 SECONDS WEST, 32.00 FEET; THENCE NORTH 61 DEGREES 55 MINUTES 57 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CELLON CIRCLE ALSO KNOWN AS N.W. 71st TERRACE (60' RIGHT-OF-WAY), A DISTANCE OF 135.88 FEET TO THE POINT OF BEGINNING.

ABX

EXHIBIT "B"

ABX

A PORTION OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 33 OF TURKEY CREEK UNIT NO. 3 ACCORDING TO A PLAT RECORDED IN PLAT BOOK 'J', PAGE 58 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA FOR A POINT OF BEGINNING; thence the following 7 courses along the southerly boundary of said plat South 86 degrees 58 minutes 56 seconds East for a distance of 136.11 feet; thence South 88 degrees 56 minutes 04 seconds East for a distance of 136.35 feet; thence South 86 degrees 45 minutes 59 seconds East for a distance of 140.78 feet; thence South 86 degrees 51 minutes 50 seconds East for a distance of 145.77 feet; thence South 80 degrees 35 minutes 00 seconds East for a distance of 145.00 feet; thence South 82 degrees 23 minutes 27 seconds East for a distance of 144.86 feet; thence South 81 degrees 07 minutes 08 seconds East for a distance of 130.23 feet to the Southeast corner of lot 27 of said plat; thence South 19 degrees 48 minutes 00 seconds West, along an extension of the easterly line of said lot 27, for a distance of 45.56 feet to the centerline of a creek; thence the following 27 courses along the centerline of said creek, North 76 degrees 02 minutes 50 seconds West for a distance of 264.49 feet; thence South 83 degrees 30 minutes 16 seconds West for a distance of 61.50 feet; thence South 43 degrees 19 minutes 13 seconds West for a distance of 112.69 feet; thence North 64 degrees 58 minutes 06 seconds West for a distance of 39.39 feet; thence North 13 degrees 29 minutes 55 seconds West for a distance of 71.30 feet; thence South 83 degrees 42 minutes 36 seconds West for a distance of 162.18 feet; thence North 73 degrees 29 minutes 57 seconds West for a distance of 55.55 feet; thence South 71 degrees 13 minutes 20 seconds West for a distance of 78.25 feet; thence South 64 degrees 09 minutes 50 seconds West for a distance of 78.67 feet; thence North 39 degrees 33 minutes 56 seconds West for a distance of 43.37 feet; thence North 88 degrees 54 minutes 14 seconds West for a distance of 95.12 feet; thence North 78 degrees 19 minutes 17 seconds West for a distance of 99.29 feet; thence South 62 degrees 30 minutes 36 seconds West for a distance of 55.07 feet; thence North 31 degrees 33 minutes 33 seconds West for a distance of 96.20 feet; thence North 05 degrees 49 minutes 59 seconds West for a distance of 88.60 feet; thence North 83 degrees 31 minutes 28 seconds West for a distance of 61.85 feet; thence South 47 degrees 20 minutes 44 seconds West for a distance of 65.25 feet; thence South 77 degrees 52 minutes 35 seconds West for a distance of 54.06 feet; thence North 72 degrees 59 minutes 14 seconds West for a distance of 109.08 feet; thence South 76 degrees 37 minutes 55 seconds West for a distance of 67.04 feet; thence North 75 degrees 35 minutes 24 seconds West for a distance of 29.59 feet; thence North 54 degrees 26 minutes 34 seconds West for a distance of 58.14 feet; thence North 22 degrees 02 minutes 46 seconds West for a distance of 32.53 feet; thence North 64 degrees 01 minutes 26 seconds West for a distance of 52.56 feet; thence North 26 degrees 45 minutes 26 seconds West for a distance of 59.35 feet; thence South 70 degrees 13 minutes 33 seconds West for a distance of 74.17 feet; thence North 21 degrees 42 minutes 35 seconds West for a distance of 35.38 feet; thence North 70 degrees 57 minutes 24 seconds West for a distance of 43.12 feet; thence North 52 degrees 16 minutes 28 seconds West for a distance of 33.65 feet; thence North 09 degrees 24 minutes 34 seconds West for a distance of 48.97 feet; thence North 29 degrees 35 minutes 36 seconds West for a distance of 37.16 feet to the southeasterly right-of-way line of Deer Run South also known as N.W. 105th Avenue (60' right-of-way) per said Turkey Creek Unit No. 3; thence North 62 degrees 55 minutes 05 seconds East, along said Southeasterly right-of-way line for a distance of 34.54 feet to the northwesterly corner of a parcel of land described in Official Records Book 1852, page 1477 of the public records of Alachua County, Florida; thence along the Westerly and Southerly boundary of said parcel the following 5 courses, South 11 degrees 42 minutes 04 seconds East for a distance of 37.60 feet; thence South 25 degrees 46 minutes 39 seconds East for a distance of 31.79 feet; thence South 50 degrees 21 minutes 16 seconds East for a distance of 65.30 feet; thence South 82 degrees 19 minutes 12 seconds East for a distance of 56.15 feet; thence North 36 degrees 36 minutes 25 seconds East for a distance of 16.60 feet to the Southwest corner of lot 38 of said Turkey Creek Unit No. 3; thence the following 6 courses along the Southerly boundary of said Turkey Creek Unit No. 3, South 54 degrees 40 minutes 58 seconds East for a distance of 174.07 feet; thence South 82 degrees 42 minutes 31 seconds East for a distance of 135.09 feet; thence North 86 degrees 06 minutes 18 seconds East for a distance of 143.54 feet; thence South 80 degrees 05 minutes 43 seconds East for a distance of 140.01 feet; thence South 38 degrees 15 minutes 11 seconds East for a distance of 108.35 feet; thence South 86 degrees 58 minutes 56 seconds East for a distance of 54.83 feet to the point of beginning;

EXHIBIT "C"

(05900-002-024)

LEGAL DESCRIPTION

Lot Four (4) of Turkey Creek Unit No. 4 as per plat thereof, as recorded in Plat Book "J", Page 89 of the Public Records of Alachua County, Florida.

and

Lot Ten (10) of Turkey Creek Unit No. 4 as per plat thereof, as recorded in Plat Book "J", Page 89 of the Public Records of Alachua County, Florida.

EXHIBIT "D"

TC1.ABH\LEGAL.D

ABH

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
05900 002 001		1700

10408 NW 59TH TER

TURKEY CREEK INC
158 TURKEY CREEK
ALACHUA, FL 32615

COM AT THE SW COR OF TURKEY CREEK
UNIT 3 N 62 DEG 47 MIN 0
See Additional Legal on Tax Roll

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.2729	31,000	0	31,000	256.46
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.1825	31,000	0	31,000	36.66
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP35 PROJECT (S01)	1.5000	31,000	0	31,000	46.50
SCHL DISCRNRY & CN (S01)	0.7480	31,000	0	31,000	23.19
SCHL GENERAL	3.8960	31,000	0	31,000	120.78
SCHOOL VOTED (S01)	1.0000	31,000	0	31,000	31.00
SUWANNEE RIVER WATER MGT DIST	0.3840	31,000	0	31,000	11.90
17 CITY OF ALACHUA	5.3900	31,000	0	31,000	167.09
CHILDREN'S TRUST	0.5000	31,000	0	31,000	15.50
TOTAL MILLAGE					22.8734
AD VALOREM TAXES					\$709.08

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

PAY ONLINE WITH E-CHECK



SCAN TO PAY

PAY ONLY ONE AMOUNT.

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
C550 550 COUNTY FIRE SERVICES	1.000	Varies	83.34
NON-AD VALOREM ASSESSMENTS			\$83.34

COMBINED TAXES AND ASSESSMENTS \$792.42

If Paid By Please Pay	Nov 30, 2019	Dec 31, 2019	Jan 31, 2020	Feb 29, 2020	Mar 31, 2020
	\$760.72	\$768.65	\$776.57	\$784.50	\$792.42

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2019 REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

28281

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • 12 SE 1st ST, GAINESVILLE, FL 32601

ACCOUNT NUMBER	SITUS	MESSAGE
05900 002 001	10408 NW 59TH TER	

TURKEY CREEK INC
158 TURKEY CREEK
ALACHUA, FL 32615

IF PAID BY	PLEASE PAY
☐ Nov 30, 2019	\$760.72
☐ Dec 31, 2019	\$768.65
☐ Jan 31, 2020	\$776.57
☐ Feb 29, 2020	\$784.50
☐ Mar 31, 2020	\$792.42



Bill History — Real Estate Account At 10408 NW 59TH TER

Real Estate Account #05900 002 001

Parcel details

Latest bill

View/Print full bill history

Print this page

Get Bills by Email

Apply for the 2020 Installment Payment Plan

Pay all: \$760.72

Amounts as of 11/19/2019

Bill	Balance	Status	Action
2019 Annual Bill	\$760.72		Pay this bill: \$760.72 Print (PDF)
2018 Annual Bill	\$0.00	11/21/2018 Paid \$751.46 Receipt #18-0026057	Print (PDF)
2017 Annual Bill	\$0.00	11/27/2017 Paid \$768.89 Receipt #17-0032543	Print (PDF)
2016 Annual Bill	\$0.00	11/23/2016 Paid \$710.68 Receipt #16-0031602	Print (PDF)
2015 Annual Bill	\$0.00	11/23/2015 Paid \$724.34 Receipt #15-0026969	Print (PDF)
2014 Annual Bill	\$0.00	11/18/2014 Paid \$715.15 Receipt #14-0020822	Print (PDF)
2013 Annual Bill	\$0.00	11/18/2013 Paid \$714.93 Receipt #13-0017921	Print (PDF)
2012 Annual Bill	\$0.00	11/26/2012 Paid \$713.83 Receipt #12-0033337	Print (PDF)
2011 Annual Bill	\$0.00	11/21/2011 Paid \$1,026.33 Receipt #2011-1009374	Print (PDF)
2010 Annual Bill	\$0.00	07/25/2011 Paid \$60.58 Receipt #2010-1101797	Print (PDF)
Redeemed certificate #2163	Face \$51.74 Rate 18%	07/25/2011 Certificate redeemed 06/01/2011 Certificate issued 05/01/2011 Advertisement file created	
2009 Annual Bill	\$0.00	07/25/2011 Paid \$68.57 Receipt #2010-1101797	Print (PDF)
Redeemed certificate #2284	Face \$52.15 Rate 18%	07/25/2011 Certificate redeemed 06/01/2010 Certificate issued 05/01/2010 Advertisement file created	
2008 Annual Bill	\$0.00	12/02/2008 Paid \$30.47 Receipt #2008-8015212 <i>Effective 11/30/2008</i>	Print (PDF)
2007 Annual Bill	\$0.00	11/19/2007 Paid \$30.58 Receipt #2007-7002693	Print (PDF)
2006 Annual Bill	\$0.00	11/29/2006 Paid \$33.96 Receipt #2006-6005336	Print (PDF)
2005 Annual Bill	\$0.00	11/29/2005 Paid \$35.02 Receipt #2005-5005086	Print (PDF)
2004 Annual Bill	\$0.00	11/23/2004 Paid \$30.32 Receipt #2004-4008020	Print (PDF)
2003 Annual Bill	\$0.00	01/16/2004 Paid \$353.59 Receipt #2003-3059353	Print (PDF)
2002 Annual Bill	\$0.00	03/31/2003 Paid \$365.94 Receipt #2002-0269538	Print (PDF)
Total Balance	\$760.72		Pay all: \$760.72



Parcel: 05900-002-001**Search Date: 11/19/2019 at 4:12:03 PM**

Taxpayer:	TURKEY CREEK INC	Legal: COM AT THE SW COR OF TURKEY CREEK UNIT 3 N 62 DEG 47 MIN 08 SEC E 53.05 FT TO A CURVE SELY ALONG CURVE AN ARC LENGTH OF 41.03 FT TO SELY R/W NW 105TH AVE N 59 DEG 26 MIN 47 SEC E 46.65 FT TO POB CON'T N 59 DEG 26 MIN 47 SEC E 13.85 FT TO A CURVE NELY A LONG CURVE AN ARC LENGTH OF 37.51 FT N 62 DEG 47 MIN 08 SEC E 142.92 FT S 29 DEG 35 MIN 36 SEC E 37.16 FT S 09 DEG 24 MIN 34 SEC E 48.97 FT S 52 DEG 16 MIN 28 SEC E 33.65 FT S 70 DEG 57 MIN 24 SEC E 43.12 FT S 64 DEG 57 MIN 36 SEC W 188.99 FT N 24 DEG 22 MIN 37 SEC W 113.82 FT TO POB
Mailing:	158 TURKEY CREEK ALACHUA, FL 32615	
Location:		
Sec-Twn-Rng:	28-08-19	
Property Use:	00000 - VACANT	
Tax Jurisdiction:	ALACHUA - 1700	
Area:	TURKEY CREEK 1 & 3	
Subdivision:	N/A	

	Property	Land	Classified	Improvement	Total	Deferred	County	School	County	School	County	School
Year	Use	Value	Land Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable
2019	VACANT	31000	0	0	31000	0	31000	31000	0	0	31000	31000
2018	VACANT	31000	0	0	31000	0	31000	31000	0	0	31000	31000
2017	Vacant	31000	0	0	31000	0	31000	31000	0	0	31000	31000
2016	Vacant	30000	0	0	30000	0	30000	30000	0	0	30000	30000
2015	Vacant	30000	0	0	30000	0	30000	30000	0	0	30000	30000
2014	Vacant	30000	0	0	30000	0	30000	30000	0	0	30000	30000

Land

Land Use	Land Use Desc	Zoning Type	Zoning Desc	Lots	Acres	Sq Feet	Land Type
0000	VACANT RESIDENTIAL	PUD	PUD	1	0.49	21344	LT

Sales

Date	Price	Vac/Imp	Qualified	OR Book	OR Page	Instrument
2003-03-10	200	Vac	U-OLD SALE - UNQUALIFIED	2634	677	QD
2003-03-10	200	Vac	U-OLD SALE - UNQUALIFIED	2634	680	QD
2003-03-10	200	Vac	U-OLD SALE - UNQUALIFIED	2634	674	QD



This Warranty Deed Made and executed the 2nd day of January A.D. 1981 by
TURKEY CREEK, INC.

a corporation existing under the laws of Florida, and having its principal place of business at 6600-1 N. W. 22nd St., Gainesville, Florida 32601 hereinafter called the grantor, to NORWOOD W. HOPE

whose postoffice address is 6600-1 N. W. 22nd St., Gainesville, Florida 32601

hereinafter called the grantee:

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

Witnesseth: That the grantor for and in consideration of the sum of \$ 10.00 and other valuable considerations receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Alachua County, Florida, viz:

Lots 1, 12 and 44, Turkey Creek Unit No. 2, a planned unit development as per plat thereof as recorded in Plat Book "J", Page 40, of the Public Records of Alachua County, Florida.

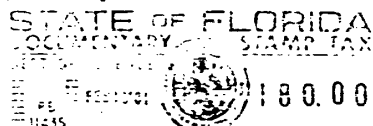
It is understood that these lots are part of a planned unit development and are subject to Declaration of Covenants, Conditions and Restrictions recorded in O. R. Book 1116, Pages 465 through 473, of the Public Records of Alachua County, Florida, together with all amendments thereto.

Subject to easements, drainage easements, restrictive covenants and zoning laws existing and/or of record. **Finis***

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 her by covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it lawfully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except real estate taxes subsequent to December 31, 1980.

**In Witness Whereof**

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST

A. Bice Hope

TURKEY CREEK, INC.

Signed, sealed and delivered in the presence of:

By

Norwood W. Hope

President

STATE OF Florida
COUNTY OF Alachua

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

Norwood W. Hope and A. Bice Hope

well known to me to be the President and Secretary respectively of the corporation named as grantor in the foregoing deed, and that they executed and acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed hereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January A.D. 1981.

541195

This instrument prepared by:

Address Norwood W. Hope, Pres.
6600-1 N. W. 22nd St.
Gainesville, Fla. 32601

Notary Public

My commission expires: 4-21-83

1329 660

5 50
50
5.50

This Quit-Claim Deed, Executed this 11th day of July, A. D. 19 85, by

NORWOOD W. HOPE

first party, to TURKEY CREEK, INC.

whose postoffice address is Box 158, Turkey Creek, Alachua, FL 32615

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Alachua State of Florida, to-wit:

Lots 1 and 12, Turkey Creek Unit No. 2, a planned unit development as per plat thereof as recorded in Plat Book "J", Page 40, of the Public Records of Alachua County, Florida.

DOC. ST.-AMT \$ 0.50
A. CURTIS POWERS, Clerk of Circuit Court
Alachua County - by *John D. Weller*

RECORDED
OFFICIAL RECORDS
85 JUL 16 AM 10 49
CLERK OF CIRCUIT COURT
ALACHUA COUNTY FL

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

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

Signed, sealed and delivered in presence of:

Hein H. De Carls
[Signature]

Norwood W. Hope
Norwood W. Hope

STATE OF FLORIDA,
COUNTY OF Alachua

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Norwood W. Hope

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 11th day of July A. D. 19 85.

Hein H. De Carls
Notary Public
My commission expires: 3-31-87
NOTARY PUBLIC
HEIN H. DE CARLS
STATE OF FLORIDA

737489

This Instrument prepared by:

Address Norwood W. Hope
Box 158, Turkey Creek
Alachua, FL 32615

U.S. 1598 PAGE 145

Return to: (enclose self-addressed stamped envelope)

Name: Turkey Creek, Inc.
158 Turkey Creek
Address: Alachua, FL 32615

QUIT-CLAIM DEED
FROM CORPORATION

RAMCO FORM 42

This Instrument Prepared by:

Address: Norwood W. Hope, Pres.
158 Turkey Creek
Alachua, FL 32615

OFFICIAL RECORDS

94 SEP -6 AM 10:22

COUNTY COURT
ALACHUA COUNTY, FL.

Doc. St. Amt. \$ 0.70
J.K. "Buddy" Irby, Clerk of Circuit Court,
Alachua County - By *John S. Weston Jr.*

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed,

Executed this 29th day of August, A. D. 1994, by
TURKEY CREEK, INC.

a corporation existing under the laws of Florida, and having its principal place of
business at 11820 Turkey Creek Boulevard, Alachua, FL 32615
first party, to

NORWOOD W. HOPE

whose postoffice address is 158 Turkey Creek, Alachua, FL 32615

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal
representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context
so admits or requires.)

Witnesseth,

That the said first party, for and in consideration of the sum of \$ 10.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of Alachua State of Florida, to wit:

Lots 1, 6, 7, 8, 9, 11 and 12, of A Replat of A Portion of Turkey
Creek Unit No. 2, as per Plat Book "R", Page 66, of the Public
Records of Alachua County, Florida.

This Quit Claim Deed and the companion one recorded simultaneously
herewith with Grantor and Grantee reversed are for the sole purpose
of matching the owner(s) of the lands herein conveyed as originally
platted at Plat Book "J", Page 40, and as thereafter replatted at
Plat Book "M", Page 100, to the owner(s) of said lands as the lot
lines have been redrawn as a result of the second replatting of the
said lands at Plat Book "R", Page 66, all in the Public Records of
Alachua County, Florida.

To Have and to Hold

the same together with all and singular the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.

In Witness Whereof

the said first party has caused these pres-
ents to be executed in its name, and its corporate seal to be hereunto affixed,
by its proper officers thereunto duly authorized, the day and year first above
written.

(CORPORATE SEAL)

ATTEST:

N. Forest Hope
N. Forest Hope Secretary

TURKEY CREEK, INC.,

Signed, sealed and delivered in the presence of:

B. Thomas Faherty
B. Thomas Faherty

By: *Norwood W. Hope*
Norwood W. Hope President

Helen H. De Carlis
Helen H. De Carlis
STATE OF Florida
COUNTY OF Alachua

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared

Norwood W. Hope and N. Forest Hope

personally

/ *X* known to me to be the

President and Secretary

respectively of the corporation named as grantor

in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of August, A. D. 1994.

1289653



HELEN H. DE CARLIS
Notary Public, State of Florida
My comm. expires Mar. 31, 1995
Comm. No. CCD 82068

Helen H. De Carlis
Helen H. De Carlis

Q.R. 1979 PG2022

Name: Turkey Creek, Inc.

Address: 158 Turkey Creek
Alachua, FL 32615

This instrument Prepared by:

Norwood W. Hope, Pres.
Address: 158 Turkey Creek
Alachua, FL 32615

Property Appraisers Parcel Identification (Folio) Number(s):

Fed. I.D. No. 56-1760450

WARRANTY DEED
FROM CORPORATION

HAMCC FORM 33

less out

RECORDED
OFFICIAL RECORDS

94 DEC 21 AM 9:15

COUNTY COURT
ALACHUA COUNTY, FL.

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made and executed the 11th day of November A.D. 1994 byTURKEY CREEK, INC.,
a corporation existing under the laws of Florida, and having its principal place of business
at 11820 Turkey Creek Boulevard, Alachua, FL 32615hereinafter called the grantor, to HERITAGE LINKS GOLF COMPANY, INC., a North Carolina
corporation,
whose post office address is 11420 Turkey Creek Blvd., Alachua, FL 32615

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular and plural, the heirs, legal
representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)**Witnesseth:** That the said grantor, for and in consideration of the sum of \$ 10.00 and
other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantee all that certain land situate in
Alachua County, State of Florida, viz:That certain real property described in Exhibit "A" attached hereto and by reference
made a part hereof.

Doc. St. Amt. \$ 0.70

J.K. "Buddy" Irby, Clerk of Circuit Court
Alachua County - By *James S. Wainwright***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 it is lawfully seized of said land in fee simple; that
it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said
land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all
encumbrances.**In Witness Whereof** the said grantor has caused these
presents to be executed in its name, and its corporate seal to be hereunto
affixed, by its proper officers thereunto duly authorized, the day and
year first above written.

ATTEST:

N. Forest Hope

Secretary

Signed, sealed and delivered in the presence of:

B. Thomas Faherty

Witness Signature

B. Thomas Faherty

Printed Name

Helen H. De Carlis

Witness Signature

Helen H. De Carlis

Printed Name

STATE OF Florida

COUNTY OF Alachua

TURKEY CREEK, INC.

Norwood W. Hope

President (Signature)

Norwood W. Hope

Printed Name

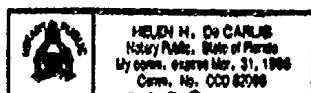
I hereby certify that on this day, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared
Norwood W. Hope and N. Forest Hope

known to me to be the President and Secretary

respectively of Turkey Creek, Inc., the corporation in whose name
the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation, freely
and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate
seal of said corporation, that I relied upon the following form of identification of the above-named person:

personally known to me and that an oath (was not) taken.

NOTARY RUBBER STAMP SEAL



1306923

Witness my hand and official seal in the County and State last aforesaid
this 11th day of November, A.D. 19 94*Helen H. De Carlis*

Notary Signature

Helen H. De Carlis

Printed Notary Signature

OR 1992 PG2400

EXHIBIT "A"

DESCRIPTION: (by surveyor)
Parcel A

Part of Lots 10 and 11, a replat of a portion of Turkey Creek Unit No. 2, as recorded in Plat Book "R", page 68, Public Records of Alachua County, Florida, lying in Section 28, Township 8 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northeast corner of said Lot 10 and run North 85°57'34" West along the north line of said lot, 81.57 feet to the Point-Of-Beginning of the herein described parcel; thence South 84°22'04" West along the north line of said lots, 115.60 feet; thence North 89°12'22" East, 53.70 feet the easterly line of said Lot 11; thence North 79°24'44" East, 57.32 feet to the Point-Of-Beginning.

Containing 278 square feet, more or less.

DESCRIPTION: (by surveyor)
Parcel B,

Part of Lots 11 and 12, a replat of a portion of Turkey Creek Unit No. 2, as recorded in Plat Book "R", page 68, Public Records of Alachua County, Florida, lying in Section 28, Township 8 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northeast corner of Lot 10, said plat and run North 85°57'34" West along the north line of said lot, 81.57 feet; thence South 84°22'04" West along the north line of said Lots 10 and 11, a distance of 115.60 feet to the Point-Of-Beginning of the herein described parcel; thence North 78°00'45" West, 172.51 feet to the westerly line of said Lot 11; thence South 31°04'22" West, 139.15 feet to the west line of said Lot 12; thence northeasterly and southeasterly along the westerly and northerly lines of said plat the following 5 courses: North 05°15'08" East - 84.40; North 15°14'15" East - 103.71 feet; South 79°51'22" East - 33.20; South 52°48'45" East - 69.95 feet; South 55°22'36" East - 107.30 feet to the Point-Of-Beginning.

Containing 12,997 square feet, more or less.

Subject to easements, drainage easements, restrictive covenants and zoning laws existing and/or of record.

Subject to real estate taxes subsequent to December 31, 1994.

Name Norwood W. Hope
Address 158 Turkey Creek
Alachua, FL 32615

This Instrument Prepared by: Norwood W. Hope
Name: 158 Turkey Creek
Address: Alachua, FL 32615

Property Appraisers Parcel Identification 05900-060-001; 05900-060-006
thru 05900-060-009; 05900-060-011;
Folio Number(s): 05900-060-012
Grantee(s) S.S. # (s) [REDACTED]

CIRCUIT COURT CLERK
J. K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 12/30/1996 13:46
Document ID 1438835
Book/Page 2093/1362
DTAX 0.70

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 30th day of December, 19 96, by
NORWOOD W. HOPE
first party, to NORWOOD W. HOPE,
whose post office address is 158 Turkey Creek, Alachua, FL 32615,
second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 10.00,
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release,
and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
Alachua, State of Florida, to-wit:

See attached Exhibit "A" consisting of 4 pages.

THIS PROPERTY IS NOT AND NEVER HAS BEEN HOMESTEAD OF THE GRANTOR.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

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

Signed, sealed and delivered in the presence of:

Helen H. De Carlis
Witness Signature (as to first Grantor)

Helen H. De Carlis
Printed Name

B. Thomas Faherty
Witness Signature (as to first Grantor)

B. Thomas Faherty
Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

STATE OF FLORIDA)

COUNTY OF ALACHUA)

Norwood W. Hope

known to me to be the person _____ described in and who executed the foregoing instrument, who acknowledged before me that _____
executed the same, and an oath was not taken. (Check one:) ☒ Said person(s) is/are personally known to me. ☐ Said person(s) provided the
following type of identification: _____

NOTARY RUBBER STAMP SEAL



HELEN H. DE CARLIS
COMMISSION # CC 447288
EXPIRES MAR 31, 1999
BONDED THRU
ATLANTIC BONDING CO., INC.

Norwood W. Hope
Grantor Signature **L.S.**

Norwood W. Hope
Printed Name

158 Turkey Creek, Alachua, FL 32615
Post Office Address

Co-Grantor Signature, (if any) **L.S.**

Printed Name

Post Office Address

Witness my hand and official seal in the County and State last aforesaid
this 30th day of December, A.D. 19 96

Helen H. De Carlis
Notary Signature

Helen H. De Carlis
Printed Name



Chance & Causseaux, Inc.

Engineers • Surveyors • Planners

Wayne Chance, P.L.S.
Rory D. Causseaux, P.E.
Donnie L. Ellington, P.E.
Stephen M. McMillen, P.S.M.

November 27, 1996

Description: (by surveyor) - Parcel 1-2

A part of Lot 1, Turkey Creek Unit No. 2, recorded in plat book "J", page 40, of the public records of Alachua County, Florida; Lying in the Fernandez Grant, Township 8 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Begin at the Southeast corner of said Lot 1, and run North $31^{\circ}52'32''$ East, along the Easterly line of said Lot, 112.22 feet; Thence North $59^{\circ}21'31''$ West 206.04 feet to the Easterly right-of-way line of Palmetto Boulevard; said point lying on a curve concave to the Southeast, having a radius of 170.00 feet, a central angle of $16^{\circ}22'20''$, and a chord bearing and distance of South $07^{\circ}05'42''$ West - 48.41 feet; Thence Southerly along said right-of-way line and said curve, an arc distance of 48.58 feet to a point of reverse curvature, of a curve concave Northwesterly, having a radius of 230.00 feet, a central angle of $28^{\circ}17'13''$, and a chord bearing and distance of South $13^{\circ}03'09''$ West - 112.40 feet; Thence Southwesterly along said right-of-way and said curve, an arc distance of 113.55 feet; Thence South $74^{\circ}01'21''$ East 155.38 feet to the Point-of-Beginning.

Containing 0.53 Acres more or less.

smm/96-368mp.des

6011 NW 1st Place, Gainesville, Florida, 32607 - P.O. Box 15628, 32604 - Phone: (352) 331-1976 - Fax: (352) 331-2476

EXHIBIT "A" TO QUIT-CLAIM DEED TO/FROM NORWOOD W. HOPE

Page 1



Chance & Causseaux, Inc.

Engineers • Surveyors • Planners

Wayne Chance, P.L.S.
Rory P. Causseaux, P.E.
Donnie L. Ellington, P.E.
Stephen M. McMillen, P.S.M.

December 19, 1996

Description: (by surveyor) - **Parcel 3-2**

A part of Lot 7, Turkey Creek Unit No. 2, recorded in plat book "J", page 40, of the public records of Alachua County, Florida; Lying in Section 28, Township 8 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Lot 7, and run North $07^{\circ}03'37''$ East, along the East line of said Lot, 53.50 feet to the Point-of-Beginning of the herein described parcel; Thence North $82^{\circ}56'23''$ West 206.82 feet to the Easterly right-of-way line of Palmetto Boulevard; Thence North $07^{\circ}03'37''$ East, along said Easterly right-of-way line, 64.00 feet to the beginning of a curve concave Southeasterly, having a radius of 25.00 feet and a central angle of $31^{\circ}38'13''$; Thence Northeasterly along said curve and said Easterly right-of-way line, an arc distance of 13.80 feet to the end of said curve; Thence North $38^{\circ}41'50''$ East, along said Easterly right-of-way line, 149.50 feet to the beginning of a curve concave Southeasterly, having a radius of 182.30 feet and a central angle of $11^{\circ}17'41''$; Thence Northeasterly along said curve and said Easterly right-of-way line, an arc distance of 35.94 feet; Thence South $43^{\circ}15'23''$ East 82.24 feet; Thence South $13^{\circ}52'11''$ East 131.24 feet; Thence South $13^{\circ}11'47''$ West 58.18 feet to the Point-of-Beginning.

Containing 0.79 Acres more or less.

smm/96-368mp.des

6011 NW 1st Place, Gainesville, Florida, 32607 - P.O. Box 15628, 32604 - Phone: (352) 331-1976 - Fax: (352) 331-2476

EXHIBIT "A" TO QUIT-CLAIM DEED TO/FROM NORWOOD W. HOPE

Page 2



Chance & Causseaux, Inc.

Engineers • Surveyors • Planners

Wayne Chance, P.L.S.
Rory P. Causseaux, P.E.
Donnie L. Ellington, P.E.
Stephen M. McMillen, P.S.M.

December 19, 1996

Description: (by surveyor) - **Parcel 4-2**

Lot 8, Turkey Creek Unit No. 2, recorded in plat book "J", page 40, of the public records of Alachua County, Florida; Lying in Section 28, Township 8 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Begin at the Northwest corner of said Lot 8, and run South $88^{\circ}57'54''$ East 238.68 feet; Thence South $43^{\circ}15'23''$ East 55.90 feet to the Northwesterly right-of-way line of Palmetto Boulevard; said point lying a curve concave Southeasterly, having a radius of 242.30 feet, a central angle of $10^{\circ}29'23''$, and a chord bearing and distance of South $43^{\circ}56'32''$ West-44.30 feet; Thence Southwesterly along said curve and said Northwesterly right-of-way line, an arc distance of 44.36 feet to the end of said curve; Thence South $38^{\circ}41'50''$ West, along said Northwesterly right-of-way line, 138.27 feet to the beginning of a curve concave Northwesterly, having a radius of 25.00 feet and a central angle of $51^{\circ}58'27''$; Thence Southwesterly along said curve an arc distance of 22.68 feet to the end of said curve and the North right-of-way line of N.W. 115th Lane; Thence North $89^{\circ}19'43''$ West, along said North right-of-way line, 142.22 feet; Thence North $00^{\circ}40'17''$ East 192.55 feet to the Point-of-Beginning.

Containing 0.98 Acres more or less.

smm/96-368mp.des

6011 NW 1st Place, Gainesville, Florida, 32607 - P.O. Box 15628, 32604 - Phone: (352) 331-1976 - Fax: (352) 331-2476

EXHIBIT "A" TO QUIT-CLAIM DEED TO/FROM NORWOOD W. HOPE

Page 3



Chance & Causseaux, Inc.

Engineers • Surveyors • Planners

Wayne Chance, P.L.S.
Rory D. Causseaux, P.E.
Donnie L. Ellington, P.E.
Stephen M. MacMillen, P.S.M.

December 19, 1996

Description: (by surveyor) - Parcel 6-2

A part of Lots 11, 12, and 13, Turkey Creek Unit No. 2, recorded in plat book "J", page 40, of the public records of Alachua County, Florida; Lying in Section 28, Township 8 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Southwest corner of said Lot 13, and run North $11^{\circ}15'01"$ East 147.10 feet to the Point-of-Beginning of the herein described parcel; Thence continue North $11^{\circ}15'01"$ East 115.03 feet; Thence North $31^{\circ}04'22"$ East 139.15 feet; Thence South $78^{\circ}00'45"$ East 172.51 feet; Thence South $89^{\circ}12'22"$ West 57.80 feet; Thence South $13^{\circ}37'48"$ East 190.09 feet to the North right-of-way line of N.W. 115th Lane; said point lying on a curve concave Southeasterly, having a radius of 180.00 feet, a central angle of $51^{\circ}21'33"$, and a chord bearing and distance of South $62^{\circ}49'03"$ West-156.00 feet; Thence Southwesterly, along said curve an arc distance of 161.35 feet; Thence North $75^{\circ}28'20"$ West 235.26 feet to the Point-of-Beginning.

Containing 1.70 Acres more or less.

NOTE: Should be
East

smm/96-368mp.des

6011 NW 1st Place, Gainesville, Florida, 32607 - P.O. Box 15628, 32604 - Phone: (352) 331-1976 - Fax: (352) 331-2476

EXHIBIT "A" TO QUIT-CLAIM DEED TO/FROM NORWOOD W. HOPE

(enclose self-addressed)
(stamped envelope))
Return to: A. BICE HOPE, ESQ.)
Address: P.O. Box 5217)
Gainesville, FL)
32627)
This Instrument Prepared by:)
Name: A. BICE HOPE, ESQ.)
Address: P.O. Box 5217)
Gainesville, FL)
32627)

less out

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1936927 2 PGS
2003 MAY 20 09:35 AM BK 2671 PG 951
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK1 Receipt#140004

Doc Stamp-Deed: 0.70

Property Appraiser Parcel Identification (Folio) Number(s):
05900-160-050



CORRECTIVE QUIT-CLAIM DEED 1936927

THIS CORRECTIVE QUIT-CLAIM DEED, executed this 15th day of May, 2003, by NORWOOD W. HOPE, first party, whose post office address is 158 Turkey Creek, Alachua, Florida 32615, to N. FOREST HOPE, whose post office address is 158 Turkey Creek, Alachua, Florida 32615, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Alachua, State of Florida, to-wit:

See attached Exhibit "A"

THIS CORRECTIVE QUIT-CLAIM DEED IS BEING RECORDED TO CORRECT A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF THE QUIT CLAIM DEED RECORDED AT O.R. BOOK 2488, PAGE 440.

THIS PROPERTY IS NOT NOW NOR HAS IT EVER BEEN HOMESTEAD OF THE GRANTOR.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in presence of:

Sign Helen H. De Carlis Sign Norwood W. Hope

Print Helen H. De Carlis Print Norwood W. Hope

Sign B. Thomas Faherty

Print B. Thomas Faherty

STATE OF FLORIDA:

SS:

COUNTY OF ALACHUA:

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 15th day of May, 2003, by Norwood W. Hope, and who is personally known to me or who has produced a _____ as identification.

NOTARY PUBLIC:

Sign Helen H. De Carlis

Print Helen H. De Carlis
State of Florida at Large

My Commission Number: DD200327

My Commission Expires: 4/06/07

TC1\CORRECT.QCD

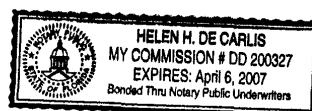


EXHIBIT "A"

A PART OF TURKEY CREEK UNIT NO. 2, RECORDED IN PLAT BOOK "J", PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; LYING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 11 OF TURKEY CREEK UNIT NO. 2, AS RECORDED IN SAID PLAT BOOK "J", PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, FOR THE POINT OF REFERENCE, AND RUN NORTH 88 DEG. 57 MIN. 54 SEC. WEST ALONG THE NORTH LINE OF SAID TURKEY CREEK UNIT NO. 2, A DISTANCE OF 91.57 FEET; THENCE RUN SOUTH 79 DEG. 24 MIN. 44 SEC. WEST A DISTANCE OF 28.50 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 04 DEG. 57 MIN. 08 SEC. EAST A DISTANCE OF 190.75 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BAHIA NORTH (60' RIGHT-OF-WAY); SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 180.00 FEET; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 58 MIN. 05 SEC., SAID CURVE BEING SUBSTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79 DEG. 57 MIN. 53 SEC. WEST, 53.11 FEET; THENCE RUN NORTH 22 DEG. 17 MIN. 22 SEC. WEST A DISTANCE OF 215.82 FEET; THENCE RUN SOUTH 78 DEG. 00 MIN. 45 SEC. EAST A DISTANCE OF 31.34 FEET; THENCE RUN NORTH 89 DEG. 12 MIN. 23 SEC. EAST A DISTANCE OF 58.70 FEET; THENCE RUN NORTH 79 DEG. 24 MIN. 44 SEC. EAST A DISTANCE OF 28.82 FEET, AND TO THE POINT OF BEGINNING.

This Instrument Prepared by:

Name: A. BICE HOPE, ESQ.
Address: P.O. Box 5217
Gainesville, FL
32627-5217

Please record and return to:

Name: A. BICE HOPE, ESQ.
Address: P.O. Box 5217
Gainesville, FL
32627-5217

Property Appraiser Parcel Identification (Folio) Number(s):
05900-160-060

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2193100 2 PGS

2005 NOV 28 02:03 PM BK 3267 PG 501
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK3 Receipt#262306
Doc Stamp-Deed: 840.00



2193100

WARRANTY DEED

18.50
858.50
THIS WARRANTY DEED, effective this 23rd day of November, 2005, by N & J HOPE FAMILY, LLC, a limited liability company existing under the laws of Florida, and having its principal place of business at 158 Turkey Creek, Alachua, Florida 32615, hereinafter called the Grantor, to THOMAS W. GUILLOT and TERESE E. GUILLOT, husband and wife, whose post office address is 571 Turkey Creek, Alachua, Florida 32615, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

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

See attached Exhibit "A"

SUBJECT TO restrictions, covenants and easements existing and/or of record.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2005.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

(Corporate Seal)

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

N & J HOPE FAMILY, LLC

Sign Michelle Schibuola

Sign N. Forest Hope

Print Michelle Schibuola

Print N. FOREST HOPE

Sign Loretta L. Hope

Title Managing Member

Print Loretta L. Hope

STATE OF FLORIDA:
COUNTY OF ALACHUA:

SS:
I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized in the County and State last aforesaid to take acknowledgments, personally appeared N. FOREST HOPE, managing member of N & J Hope Family, LLC, a Florida limited liability company, described in and who acknowledged that he executed the foregoing instrument and who is personally known to me or has produced a N/A as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of November, 2005.

NOTARY PUBLIC

SIGN: B. Thomas Faherty

PRINT: B. THOMAS FAHERTY

State of Florida at Large
My Commission Expires:
My Commission Number:

TCI/GUILLOTS.WD



B. THOMAS FAHERTY
MY COMMISSION # DD 356871
EXPIRES: October 27, 2008
Bonded Thru Budget Notary Services

EXHIBIT "A"

That part of Lot 12, Replat of a Portion of Turkey Creek Unit No. 2, as per plat thereof recorded in Plat Book R, Page 66 of the Public Records of Alachua County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 12, Replat of a Portion of Turkey Creek Unit No. 2, as per plat thereof recorded in Plat Book R, Page 66 of the Public Records of Alachua County, Florida, thence North 11 deg. 15 min. 01 sec. East along the West line of said Lot 12 for 115.03 feet; thence North 31 deg. 04 min. 22 sec. East for 69.90 feet to the Point of Beginning; thence South 46 deg. 56 min. 19 sec. East for 284.35 feet to an intersection with the Northwesterly right of way line of Bahia North; thence Northeasterly along said Northwesterly right of way line and along a curve to the right, said curve having a radius of 179.50 feet; a central angle of 17 deg. 14 min. 27 sec. And a chord of 53.81 feet that bears North 62 deg. 58 min. 43 sec. East, for 54.01 feet; thence North 22 deg. 17 min. 22 sec. West for 215.82 feet; thence North 78 deg. 00 min. 45 sec. West for 141.17 feet; thence South 31 deg. 04 min. 22 sec. West for 69.25 feet to said Point of Beginning.

PLEASE RECORD AND RETURN TO:

A. Bice Hope, Esq.
P.O. Box 5217
Gainesville,
FL 32627



I certify the attached is a true and correct copy of Articles of Merger filed on May 18, 2004, as shown by the records of this office.

The document number of the surviving entity is L04000001226

RECORDED IN OFFICIAL RECORD
INSTRUMENT # 2169669 3 PGS
2005 SEP 09 10:05 AM BK 3211 PG 140
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK12 Receipt#252132



2169669



CR2EO22 (2-03)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-ninth day of August, 2005

Glenda E. Hood

Glenda E. Hood
Secretary of State

H04000107847 3

ARTICLES OF MERGER

These Articles of Merger are intended to comply with the provisions of Florida Statutes Chapter 608.

NORWOOD W. HOPE, as the Manager of and on behalf of N & J HOPE FAMILY, LLC, a Florida limited liability company, and NORWOOD W. HOPE, as the Manager of and on behalf of N. HOPE FAMILY, LLC, hereby states that:

1. N & J HOPE FAMILY, LLC, a Florida limited liability company, whose address is 11820 Turkey Creek Blvd., Alachua, FL 32615, and N. HOPE FAMILY, LLC, a Florida limited liability company, whose address is 11820 Turkey Creek Blvd., Alachua, FL 32615, intend to merge. N & J HOPE FAMILY, LLC shall be the survivor.

2. Said LLC's are all of the constituent entities. A Plan of Merger has been adopted by the unanimous written consent of each of the owners and the sole Manager of each of each of the constituent entities in accordance with the applicable provisions of Chapter 608, F.S. A copy of the entire Plan of Merger is attached hereto as Exhibit A. The Plan of Merger is incorporated herein by reference.

3. The effective date of the merger shall be June 1, 2004.

N & J HOPE FAMILY, LLC

by: Norwood W. Hope
NORWOOD W. HOPE, Manager

N. HOPE FAMILY, LLC

by: Norwood W. Hope
NORWOOD W. HOPE, Manager

H04000107847 3

INSTRUMENT # 2169669

3 PGS

H04000107847 3

**EXHIBIT A
PLAN OF MERGER**

This Plan of Merger is intended to comply with the provisions of Florida Statutes Chapter 608.

1. N & J HOPE FAMILY, LLC, a limited liability company organized in Florida, whose address is 11820 Turkey Creek Blvd., Alachua, FL 32615 and N. HOPE FAMILY, LLC, a Florida limited liability company, whose address is 11820 Turkey Creek Blvd., Alachua, FL 32615, intend to merge.

2. N & J HOPE FAMILY, LLC shall be the survivor. 30-0249471

3. The merger shall take place on ~~January 15, 2003~~ upon filing.

4. Since the membership interests in each entity are held by the same members in the same proportions, as a result of the merger, the manner and basis of converting membership interests of N. HOPE FAMILY, LLC into membership interests of the surviving entity shall simply be that the membership interests of N. HOPE FAMILY, LLC shall cease to exist. There are no outstanding rights to acquire membership interests.

5. NORWOOD W. HOPE is the sole Manager of the surviving entity. His business address is 11820 Turkey Creek Blvd., Alachua, FL 32615.

6. This merger is permitted by the laws of Florida. All statements required by the laws of Florida to be set forth in the Plan of Merger have been so set forth.

This Plan of Merger is hereby approved and adopted by the Members and the sole Manager of each of the entities involved on January __, 2003.

Norwood W. Hope
NORWOOD W. HOPE, as Manager of and behalf of N. HOPE FAMILY, LLC, as Manager of and on behalf of N & J HOPE FAMILY, LLC and as Trustee of Jayne F. Hope Bypass Trust, as Trustee of the Jayne F. Hope Trust, and as Trustee of the Hope Children's Trust

H04000107847 3

INSTRUMENT # 2169669

3 PGS

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
05900 160 010		1700

UNASSIGNED LOCATION RE

N & J HOPE FAMILY LLC
158 TURKEY CRK
ALACHUA, FL 32615

TURKEY CREEK PARCEL 1-2 FKA PART OF
LOTS 1-14,16-18,2
See Additional Legal on Tax Roll

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.2729	31,000	0	31,000	256.46
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.1825	31,000	0	31,000	36.66
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP35 PROJECT (S01)	1.5000	31,000	0	31,000	46.50
SCHL DISCRNRY & CN (S01)	0.7480	31,000	0	31,000	23.19
SCHL GENERAL	3.8960	31,000	0	31,000	120.78
SCHOOL VOTED (S01)	1.0000	31,000	0	31,000	31.00
SUWANNEE RIVER WATER MGT DIST	0.3840	31,000	0	31,000	11.90
17 CITY OF ALACHUA	5.3900	31,000	0	31,000	167.09
CHILDREN'S TRUST	0.5000	31,000	0	31,000	15.50
TOTAL MILLAGE					22.8734
AD VALOREM TAXES					\$709.08

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

PAY ONLINE WITH E-CHECK



SCAN TO PAY

PAY ONLY ONE AMOUNT.

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
C550 550 COUNTY FIRE SERVICES	1.000	Varies	83.34
NON-AD VALOREM ASSESSMENTS			\$83.34

COMBINED TAXES AND ASSESSMENTS \$792.42

If Paid By Please Pay	Nov 30, 2019	Dec 31, 2019	Jan 31, 2020	Feb 29, 2020	Mar 31, 2020
	\$760.72	\$768.65	\$776.57	\$784.50	\$792.42

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2019 REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

28894

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • 12 SE 1st ST, GAINESVILLE, FL 32601

ACCOUNT NUMBER	SITUS	MESSAGE
05900 160 010	UNASSIGNED LOCATION RE	

N & J HOPE FAMILY LLC
158 TURKEY CRK
ALACHUA, FL 32615

IF PAID BY	PLEASE PAY
☐ Nov 30, 2019	\$760.72
☐ Dec 31, 2019	\$768.65
☐ Jan 31, 2020	\$776.57
☐ Feb 29, 2020	\$784.50
☐ Mar 31, 2020	\$792.42



Bill History — Real Estate Account At UNASSIGNED LOCATION RE

Real Estate Account #05900 160 010

Parcel details

Latest bill

View/Print full bill history

Print this page

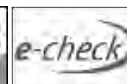
Get Bills by Email

Apply for the 2020 Installment Payment Plan

Pay all: \$760.72

Amounts as of 11/19/2019

Bill	Balance	Status	Action
2019 Annual Bill	\$760.72		Pay this bill: \$760.72 Print (PDF)
2018 Annual Bill	\$0.00	11/21/2018 Paid \$751.46 Receipt #18-0026028	Print (PDF)
2017 Annual Bill	\$0.00	11/27/2017 Paid \$768.89 Receipt #17-0032537	Print (PDF)
2016 Annual Bill	\$0.00	11/23/2016 Paid \$710.68 Receipt #16-0031621	Print (PDF)
2015 Annual Bill	\$0.00	11/25/2015 Paid \$724.34 Receipt #15-0030979	Print (PDF)
2014 Annual Bill	\$0.00	11/18/2014 Paid \$715.15 Receipt #14-0020776	Print (PDF)
2013 Annual Bill	\$0.00	11/18/2013 Paid \$714.93 Receipt #13-0017902	Print (PDF)
2012 Annual Bill	\$0.00	11/26/2012 Paid \$713.83 Receipt #12-0033323	Print (PDF)
2011 Annual Bill	\$0.00	11/21/2011 Paid \$1,094.28 Receipt #2011-1009387	Print (PDF)
2010 Annual Bill	\$0.00	07/25/2011 Paid \$2,048.04 Receipt #2010-1101806	Print (PDF)
Redeemed certificate #2182	Face \$1,944.56 Rate 6.25%	07/25/2011 Certificate redeemed 06/01/2011 Certificate issued 05/01/2011 Advertisement file created	
2009 Annual Bill	\$0.00	07/25/2011 Paid \$2,130.77 Receipt #2010-1101806	Print (PDF)
Redeemed certificate #2306	Face \$1,935.78 Rate 9%	07/25/2011 Certificate redeemed 06/01/2010 Certificate issued 05/01/2010 Advertisement file created	
2008 Annual Bill	\$0.00	12/02/2008 Paid \$1,631.30 Receipt #2008-8015212 <i>Effective 11/30/2008</i>	Print (PDF)
2007 Annual Bill	\$0.00	11/19/2007 Paid \$1,636.98 Receipt #2007-7002708	Print (PDF)
2006 Annual Bill	\$0.00	11/28/2006 Paid \$1,818.91 Receipt #2006-6004630	Print (PDF)
2005 Annual Bill	\$0.00	11/29/2005 Paid \$1,250.71 Receipt #2005-5005111	Print (PDF)
2004 Annual Bill	\$0.00	11/23/2004 Paid \$1,179.56 Receipt #2004-4008018	Print (PDF)
2003 Annual Bill	\$0.00	11/20/2003 Paid \$504.05 Receipt #2003-3015597	Print (PDF)
2002 Annual Bill	\$0.00	06/26/2003 Paid \$448.28 Receipt #2002-0278236	Print (PDF)
Redeemed certificate #1886	Face \$420.98 Rate 12%	06/26/2003 Certificate redeemed 05/28/2003 Certificate issued 05/01/2003 Advertisement file created	
Total Balance	\$760.72		Pay all: \$760.72



Parcel: 05900-160-010**Search Date: 11/19/2019 at 4:15:58 PM**

Taxpayer:	N & J HOPE FAMILY LLC	Legal:	TURKEY CREEK PARCEL 1-2 FKA PART OF LOTS 1-14,16-18,21,22,24,25,28-31 & 33-38 TURKEY CREEK UNIT 2 REPLAT R-66 VACATED PER RES R-97-5 PER OR 2089/0623) DESC AS: COM SE COR LOT 1 OF TURKEY CREEK UNIT 2 POB N 31 DEG E 112.22 FT N 59 DEG W 206.04 FT SLY ALG CURVE 48.58 FT SWLY ALG CURVE 113.55 FT S 74 DEG E 155.38 FT POB OR 2878/1228
Mailing:	158 TURKEY CRK ALACHUA, FL 32615-9572		
Location:			
Sec-Twn-Rng:	28-08-19		
Property Use:	00000 - VACANT		
Tax Jurisdiction:	ALACHUA - 1700		
Area:	TURKEY CREEK 1 & 3		
Subdivision:	N/A		

	Property	Land	Classified	Improvement	Total	Deferred	County	School	County	School	County	School
Year	Use	Value	Land Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable
2019	VACANT	31000	0	0	31000	0	31000	31000	0	0	31000	31000
2018	VACANT	31000	0	0	31000	0	31000	31000	0	0	31000	31000
2017	Vacant	31000	0	0	31000	0	31000	31000	0	0	31000	31000
2016	Vacant	30000	0	0	30000	0	30000	30000	0	0	30000	30000
2015	Vacant	30000	0	0	30000	0	30000	30000	0	0	30000	30000
2014	Vacant	30000	0	0	30000	0	30000	30000	0	0	30000	30000

Land

Land Use	Land Use Desc	Zoning Type	Zoning Desc	Lots	Acres	Sq Feet	Land Type
0140	SFR GOLF COURSE	PUD	PUD	1	0.53	23087	LT

Sales

Date	Price	Vac/Imp	Qualified	OR Book	OR Page	Instrument
2004-03-12	100	Vac	U-OLD SALE - UNQUALIFIED	2878	1228	MS
1996-12-30	100	Vac	U-OLD SALE - UNQUALIFIED	2093	1362	QD

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
05900 160 060		1700

APPLICABLE VALUES AND EXEMPTIONS BELOW

11558 NW 67TH TER

N & J HOPE FAMILY LLC
158 TURKEY CREEK
ALACHUA, FL 32615

TURKEY CREEK PARCEL 6-2 FKA PART OF
LOTS 1-14,16-18,21,22,
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.2729	31,000	0	31,000	256.46
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.1825	31,000	0	31,000	36.66
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP35 PROJECT (S01)	1.5000	31,000	0	31,000	46.50
SCHL DISCRNRY & CN (S01)	0.7480	31,000	0	31,000	23.19
SCHL GENERAL	3.8960	31,000	0	31,000	120.78
SCHOOL VOTED (S01)	1.0000	31,000	0	31,000	31.00
SUWANNEE RIVER WATER MGT DIST	0.3840	31,000	0	31,000	11.90
17 CITY OF ALACHUA	5.3900	31,000	0	31,000	167.09
CHILDREN'S TRUST	0.5000	31,000	0	31,000	15.50

TOTAL MILLAGE 22.8734

AD VALOREM TAXES

\$709.08

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

PAY ONLINE WITH E-CHECK



SCAN TO PAY

PAY ONLY ONE AMOUNT.

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT
C550 550 COUNTY FIRE SERVICES	1.000	Varies	83.34
NON-AD VALOREM ASSESSMENTS			\$83.34

COMBINED TAXES AND ASSESSMENTS \$792.42

If Paid By Please Pay	Nov 30, 2019	Dec 31, 2019	Jan 31, 2020	Feb 29, 2020	Mar 31, 2020
	\$760.72	\$768.65	\$776.57	\$784.50	\$792.42

JOHN POWER, CFC

ALACHUA COUNTY TAX COLLECTOR

2019 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

28902

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • 12 SE 1st ST, GAINESVILLE, FL 32601

ACCOUNT NUMBER	SITUS	MESSAGE
05900 160 060	11558 NW 67TH TER	

N & J HOPE FAMILY LLC
158 TURKEY CREEK
ALACHUA, FL 32615

IF PAID BY	PLEASE PAY
☐ Nov 30, 2019	\$760.72
☐ Dec 31, 2019	\$768.65
☐ Jan 31, 2020	\$776.57
☐ Feb 29, 2020	\$784.50
☐ Mar 31, 2020	\$792.42



Bill History — Real Estate Account At 11558 NW 67TH TER, ALACHUA 32615

Real Estate Account #05900 160 060

Parcel details

Latest bill

View/Print full bill history

Print this page

Get Bills by Email

Apply for the 2020 Installment Payment Plan

Pay all: \$760.72

Amounts as of 11/19/2019

Bill	Balance	Status	Action
2019 Annual Bill	\$760.72		Pay this bill: \$760.72 Print (PDF)
2018 Annual Bill	\$0.00	11/21/2018 Paid \$751.46 Receipt #18-0026028	Print (PDF)
2017 Annual Bill	\$0.00	11/27/2017 Paid \$768.89 Receipt #17-0032537	Print (PDF)
2016 Annual Bill	\$0.00	11/23/2016 Paid \$710.68 Receipt #16-0031621	Print (PDF)
2015 Annual Bill	\$0.00	11/25/2015 Paid \$724.34 Receipt #15-0030979	Print (PDF)
2014 Annual Bill	\$0.00	11/18/2014 Paid \$715.15 Receipt #14-0020776	Print (PDF)
2013 Annual Bill	\$0.00	11/18/2013 Paid \$714.93 Receipt #13-0017902	Print (PDF)
2012 Annual Bill	\$0.00	11/26/2012 Paid \$713.83 Receipt #12-0033323	Print (PDF)
2011 Annual Bill	\$0.00	11/21/2011 Paid \$1,094.28 Receipt #2011-1009387	Print (PDF)
2010 Annual Bill	\$0.00	07/25/2011 Paid \$1,758.33 Receipt #2010-1101806	Print (PDF)
Redeemed certificate #2183	Face \$1,668.65 Rate 6.25%	07/25/2011 Certificate redeemed 06/01/2011 Certificate issued 05/01/2011 Advertisement file created	
2009 Annual Bill	\$0.00	07/25/2011 Paid \$1,829.41 Receipt #2010-1101806	Print (PDF)
Redeemed certificate #2307	Face \$1,661.19 Rate 9%	07/25/2011 Certificate redeemed 06/01/2010 Certificate issued 05/01/2010 Advertisement file created	
2008 Annual Bill	\$0.00	12/02/2008 Paid \$1,305.04 Receipt #2008-8015212 <i>Effective 11/30/2008</i>	Print (PDF)
2007 Annual Bill	\$0.00	11/19/2007 Paid \$1,309.57 Receipt #2007-7002708	Print (PDF)
2006 Annual Bill	\$0.00	11/28/2006 Paid \$1,365.40 Receipt #2006-6004630	Print (PDF)
2005 Annual Bill	\$0.00	11/28/2005 Paid \$1,876.05 Receipt #2005-5004820	Print (PDF)
2004 Annual Bill	\$0.00	11/23/2004 Paid \$1,770.61 Receipt #2004-4008018	Print (PDF)
2003 Annual Bill	\$0.00	11/20/2003 Paid \$1,008.10 Receipt #2003-3015597	Print (PDF)
2002 Annual Bill	\$0.00	05/20/2003 Paid \$1,097.00 Receipt #2002-0274815 <i>Effective 04/30/2003</i>	Print (PDF)
Total Balance	\$760.72		Pay all: \$760.72



Parcel: 05900-160-060**Search Date: 11/19/2019 at 4:17:15 PM**

Taxpayer:	N & J HOPE FAMILY LLC	Legal:	TURKEY CREEK PARCEL 6-2 FKA PART OF LOTS 1-14,16-18,21,22,24,25,28-31 & 33-38 TURKEY CREEK UNIT 2 REPLAT R-66 VACATED PER RES R-97-5 PER OR 2089/0623) DESC AS: COM SW COR LOT 13 UNIT 2 N 11 DEG E 147.10 FT POB N 11 DEG E 115.03 FT N 31 DEG E 139.15 FT S 78 DEG E 172.51 FT W 57.80 FT S 13 DEG E 190.09 FT SWLY ALG CURVE 161.35 FT N 75 DEG W 235.26 FT POB (LESS PART OF LOT 11 & 12 PER OR 1992/ 2400)(LESS THAT PT OF LOT 11 & COMBINED W/5900-160-50 PER OR 2671/951) (LESS COM SW COR LOT 12 PB R-66 N 11 DEG E 115.03 FT N 31 DEG E 69.90 FT POB S 46 DEG E 284.35 FT NELY ALG CURVE 53.81 FT N 22 DEG W 215.82 FT N 78 DEG W 141.17 FT S 31 DEG W 69.25 FT POB PER OR 3267/0501) OR 3267/0501
Mailing:	158 TURKEY CREEK ALACHUA, FL 32615		
Location:	11558 NW 67TH TER ALACHUA		
Sec-Twn-Rng:	28-08-19		
Property Use:	00000 - VACANT		
Tax Jurisdiction:	ALACHUA - 1700		
Area:	TURKEY CREEK 1 & 3		
Subdivision:	N/A		

	Property	Land	Classified	Improvement	Total	Deferred	County	School	County	School	County	School
Year	Use	Value	Land Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable
2019	VACANT	31000	0	0	31000	0	31000	31000	0	0	31000	31000
2018	VACANT	31000	0	0	31000	0	31000	31000	0	0	31000	31000
2017	Vacant	31000	0	0	31000	0	31000	31000	0	0	31000	31000
2016	Vacant	30000	0	0	30000	0	30000	30000	0	0	30000	30000
2015	Vacant	30000	0	0	30000	0	30000	30000	0	0	30000	30000
2014	Vacant	30000	0	0	30000	0	30000	30000	0	0	30000	30000

Land

Land Use	Land Use Desc	Zoning Type	Zoning Desc	Lots	Acres	Sq Feet	Land Type
0140	SFR GOLF COURSE	PUD	PUD	1	0.7	30492	LT

Sales

Date	Price	Vac/Imp	Qualified	OR Book	OR Page	Instrument
2005-11-23	120000	Vac	Q-OLD SALE - QUALIFIED	3267	501	WD
2004-03-12	100	Vac	U-OLD SALE - UNQUALIFIED	2878	1228	MS
1996-12-30	100	Vac	U-OLD SALE - UNQUALIFIED	2093	1362	QD

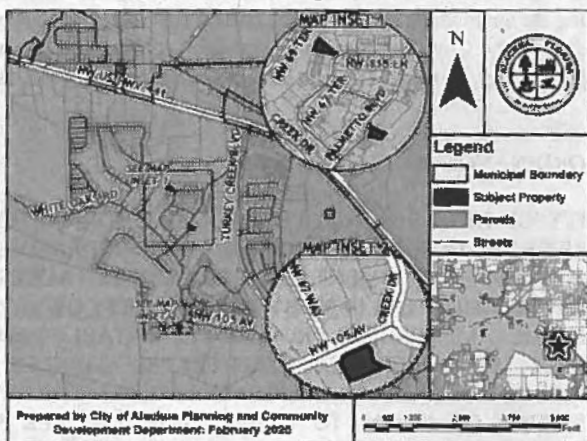




City of ALACHUA

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

Notice is hereby given that the Planning & Zoning Board of the City of Alachua will hold a public hearing on March 10, 2020, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Sergio Reyes, P.E., of eda engineers – surveyors-planners, inc., applicant and agent, for N & J Hope Family LLC and Turkey Creek, Inc., property owners, for consideration of a Final Plat for three (3) lots within the Turkey Creek Subdivision, consisting of a ± 0.70 acre, a ± 0.53 acre, and a ± 0.44 acre subject property; consisting of Tax Parcel Nos. 05900-160-060, 05900-160-010, and 05900-002-001. Future Land Use Map (FLUM) Designation: Medium Density Residential; Zoning: Planned Unit Development (PUD).



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



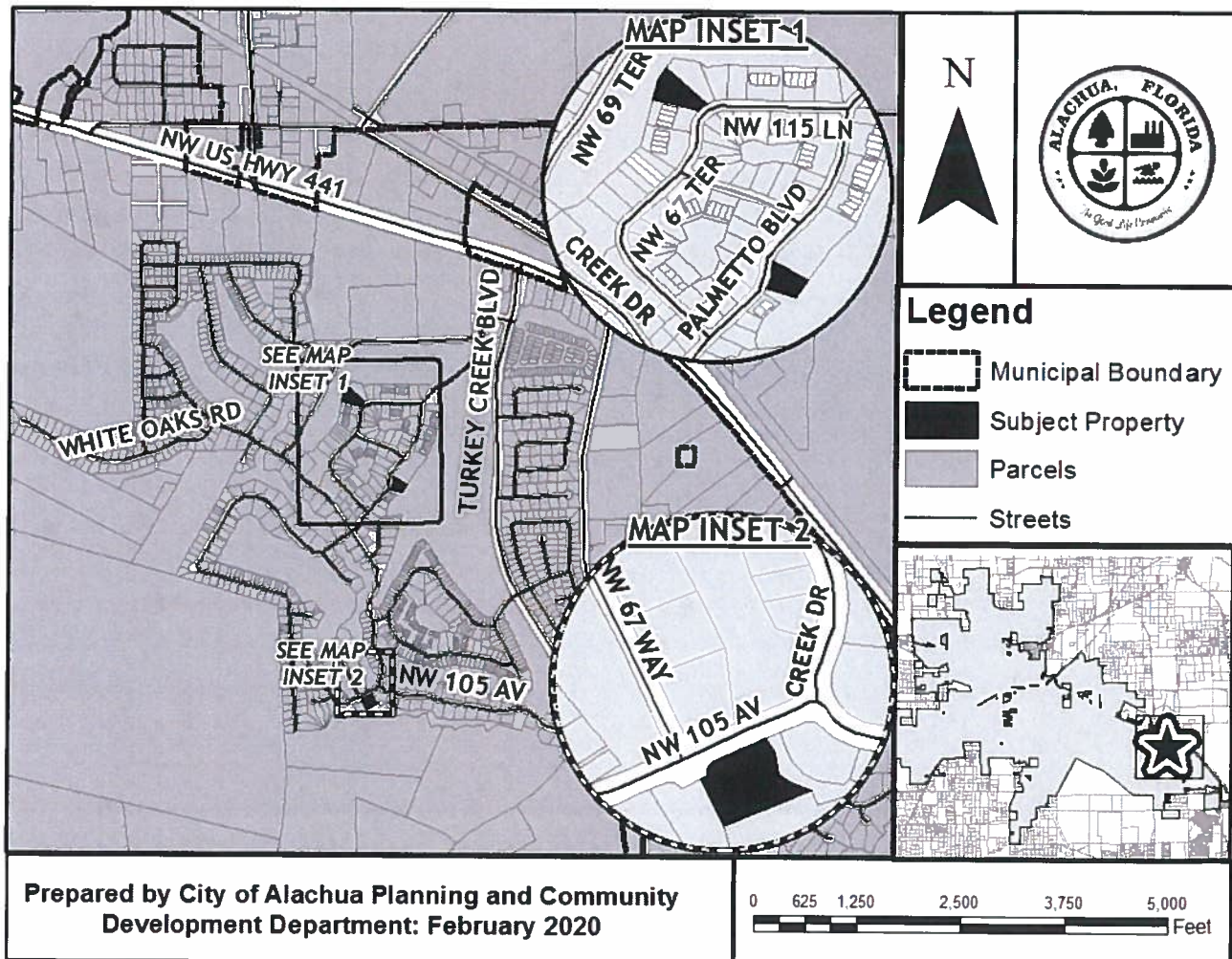
City of
ALACHUA

THE GOOD LIFE COMMUNITY

Mailed 2/24/2020
KC

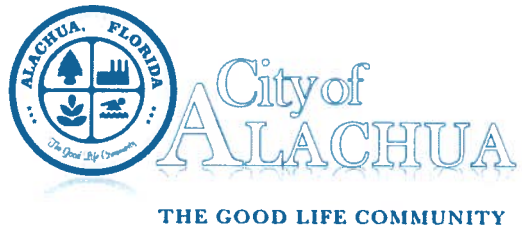
NOTICE OF PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

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



pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 101 at least 48 hours prior to the public hearing.

05900-002-003
TURKEY CREEK MASTER OWNERS
ASSOCIATION INC
1000 TURKEY CREEK BLVD
ALACHUA, FL 32615

05900-214-000
3380 OWNERS ASSOCIATION INC
10331 NW 33RD LN
GAINESVILLE, FL 32606

05900-126-007
ROARK DEWAYNE & ALICE
104 TURKEY CREEK
ALACHUA FL, FL 32615

05900-160-120
ELLIOTT & VAN AMAN
11400 PALMETTO BLVD
ALACHUA, FL 32615

05900-005-009
POTTS EDWARD R & REAGAN K
115 TURKEY CREEK
ALACHUA, FL 32615

05900-214-004
SPENCER CAROLANN MARIE
11514 NW 67TH TER
ALACHUA, FL 32615

05900-160-004
KING JERRY WADE & NANCY CAROL
11523 NW 67TH TER
ALACHUA, FL 32615

05900-002-024
TURKEY CREEK MASTER OWNERS
ASSOCIATION INC
11609 NW 62ND PL
GAINESVILLE, FL 32653-2708

05900-007-010
NELSON SHERRIE M
118 TURKEY CRK
ALACHUA, FL 32615-9570

05900-221-000
6920 OWNERS ASSOCIATION INC
127 TURKEY CREEK
ALACHUA, FL 32615

05900-215-004
BEAUMONT CECILIA D
132 TURKEY CREEK
ALACHUA, FL 32615

05900-215-002
POWER & POWER TRUSTEES
133 TURKEY CREEK
ALACHUA, FL 32615

05900-215-001
GARDNER EDWARD MARLIN
137 TURKEY CREEK
ALACHUA, FL 32615

05900-007-037
GREEN LAWRENCE W & AMELITA F
147 TURKEY CREEK
ALACHUA, FL 32615

05900-005-010
PARRISH JAMES B & ELIZABETH B
156 TURKEY CRK
ALACHUA, FL 32615-9572

05900-010-006
HOPE JAYNE F TRUST
158 TURKEY CREEK
ALACHUA, FL 32615-9572

05900-002-001
TURKEY CREEK INC
158 TURKEY CREEK
ALACHUA, FL 32615

05900-160-060
N & J HOPE FAMILY LLC
158 TURKEY CREEK
ALACHUA, FL 32615

05900-160-010
N & J HOPE FAMILY LLC
158 TURKEY CRK
ALACHUA, FL 32615-9572

05900-007-013
COLVIN JANICE G TRUSTEE
165 TURKEY CREEK
ALACHUA, FL 32615

05900-210-000
7038 BAHIA NORTH OWNERS ASSOC
169 TURKEY CREEK
ALACHUA, FL 32615

05900-210-004
YOCUM CAROLE C
169 TURKEY CRK
ALACHUA, FL 32615-9573

05900-213-003
MOORE MARK WARREN
1738 LAURA ANN LN
ORANGE PARK, FL 32073-2721

05900-005-006
EDWARDS JOHNNY WAYNE & SUSAN M
174 TURKEY CREEK
ALACHUA, FL 32615

05900-007-039
WILSON JOHNNY & SUSAN
1911 NW 67TH PL STE 9
GAINESVILLE, FL 32653

05900-226-000
GOLFVIEW OWNERS ASSOCIATION
192 TURKEY CREEK
ALACHUA, FL 32615

05900-226-004
MONROE PATRICIA JANE GRINER
192 TURKEY CRK
ALACHUA, FL 32615-9573

05900-160-141
PURPURA KAREN R
197 TURKEY CREEK
ALACHUA, FL 32615

05900-007-036
ANDERSON RAYMOND & JANICE
204 TURKEY CRK
ALACHUA, FL 32615-9339

05900-209-001
ALEXANDER ARLENE Q TRUSTEE
213 TURKEY CRK
ALACHUA, FL 32615-9339

05900-060-026
 LENTZ OLLIE J JR & DEBORAH B
 236 TURKEY CRK
 ALACHUA, FL 32615-9343

05900-210-002
 HOPKINS & O'NALE
 2467 PASSAMONTE DR
 WINTER PARK, FL 32792

05900-126-008
 GRIGGS WILLIAM R & R VINELL
 248 TURKEY CRK
 ALACHUA, FL 32615-9343

05900-126-009
 BOWMAN & BOWMAN & PEACE
 263 TURKEY CREEK
 ALACHUA, FL 32615

05900-129-001
 BOWMAN & PEACE W/H
 263 TURKEY CREEK
 ALACHUA, FL 32615

05900-213-004
 CAHILL SHAWN JAMES
 266 TURKEY CREEK
 ALACHUA, FL 32615

05900-060-032
 SANDERS LYNNE
 270 TURKEY CREEK
 ALACHUA, FL 32615

05900-060-023
 BAKER H MILTON
 275 TURKEY CRK
 ALACHUA, FL 32615-9364

05900-060-020
 PORUBCAN TRUSTEE & VIERLING TRUSTEE
 286 TURKEY CRK
 ALACHUA, FL 32615-9364

05900-210-001
 WOOD R C & PATRICIA
 303 TURKEY CRK
 ALACHUA, FL 32615-9355

05900-210-003
 PUTNEY JOYCE
 31 TURKEY CRK
 ALACHUA, FL 32615-9513

05900-160-100
 BATAS & STEBBINS
 317 TURKEY CRK
 ALACHUA, FL 32615-9355

05900-060-019
 DONLEY ROGER JAMES JR
 322 TURKEY CREEK
 ALACHUA, FL 32615

05900-160-051
 MCBRIDE DONALD WESLEY REVOCAB
 327 TURKEY CREEK
 ALACHUA, FL 32615

05900-244-001
 PLANTATION OAKS VILLAS LLC
 327 TURKEY CREEK
 ALACHUA, FL 32615

05900-244-002
 PLANTATION OAKS VILLAS LLC
 327 TURKEY CREEK
 ALACHUA, FL 32615

05900-244-000
 PLANTATION OAKS VILLAS LLC
 327 TURKEY CREEK
 ALACHUA, FL 32615

05900-007-014
 ZEUNIK MICHAEL J & DEBORAH M
 332 TURKEY CRK
 ALACHUA, FL 32615-9355

05900-160-142
 KITTS-TURNER JOHN S VICKI LIFE ESTATE
 339 TURKEY CREEK
 ALACHUA, FL 32615

05900-060-027
 BROWN JANET F
 347 TURKEY CRK
 ALACHUA, FL 32615-9367

05900-160-110
 HOOKER HARRY G & JUDITH F
 354 TURKEY CRK
 ALACHUA, FL 32615-9367

05900-150-014
 LANES ROBERT H
 370 TURKEY CREEK
 ALACHUA, FL 32615

05900-002-013
 PIENAAR ELIZABETH F
 4 TURKEY CREEK
 ALACHUA, FL 32615

05900-005-007
 JEFFERS LYNN MARIE
 40 TURKEY CREEK
 ALACHUA, FL 32615

05900-016-007
 ENTRUST HOLDINGS LLC
 4021-A NORTHEAST 2 WAY
 GAINESVILLE, FL 32609

05900-160-121
 AMICK JACK ALLEN & LORRAINE R
 417 TURKEY CREEK
 ALACHUA, FL 32615-9302

05900-006-050
 HALL & LEAHY W/H
 421 TURKEY CREEK
 ALACHUA, FL 32615

05900-160-111
 KIESZEK & WARE-KIESZEK H/W
 424 TURKEY CREEK
 ALACHUA, FL 32615

05900-214-002
 SMITH LESLIE
 433 TURKEY CREEK
 ALACHUA, FL 32615

05900-002-023
 GRISSOM CATHERINE J
 481 TURKEY CREEK
 ALACHUA, FL 32615

05900-007-040
 HUGGINS ALEXANDER JULIAN & JACQUELINE
 ROBINSON
 491 TURKEY CREEK
 ALACHUA, FL 32615

05900-160-020
 DEROCHEMONT ROBERT SR
 537 NE 7TH AVE
 GAINESVILLE, FL 32601-4388

05900-160-050
 BANKS BARRY W & MARITZ
 541 TURKEY CREEK
 ALACHUA, FL 32615

05900-215-003
 CHAPMAN BURISTINE
 543 TURKEY CREEK
 ALACHUA, FL 32615

05900-007-015
 DILLARD DOUGLAS
 552 TURKEY CREEK
 ALACHUA, FL 32615

05900-209-000
 TURKEY CREEK CLUB VILLAS OWNE
 5522 NW 43RD ST #B
 GAINESVILLE, FL 32653

05900-160-122
 LELE & MUKHTYAR W/H
 553 TURKEY CREEK
 ALACHUA, FL 32615

05923-011-001
 ALACHUA COUNTY
 5620 NW 120TH LN
 GAINESVILLE, FL 32653

05900-160-061
 GUILLOT THOMAS W & TERESE E
 571 TURKEY CREEK
 ALACHUA, FL 32615

05900-214-003
 BATTISTE DENISE
 579 TURKEY CREEK
 ALACHUA, FL 32615

05900-160-143
 WYNN JACLYN
 582 TURKEY CREEK
 ALACHUA, FL 32615

05900-005-008
 COLLINS SHAUN M & MARION M
 587 TURKEY CREEK
 ALACHUA, FL 32615

05900-007-041
 ACKERMAN MARK R & MARY R
 612 TURKEY CREEK
 ALACHUA, FL 32615

05900-226-001
 CALDWELL NORA EVELYN
 63 TURKEY CREEK
 ALACHUA, FL 32615

05900-160-144
 TERRE FIRMA BUILDERS CORP
 6342 NW 18TH DR STE 5
 GAINESVILLE, FL 32653

05900-231-003
 WELLMAN SARA ELIZABETH
 6519 NW 115TH LN
 ALACHUA, FL 32615

05900-231-004
 ROBINSON ROBERT
 6521 NW 115TH LN
 ALACHUA, FL 32615

05900-160-001
 YOUNG KAREN H
 656 TURKEY CREEK
 ALACHUA, FL 32615

05900-007-011
 LEWIS & WILDING-LEWIS H/W
 660 TURKEY CREEK
 ALACHUA, FL 32615

05900-007-038
 RAYSIN HARRY & REBECCA
 67 TURKEY CREEK
 ALACHUA, FL 32615

05900-221-004
 MANN JANE E
 6714 NW 113TH LN
 ALACHUA, FL 32615

05900-006-046
 DEMARIE & THIGPEN III TRUSTEES
 673 TURKEY CREEK
 ALACHUA, FL 32615

05900-160-090
 DEMARIE & THIGPEN III W/H
 673 TURKEY CREEK
 ALACHUA, FL 32615

05900-007-012
 MCCOY & GRAY
 721 TURKEY CREEK
 ALACHUA, FL 32615

05900-150-013
 HARRISON KATHRYN D
 731 TURKEY CREEK
 ALACHUA, FL 32615

05900-160-005
 LANDER ANTHONY F & CORA A
 733 TURKEY CREEK
 ALACHUA, FL 32615

05900-160-003
 SHORES & SHORES
 81 TURKEY CREEK
 ALACHUA, FL 32615

05900-218-000
 3323 BAHIA SOUTH OWNERS ASSOC
 8100 NW 27TH BLVD APT D419
 GAINESVILLE, FL 32606

05900-226-002
 GRISSOM ROBERT A
 811 TURKEY CREEK
 ALACHUA, FL 32615

05900-160-140
 MCMANUS JAMES W & JANE S
 815 TURKEY CREEK
 ALACHUA, FL 32615

05900-226-003
HOUTS DAVID C & BETH
827 TURKEY CREEK
ALACHUA, FL 32615

05900-005-011
MAULDIN DAN M & PEGGY ANN
87 TURKEY CRK
ALACHUA, FL 32615-9569

05900-150-017
NORMAN CHESTER D & ANGELA
8929 SE 90TH AVE
NEWBERRY, FL 32669-7321

05900-214-001
HARRIS SEAN
927 TURKEY CREEK
ALACHUA, FL 32615

05900-100-000
TURKEY CREEK MASTER OWNERS AS
PO BOX 14705030
GAINESVILLE, FL 32614

05900-231-002
FREY FRANCES A TRUSTEE
PO BOX 358554
GAINESVILLE, FL 32635-8554

05900-231-000
7115 BAHIA NORTH OWNERS ASSN
PO BOX 358554
GAINESVILLE, FL 32635-8554

05900-213-001
MARTIN R M
PO BOX 632
MARTINSVILLE, VA 24114-0632

05900-213-002
MARTIN R M
PO BOX 632
MARTINSVILLE, VA 24114-0632

05900-213-000
3216 OWNERS ASSOCIATION INC
PO DRAWER 1589
GAINESVILLE, FL 32602

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

Dan Rhine
288 Turkey Creek
Alachua, FL 32615

Tom Gorman
9210 NW 59th Street
Alachua, FL 32653

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

Peggy Arnold
410 Turkey Creek
Alachua, FL 32615

David Forest
23 Turkey Creek
Alachua, FL 32615

President of TCMOA
1000 Turkey Creek
Alachua, FL 32615

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

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

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

Lynn Coullias
7406 NW 126th Ave
Alachua, FL 32615

Lynda Coon
7216 NW 126 Avenue
Alachua, FL 32615

Tamara Robbins
PO Box 2317
Alachua, FL 32616

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

Bonnie Flynn
16801 NW 166th Drive
Alachua, FL 32615

Hugh & Jean Calderwood
PO Box 2307
Alachua, FL 32616

AFFIDAVIT FOR POSTED LAND USE SIGN

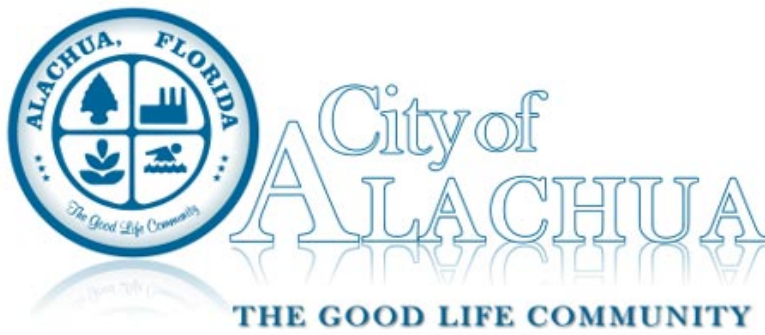
I Melissa Watson, POSTED THE LAND USE
(Name)
SIGN ON 2/24/2020 FOR THE Turkey Creek 3 Lot Final Plat Minor S/D
(Date) (State type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.

Melissa Watson
(Signature)

Three (3)
(Number of signs)



Board/Committee Agenda Item

MEETING DATE: 3/10/2020

SUBJECT: Special Exception Permit - Tara Baywood – Townhouses: A request by Chistopher Gmuer, P.E., of Gmuer Engineering, LLC, applicant and agent for Alachua Development Co, LLC, property owner, for consideration of a Special Exception Permit to allow townhouses in the Residential Single Family-6 ("RSF-6") zoning district related to the proposed Tara Baywood Preliminary Plat.; Consisting of a portion of Tax Parcel Number 03067-006-000; FLUM: Medium Density Residential; Zoning: Residential Single Family - 6 ("RSF-6").

PREPARED BY: Adam Hall, AICP

RECOMMENDED ACTION:

Staff recommends that the Planning & Zoning Board approve the Special Exception Permit for townhouses in the RSF-6 zoning district, upon making the following motion:

Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Special Exception Permit for townhouses in the RSF-6 zoning district for the Tara Baywood preliminary plat, subject to the two (2) conditions provided in Exhibit "A" and located on page 14 of the Staff Report.

Summary

This application is a request by Christopher Gmuer, P.E., of Gmuer Engineering, LLC., applicant and agent for Alachua Development Co, LLC., property owner, for consideration of a Special Exception Permit for to allow townhouses in the RSF-6 (Residential Single Family- 6) zoning district related to the Tara Baywood Preliminary Plat.

Table 4.1-1 of the City's Land Development Regulations (LDRs) establishes the uses permitted within each zoning district. Townhouses are permitted by Special Exception Permit in the RSF-6 (Residential Single Family -6) zoning district.

Section 2.4.4(A) of the City's LDRs states that uses that require a Special Exception Permit are those which are, "... generally compatible with the other uses permitted in a zone district, but require individual review of their location, design, configuration, density, intensity, and public facility impact to determine the appropriateness of the use on any particular site in the district and their compatibility with adjacent uses." Once a Special Exception is granted, the approval shall run with the land and shall not be affected by a change in ownership, unless specifically conditioned as part of the approval.

Townhouses are subject to Use-Specific Standards provided in Section 4.3.1(A)(3) of the City's LDRs. An analysis of this application's compliance with the standards established in Section 4.3.1(A)(3) is provided within this report.

This Special Exception Permit application is a companion application to an application for the Tara Baywood Preliminary Plat.

ATTACHMENTS:

Description

- ▢ Tara Baywood Preliminary Plat- Part 1
- ▢ Tara Baywood Preliminary Plat- Part 2
- ▢ Staff Report and Staff Supporting Materials
- ▢ Application and Supporting Materials
- ▢ Neighborhood Workshop Materials
- ▢ Public Notice Materials for the 03/10/2020 PZB Hearing

TARA BAYWOOD

CITY OF ALACHUA TOWNHOUSE RESIDENTIAL SUBDIVISION PRELIMINARY PLAT

PROJECT INFORMATION

PROJECT NAME	TARA BAYWOOD TOWNHOUSE RESIDENTIAL SUBDIVISION
LOCATION	TP# 03067-006-000 GENERALLY NW OF NW 147TH TERR AND NW 161ST AVE ±35.26 ACRES
PROPERTY OWNER	TP# 03067-006-000 ALACHUA DEVELOPMENT CO, LLC 16469 BRIDLEWOOD CIRCLE DELRAY BEACH, FL 33445
CIVIL ENGINEER	CHRISTOPHER A. G穆ER, PE G穆ER ENGINEERING, LLC (352) 281-4928 - chris@gmuering.com 2603 NW 13th ST BOX 314 GAINESVILLE, FL 32609
SURVEYOR	TRAVIS P. BARRINEAU, PSM ALACHUA DEVELOPMENT CO, LLC 1309 S.E. 25TH LOOP, STE #103 OCALA, FL 34471 352-622-3133 travis@mbarrineau.com
LANDSCAPE ARCH / IRRIGATION DESIGN	ELISABETH MANLEY Manley Design, LLC (352) 363-7412 emanley@manleydesign.net 3462 NW 14th AVE GAINESVILLE, FL 32605
ZONING	TP# 03067-006-000 RSF-6
LAND USE	MEDIUM DENSITY RESIDENTIAL
PROPOSED USE	TOWNHOUSE
AREA OF PROJECT	±35.26 ACRES
MAX UNITS	211 UNITS (NONE PROPOSED WITH THIS APPLICATION)
LOT AREA	6,000 SF PER UNIT FOR FIRST 2 UNITS 2,000 SF PER UNIT FOR EACH ADDITIONAL UNIT
LOT WIDTH	MIN 40'
FRONT SETBACK	15'
SIDE SETBACK	5' FOR EACH BUILDING SIDE
REAR SETBACK	10'
MAX HEIGHT	65'
TOWNHOUSE HEIGHT	MAX 2-STORIES WHEN WITHIN 100' OF SINGLE-FAMILY RESIDENTIAL DISTRICT (RSF-1, RSF-3, RSF-4, AND RSF-6) AND EXISTING SINGLE-FAMILY ATTACHED DEVELOPMENT
TOWNHOUSE FACADE	BUILDING FACADES FACING SINGLE-FAMILY DISTRICTS OR SINGLE-FAMILY DETACHED DEVELOPMENT SHALL INCORPORATE A MIN OF 2 DESIGN FEATURES LISTED IN SECTION 4.3.1(A)(5)(b)
LOT COVERAGE	MAX 60%
GROSS DENSITY	MAX 6 DWELLING UNITS / ACRE
OPEN SPACE	MIN 10% OF GROSS SITE AREA
PERIMETER BUFFER	ADJACENT TO SINGLE-FAMILY DETACHED: 10' TYPE C SEMI-OPAQUE ADJACENT TO VACANT LAND: HALF OF 10' TYPE C SEMI-OPAQUE ADJACENT TO SINGLE-FAMILY DETACHED: 15' ADJACENT TO RETAIL MORE THAN 50K SF: NONE

REQUIRED PARKING	2 SPACES PER UNIT (GARAGE AND DRIVEWAY) = 211 SPACES PLUS TWO OFF-STREET PARKING SPACES FOR EACH ADDITIONAL 50 DWELLING UNITS ABOVE THE INITIAL 50 DWELLING UNITS, OR MAJOR FRACTION THEREOF = (211 - 50) X 2 PER 50 = 7 SPACES OFF-STREET PARKING NEXT TO A BUILDING SHALL PROVIDE A MINIMUM OF 50% OF OFF-STREET PARKING ON THE SIDE OR REAR OF THE BUILDING OFF-STREET PARKING ADJACENT TO ROW SHALL BE SCREENED WITH A COMPLETELY OPAQUE VEGETATIVE SCREEN, FENCE OR WALL, A MINIMUM OF 3' HIGH
GARAGE DESIGN	TOWNHOUSE GARAGES DOORS FACING A STREET: MAX 10' WIDE; MAX 2 DOORS PER UNIT, MIN 2' BETWEEN DOORS, MAX TWO GARAGE DOORS IN A GROUP FROM ANOTHER GROUP BY A DISTANCE OF 10'; ATTACHED GARAGES TO BE RECESSED MIN 2' BEHIND FRONT FACADE OR FLUSH WITH FRONT FACADE WHEN MIN 3' BEHIND A PORCH OR WHEN UPPER STORY OVERHANGS MIN 2'

UTILITY INFORMATION

POTABLE WATER	CITY OF ALACHUA IS THE PROVIDER AND CONNECTIONS WILL BE MADE TO THE EXISTING DISTRIBUTION SYSTEM LOCATED ADJACENT TO THE SITE IN THREE LOCATIONS: NW 163rd PL, NW 161st AVE, AND TO THE NORTH FROM TARA FOREST EAST
WASTEWATER	CITY OF ALACHUA IS THE PROVIDER AND THE SUBDIVISION WILL GRAVITY FEED TO SOUTHWEST ALONG THE WESTERN EDGE OF LOWES TO THE CITY LIFT STATION
ELECTRIC	CITY OF ALACHUA IS DETERMINING HOW THIS SUBDIVISION WILL BE SERVICED
STORMWATER	ALL RUNOFF WILL BE CONVEYED FROM THE ROW, RESIDENTIAL LOTS, OPEN SPACE, ETC. TO THE STORMWATER MANAGEMENT FACILITIES BY PIPE AND STORM STRUCTURES. THE PIPE AND STRUCTURES LOCATED WITHIN THE ROW WILL BE MAINTAINED BY THE CITY OF ALACHUA. THE PIPE AND STRUCTURES LOCATED WITHIN LOTS AND OPEN AREAS WILL BE MAINTAINED BY THE HOA. THE OPEN AREAS AND STORMWATER MANAGEMENT FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA.
CABLE	COX WILL BE THE PROVIDER
TELEPHONE	WINDSTREAM WILL BE THE PROVIDER

LEGAL DESCRIPTION:

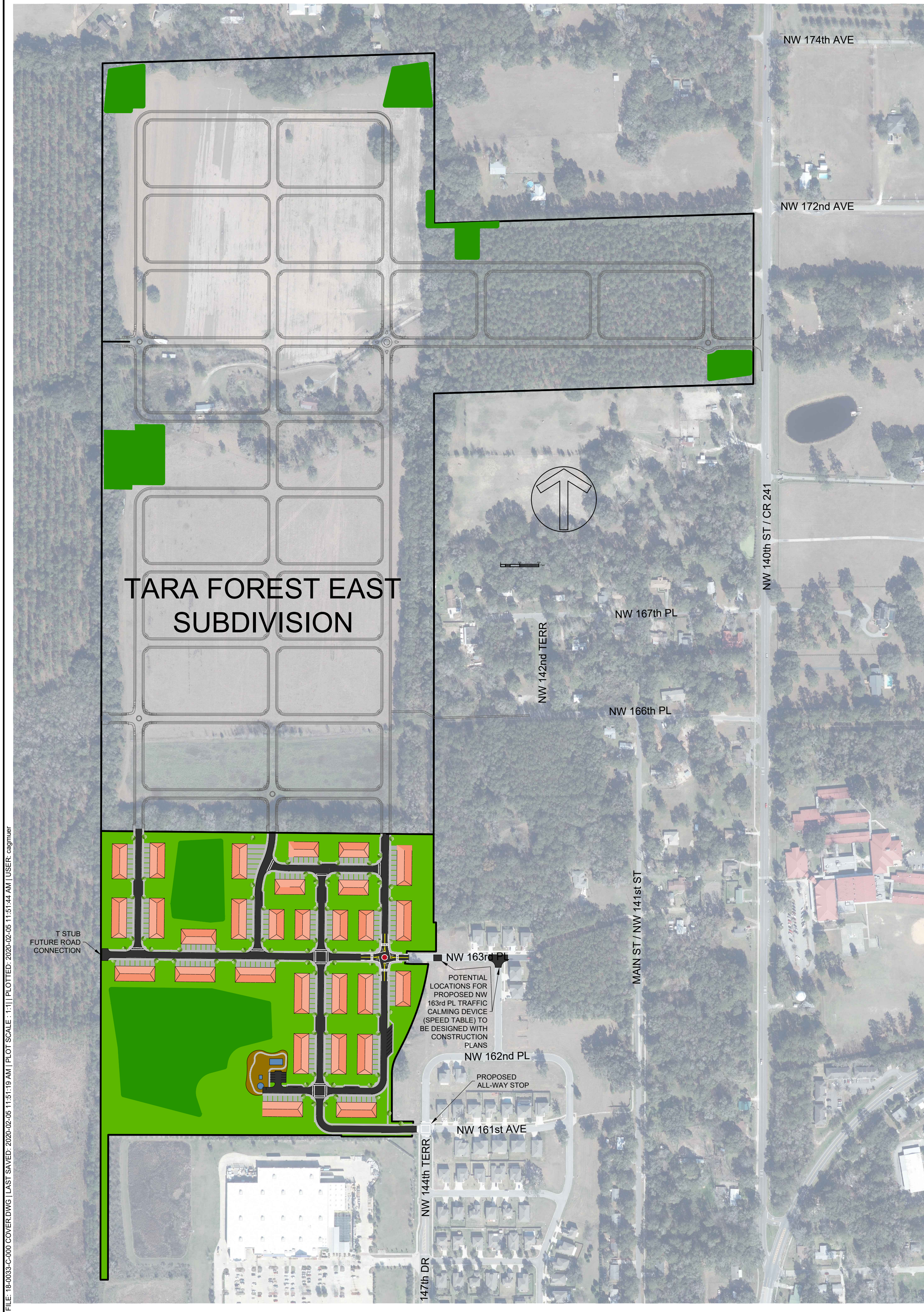
TP# 03067-006-000
A PORTION OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF BAYWOOD PHASE 1C, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 17 AND 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE N 89°56'50"E, ALONG THE SOUTH BOUNDARY OF SAID BAYWOOD PHASE 1C, A DISTANCE OF 85.50 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S 04°52'19"W, A DISTANCE OF 60.27 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3823, PAGE 513 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) CALLS: N 89°54'58"W, A DISTANCE OF 280.91 FEET; THENCE N 01°44'51"W, A DISTANCE OF 4.97 FEET; THENCE N 89°55'41"W, A DISTANCE OF 421.90 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 03°47'08" AND A CHORD BEARING AND DISTANCE OF N 88°15'28"W, 7.60 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 7.60 FEET TO THE END OF SAID CURVE; THENCE N 89°54'28"W, A DISTANCE OF 499.80 FEET TO A POINT ON THE EAST BOUNDARY OF A 30 FOOT NON-EXCLUSIVE ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3819, PAGE 825 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3823, PAGE 513, ALONG THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT AND THE SOUTHERLY PROJECTION THEREOF, S 00°04'34"W, A DISTANCE OF 576.90 FEET TO A POINT ON THE NORTH BOUNDARY OF BAYWOOD CENTRE AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY PROJECTION OF THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT, ALONG THE NORTH BOUNDARY OF SAID BAYWOOD CENTRE, S 89°57'21"W, A DISTANCE OF 29.75 FEET TO A POINT ON THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10; THENCE DEPARTING THE NORTH BOUNDARY OF SAID BAYWOOD CENTRE, ALONG SAID WEST BOUNDARY, N 00°04'30"E, A DISTANCE OF 1786.13 FEET TO THE N.W. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2082, PAGE 2132 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10, ALONG THE NORTH BOUNDARY OF SAID LANDS, S 89°25'48"E, A DISTANCE OF 1324.74 FEET TO THE N.E. CORNER OF SAID LANDS AND A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE ALONG SAID EAST BOUNDARY, S 00°01'22"W, A DISTANCE OF 351.01 FEET TO THE N.W. CORNER OF LOT 2, BLOCK 15, OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 'A', PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 15 OF SAID ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, N 88°22'19"E, A DISTANCE OF 9.89 FEET TO THE N.W. CORNER OF AFOREMENTIONED BAYWOOD PHASE 1C; THENCE ALONG THE WESTERLY BOUNDARY OF SAID BAYWOOD PHASE 1C, THE FOLLOWING TEN (10) COURSES: S 00°03'52"W, A DISTANCE OF 115.81 FEET; THENCE N 89°55'23"W, A DISTANCE OF 87.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 05°55'28" AND A CHORD BEARING AND DISTANCE OF N 87°00'29"W, 28.42 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 28.44 FEET TO THE END OF SAID CURVE; THENCE S 08°59'15"W, A DISTANCE OF 50.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 08°18'13" AND A CHORD BEARING AND DISTANCE OF S 86°50'30"E, 35.74 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 35.76 FEET TO THE END OF SAID CURVE; THENCE S 89°55'23"E, A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1012.50 FEET, A CENTRAL ANGLE OF 19°41'51" AND A CHORD BEARING AND DISTANCE OF S 17°43'27"W, 328.95 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 330.41 FEET TO THE END OF SAID CURVE; THENCE S 27°12'36"W, A DISTANCE OF 60.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 154.50 FEET, A CENTRAL ANGLE OF 27°04'08" AND A CHORD BEARING AND DISTANCE OF S 13°38'50"W, 72.31 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 72.99 FEET TO THE END OF SAID CURVE; THENCE S 00°04'10"W, A DISTANCE OF 189.27 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 35.26 ACRES, MORE OR LESS.

SHEET INDEX

C-000	COVER & SHEET INDEX
C-001	MASTER DEVELOPMENT PLAN & AERIAL
C-005	VICINITY MAP
C-021	PRE-DEVELOPMENT DRAINAGE MAP
C-022	POST-DEVELOPMENT DRAINAGE MAP
C-031	TYPICAL LOTS & SETBACKS
C-032	TYPICAL MINI-ROUNDBOUT & INTERSECTIONS
C-033	TYPICAL RIGHT-OF-WAY & ROAD SECTIONS
C-070	MASTER PRELIMINARY PLAT & PHASING
C-071 to C-072	DETAILED PRELIMINARY PLAT & PHASING
C-253	STORMWATER MANAGEMENT FACILITY PLAN
C-300	MASTER UTILITY PLAN
V-1	BOUNDARY, TOPOGRAPHIC & TREE SURVEY
V-2	BOUNDARY, TOPOGRAPHIC & TREE SURVEY

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PRELIMINARY
BUDGETING

PRECING :
CONSTRUCTION :

PERMITTING / DESIGN REVISIONS :
2019-05-24 SRWMD SUBMITTAL
2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL
2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL

ENGINEER OF RECORD :
CHRISTOPHER A. G穆ER
FL PE # 71599
2020-02-05

NOT
FOR FINAL
RECORDING

FL CA # 91533
2603 NW 13th St, Box 314
Gainesville, FL 32609

TARA FOREST, INC.
C.A. G穆ER, PE
C.A. G穆ER, PE

CLIENT :
DESIGN :
QUALITY CONTROL :
CITY OF ALACHUA PRELIM PLAT #
SRWMD APP #
SRWMD PROJECT #

TARA BAYWOOD
TOWNHOUSE
SUBDIVISION

COVER &
SHEET INDEX

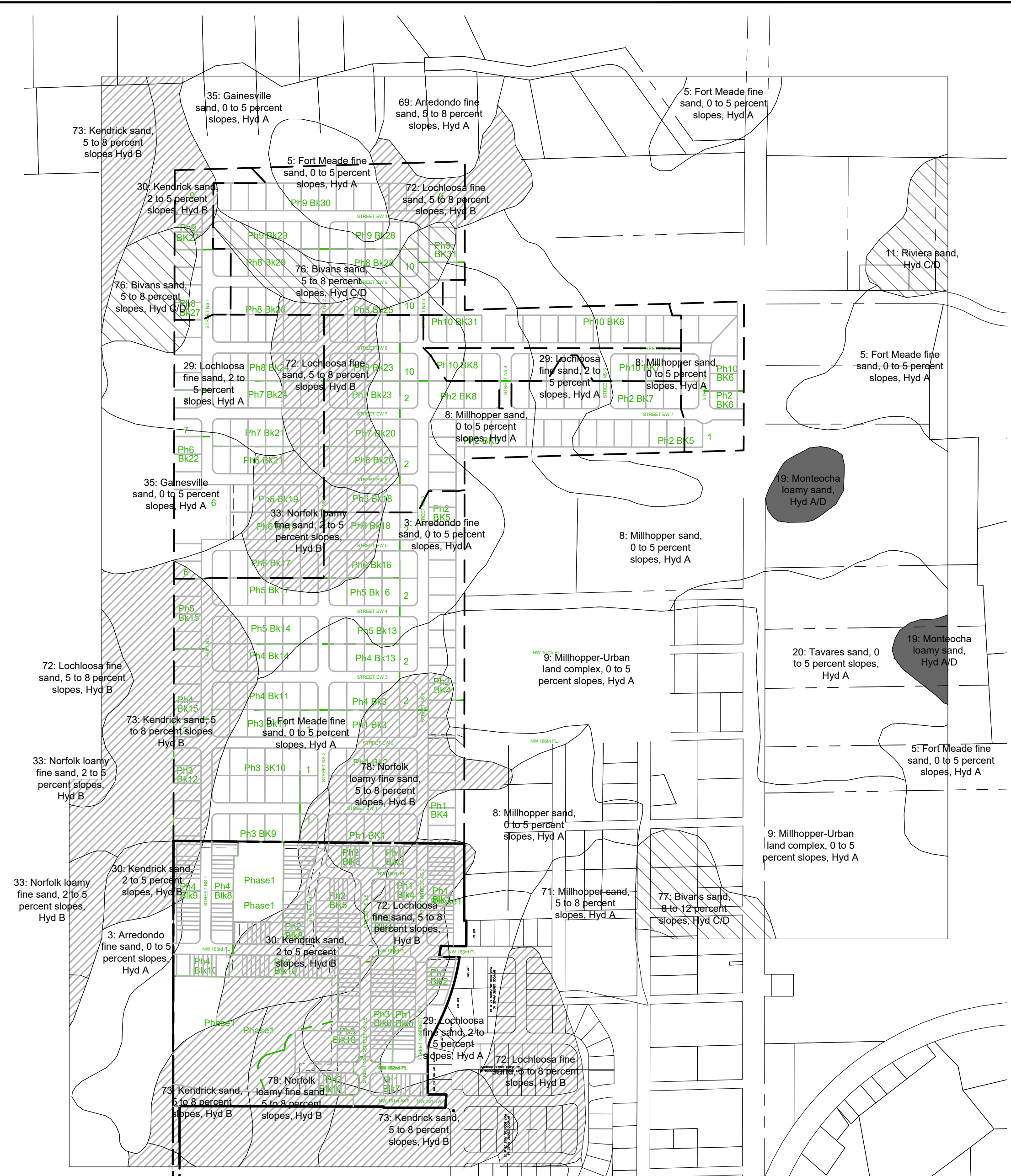
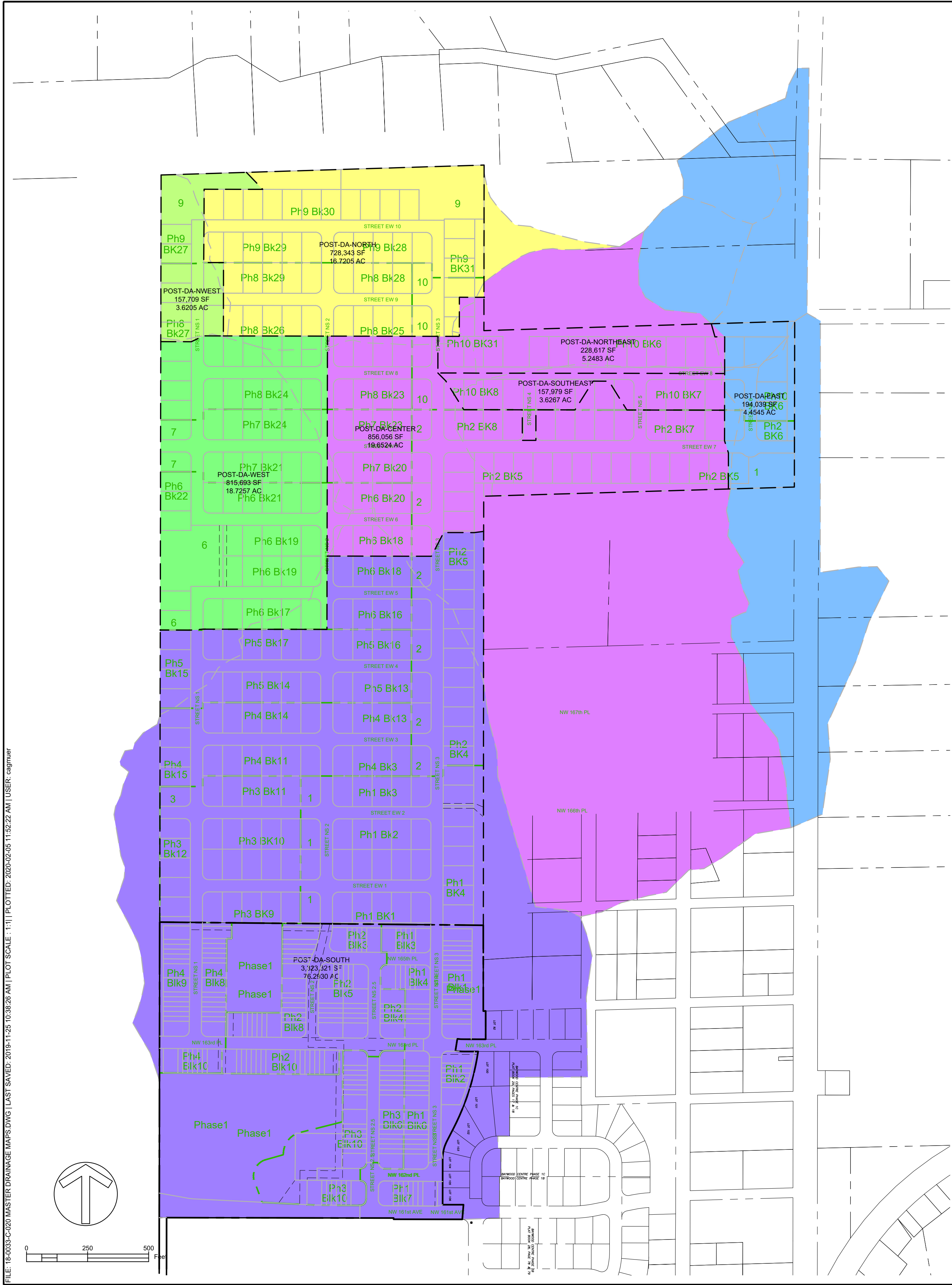
C-000



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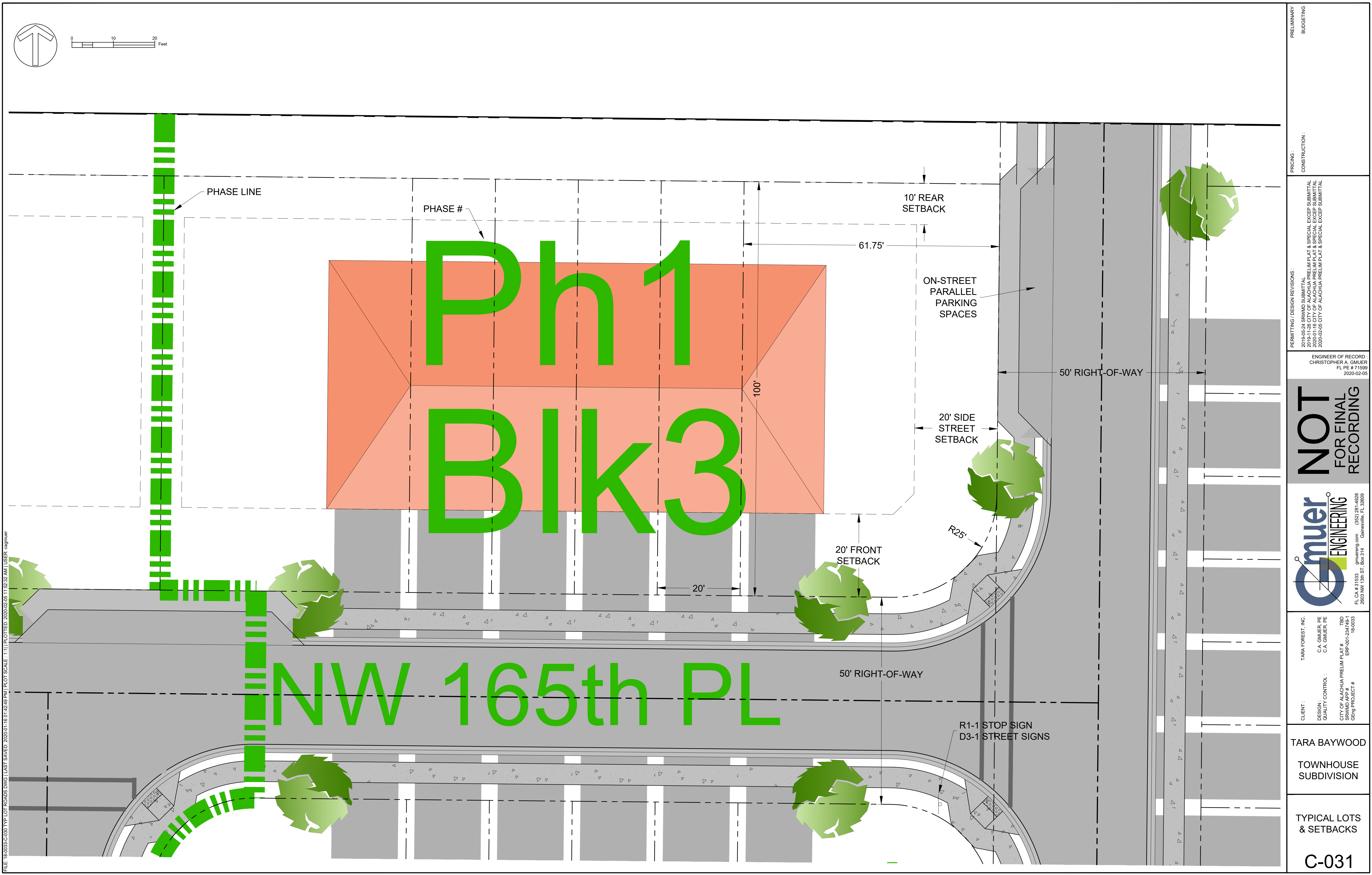
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PRELIMINARY		BUDGETING	
PRICING:		CONSTRUCTION:	
CLIENT: TARA FOREST, INC.		DESIGN: C.A. G穆IER, PE C.A. G穆IER, PE	
QUALITY CONTROL:		TBD	
CITY OF ALACHUA PRELIM PLAT #		SRWMD APP #	
ERF #		10-0053	
Using PROJECT #		2003 NW 13th St., Box 314 Gainesville, FL 32609	
FL CA # 31533		gmuiereng.com	
(352) 281-4928		2020-02-05	

FILE: 18-0033-C-020 MASTER DRAINAGE MAPS.DWG | LAST SAVED: 2019-11-25 10:38:20 AM | PLOT SCALE: 1"=1' | PLOTTED: 2020-02-05 11:52:22 AM | USER: cagnier

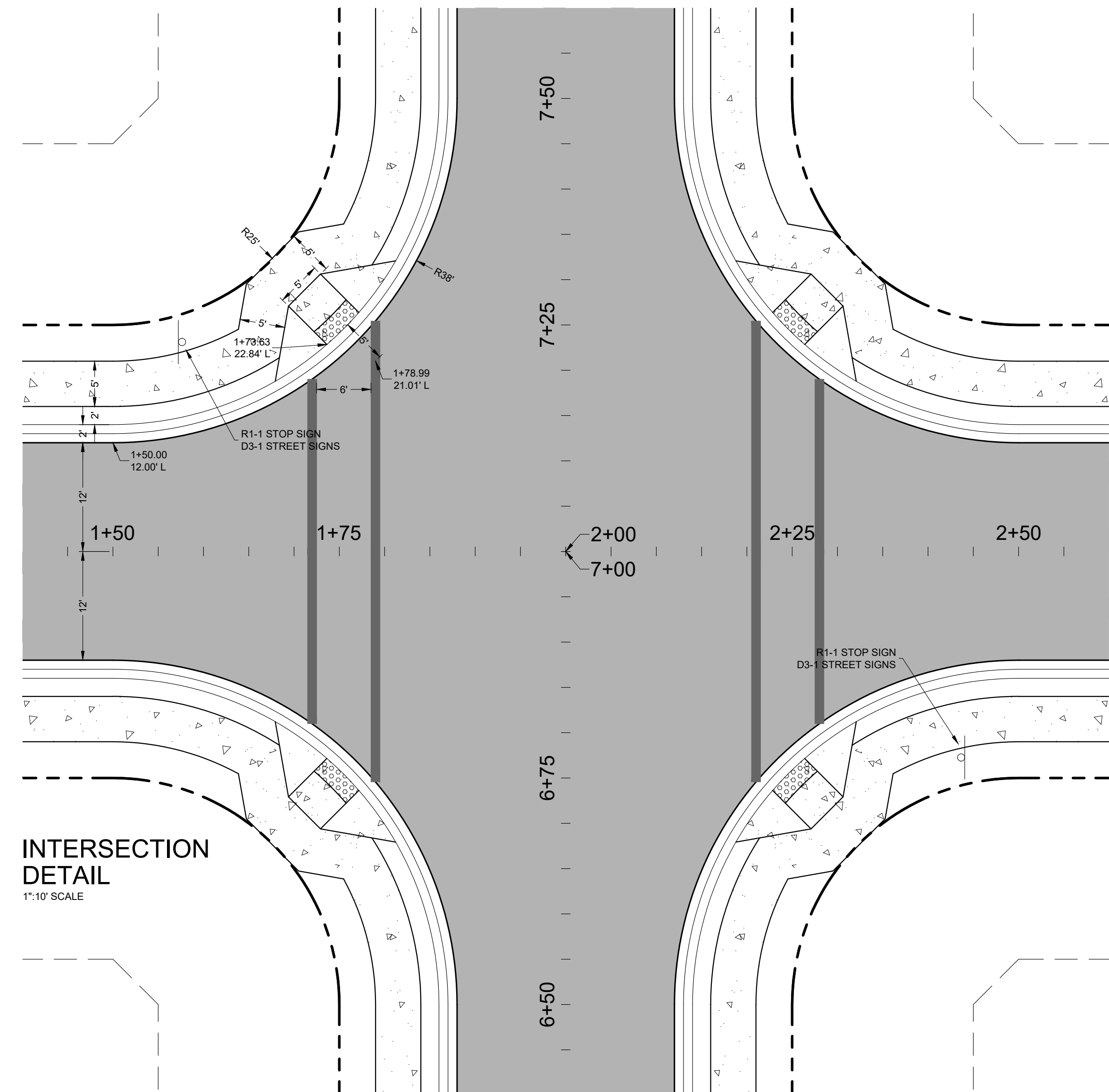
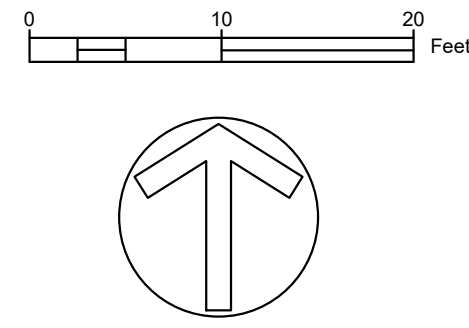


NRCS SOIL MAP AND PRE-DEV DRAINAGE AREAS

PRELIMINARY BUDGETING	
PERMITTING / DESIGN REVISIONS :	
2019-05-24 SRWMD SUBMITTAL 2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL	
ENGINEER OF RECORD : CHRISTOPHER A. G穆ER FL PE # 71599 2020-02-05	
NOT FOR FINAL RECORDING	
G穆ER ENGINEERING FL CA # 31533 gmuering.com (352) 281-4928 2803 NW 13th St, Box 314 Gainesville, FL 32609	
CLIENT : TARA FOREST, INC.	DESIGN : C.A. G穆ER PE
QUALITY CONTROL : C.A. G穆ER PE	
CITY OF ALACHUA PRELIM PLAT # SRWMD APP # SRWMD PROJECT #	
TARA BAYWOOD TOWNHOUSE SUBDIVISION	
POSTE-DEVELOPMENT DRAINAGE MAP C-022	



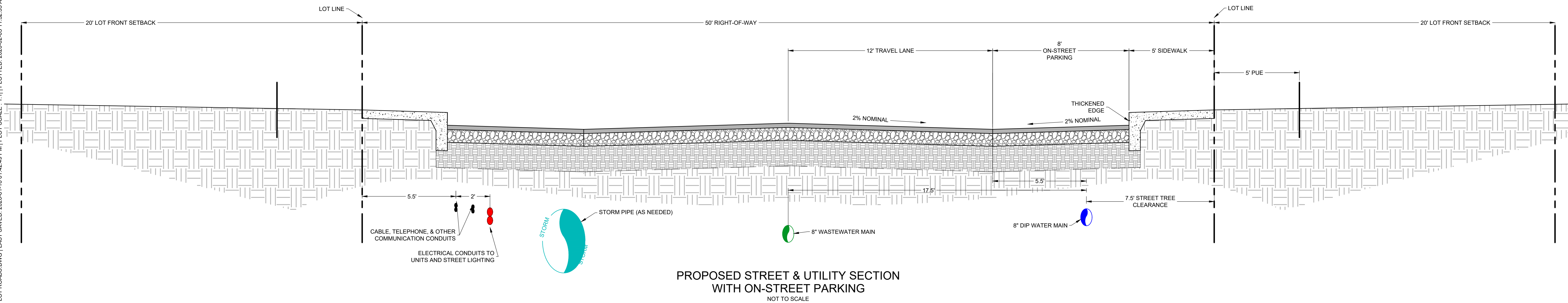
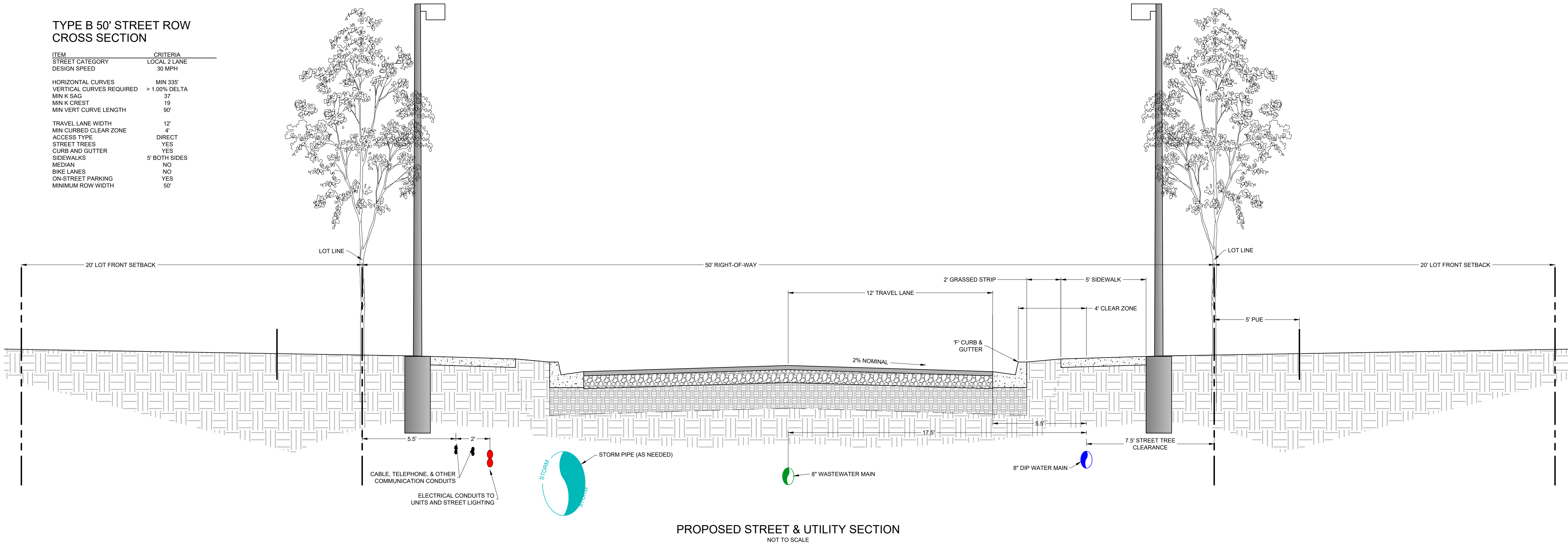
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PRECING: CONSTRUCTION:	
PERMITTING / DESIGN REVISIONS: 2019-05-24 SRWMD SUBMITTAL 2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL	
ENGINEER OF RECORD: CHRISTOPHER A. GMUER FL PE # 71599 2020-02-05	
NOT FOR FINAL RECORDING	
gmuer ENGINEERING FL CA # 31533 gmuereng.com (352) 281-4928 2803 NW 13th St, Box 514 Gainesville, FL 32609	
CLIENT: TARA FOREST, INC.	DESIGN: C.A. GMUER PE
QUALITY CONTROL: C.A. GMUER PE	CITY OF ALACHUA PRELIM PLAT # SRWMD APP # CITY PROJECT #
TARA BAYWOOD TOWNHOUSE SUBDIVISION	
TYPICAL LOTS & SETBACKS	
C-031	



PRELIMINARY BUDGETING	PRICING :	PERMITTING / DESIGN REVISIONS :	ENGINEER OF RECORD : CHRISTOPHER A. GMIJER FL PE # 71589 2020-02-05	NOT FOR FINAL RECORDING	 FL CA # 31533 (352) 281-4028 2603 NW 13th ST, Box 314 Gainesville, FL 32609	TARA FOREST, INC.	CLIENT :	DESIGN : QUALITY CONTROL :	C.A. GMIJER, PE C.A. GMIJER, PE	TARA FOREST, INC.	2019-05-24 SRWMD SUBMITTAL 2020-01-16 ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL 2020-01-16 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL	PRELIMINARY BUDGETING
						TARA FOREST, INC.						

TYPE B 50' STREET ROW
CROSS SECTION

ITEM	CRITERIA
STREET CATEGORY	LOCAL 2 LANE
DESIGN SPEED	30 MPH
HORIZONTAL CURVES	MIN 335'
VERTICAL CURVES REQUIRED	> 1.00% DELTA
MIN K SAG	37
MIN K CREST	19
MIN VERT CURVE LENGTH	90'
TRAVEL LANE WIDTH	12'
MIN CURBED CLEAR ZONE	4'
ACCESS TYPE	DIRECT
STREET TREES	YES
CURB AND GUTTER	YES
SIDEWALKS	5' BOTH SIDES
MEDIAN	NO
BIKE LANES	NO
ON-STREET PARKING	YES
MINIMUM ROW WIDTH	50'



FILE: 18-0033-C-030 TYP LOT ROADS DWG | LAST SAVED: 2020-01-16 01:42:49 PM | PLOT SCALE: 1"=11' | PLOTTED: 2020-02-05 11:52:35 AM | USER: cagnmar

PRELIMINARY
BUDGETING

PRECING :
CONSTRUCTION :

PERMITTING / DESIGN REVISIONS :
2019-05-24 SRWMD SUBMITTAL
2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL
2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL

ENGINEER OF RECORD :
CHRISTOPHER A. GMIER
FL PE # 71599
2020-02-05

**NOT
FOR FINAL
RECORDING**

GMIER ENGINEERING
FL CA # 31533
gmiereing.com
2803 NW 13th St, Box 314
Gainesville, FL 32609

CLIENT :
DESIGN :
QUALITY CONTROL :
CITY OF ALACHUA PRELIM PLAT #
SRWMD APP #
CITY PROJECT #

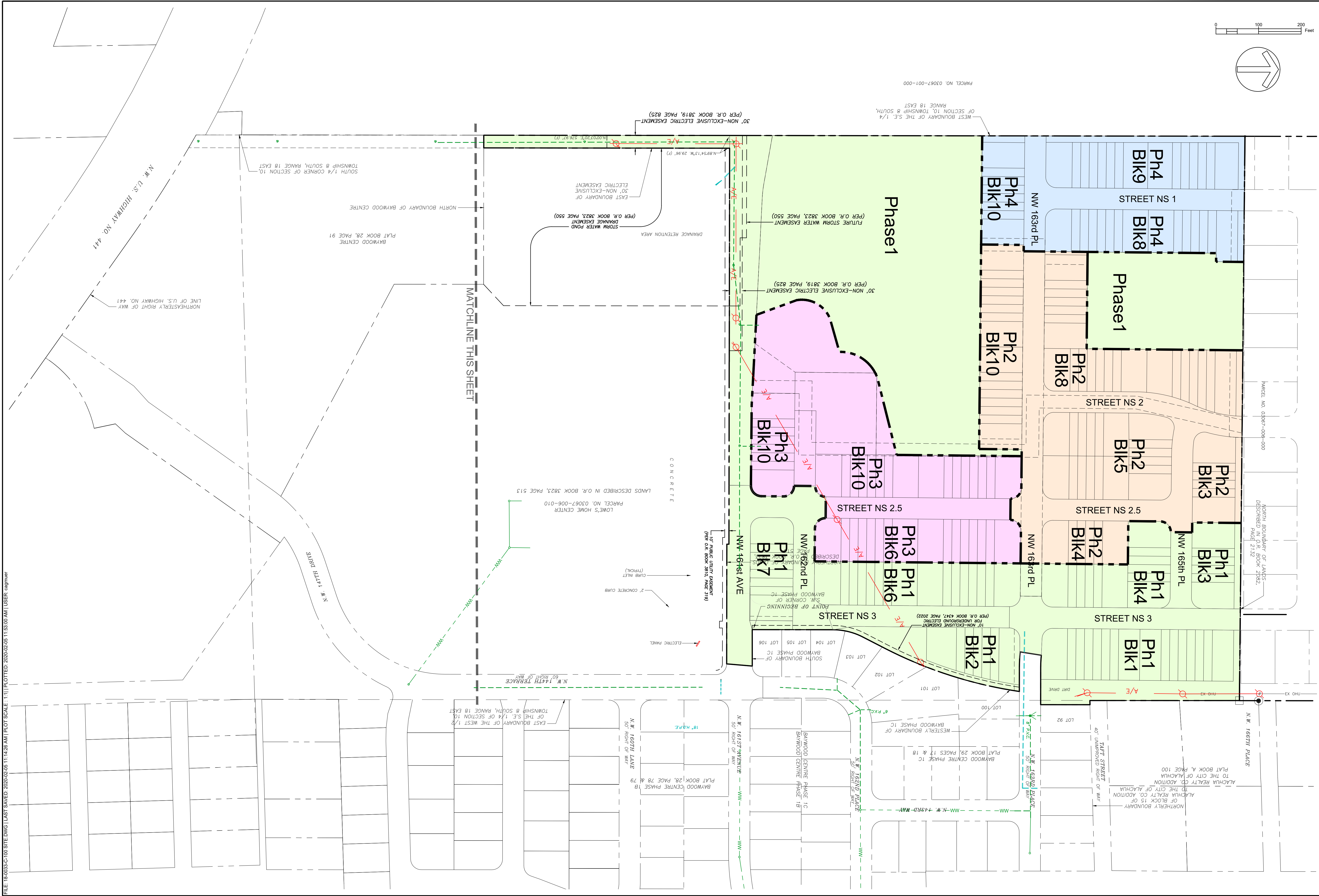
TARA FOREST, INC.
C.A. GMIER PE
C.A. GMIER PE

ERP-001-1247418-1
18-0033

TARA BAYWOOD
TOWNHOUSE
SUBDIVISION

TYPICAL
RIGHT-OF-WAY
& ROAD
SECTIONS
C-033

FILE: 18-0033-C-100 SITE.DWG | LAST SAVED: 2020-02-05 11:12:26 AM | PLOT SCALE: 1"=111' | PLOTTED: 2020-02-05 11:53:00 AM | USER: cgmuer



PRELIMINARY BUDGETING	
PRECING: CONSTRUCTION :	
PERMITTING / DESIGN REVISIONS : 2019-05-01 ACPW ROAD CONNECTION SUBMITTAL 2019-05-24 SRWMD SUBMITTAL 2019-06-03 CITY OF ALACHUA PRELIM PLAT SUBMITTAL 2019-07-03 CITY OF ALACHUA PRELIM PLAT 2ND RESUBMITTAL 2019-12-12 CITY OF ALACHUA RESUBMITTAL 2020-01-06 CITY OF ALACHUA RESUBMITTAL 2020-01-23 MINOR CITY OF ALACHUA RESUBMITTAL	
ENGINEER OF RECORD : CHRISTOPHER A. GMUER FL # E 71599 2020-02-05	
NOT FOR FINAL RECORDING	
Gmuer ENGINEERING FL CA # 21533 (352) 281-4828 2803 NW 13th St, Box 514 Gainesville, FL 32609	
TARA FOREST, INC.	CLIENT :
CA GMUER PE CA GMUER PE CITY OF ALACHUA PRELIM PLAT # SRWMD APP # ALACHUA COUNTY DRIVEWAY # GEN PROJECT #	DESIGN : QUALITY CONTROL :
TARA FOREST EAST	
SINGLE-FAMILY SUBDIVISION	
MASTER PRELIMINARY PLAT & PHASING	
C-070	

LU:
Comm
Z: Cl

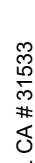


TREE REMOVAL AND REPLACEMENT WILL BE ADDRESSED AS PART OF THE CONSTRUCTION PLANS, PER SECTION 6.2.1(G)

30' NON-EXCLUSIVE ELEC
(PER O.R. BOOK 3819,
SMF SOUTH B
342,885 SF
7.8716 AC

FUTURE STORM WATER
(PER O.R. BOOK 3823

NOT
FOR FINAL
RECORDING



gruener
ENGINEERING

FL CA # 31533
2603 NW 13th ST Box 314 Gainesville, FL 32609
gmuering.com (352) 281-4928

CLIENT : TARA FOREST, INC.
DESIGN : C.A. GМУER, PE
QUALITY CONTROL : C.A. GМУER, PE
CITY OF ALACHUA PRELIM PLAT # TFE
SRRWMD APP # ERP-001-234749-1
ALACHUA COUNTY DRIVEWAY # TFE
Eng PROJECT # 18-0046

TARA FOREST
EAST
SINGLE-FAMILY
SUBDIVISION

DETAILED
PRELIMINARY
PLAT &
PHASING
C-071

PERMITTING / DESIGN REVISIONS :

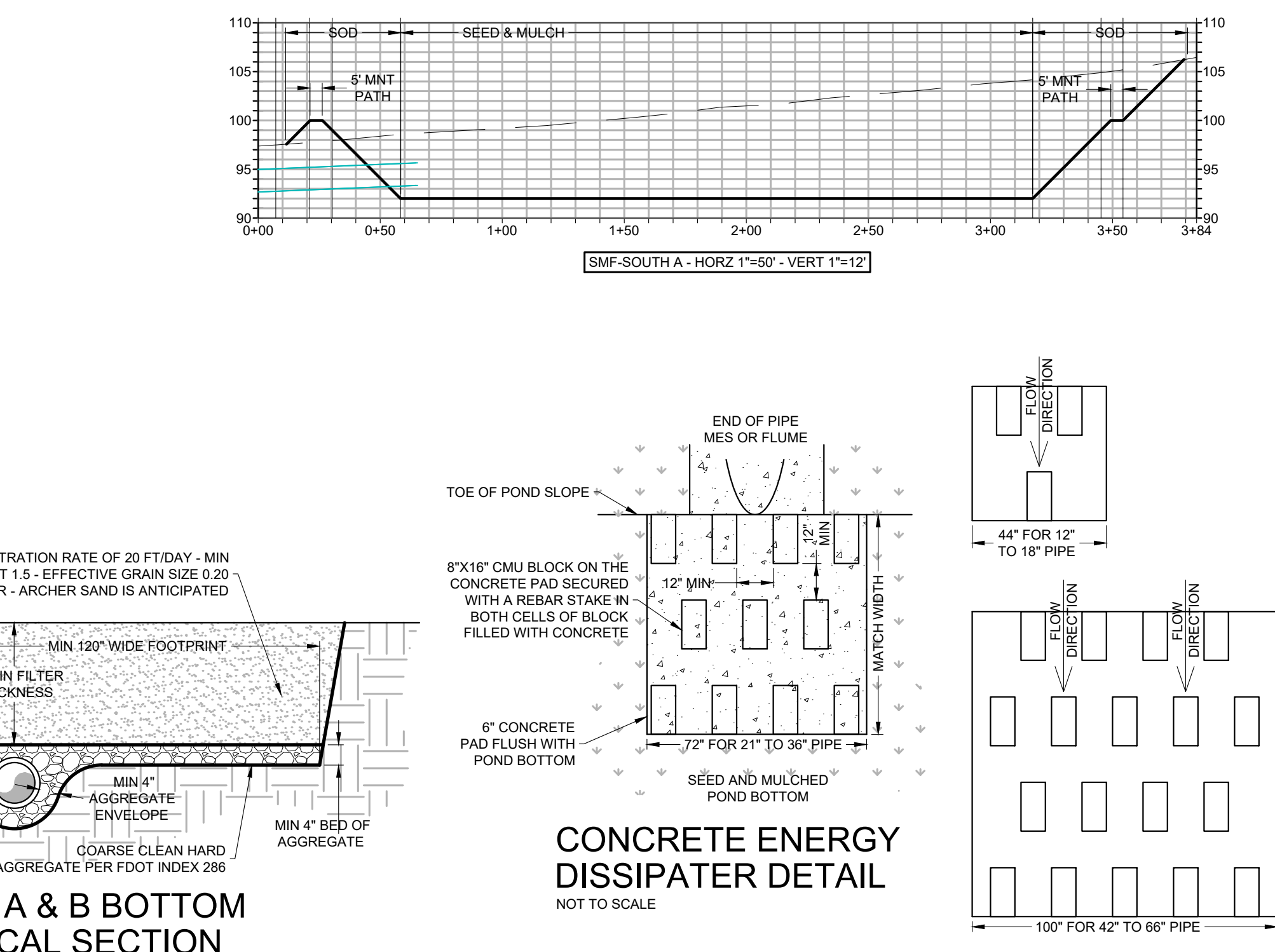
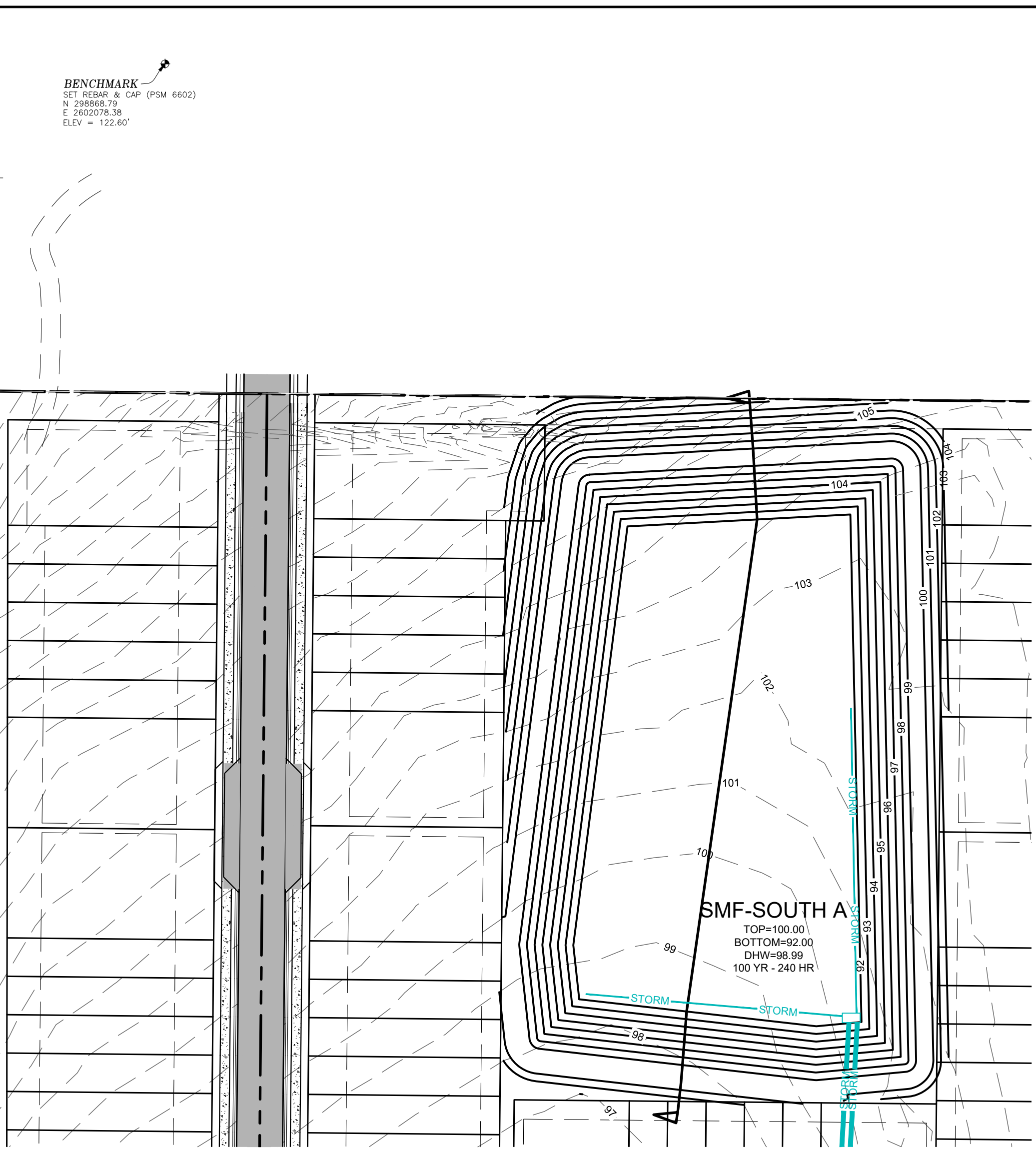
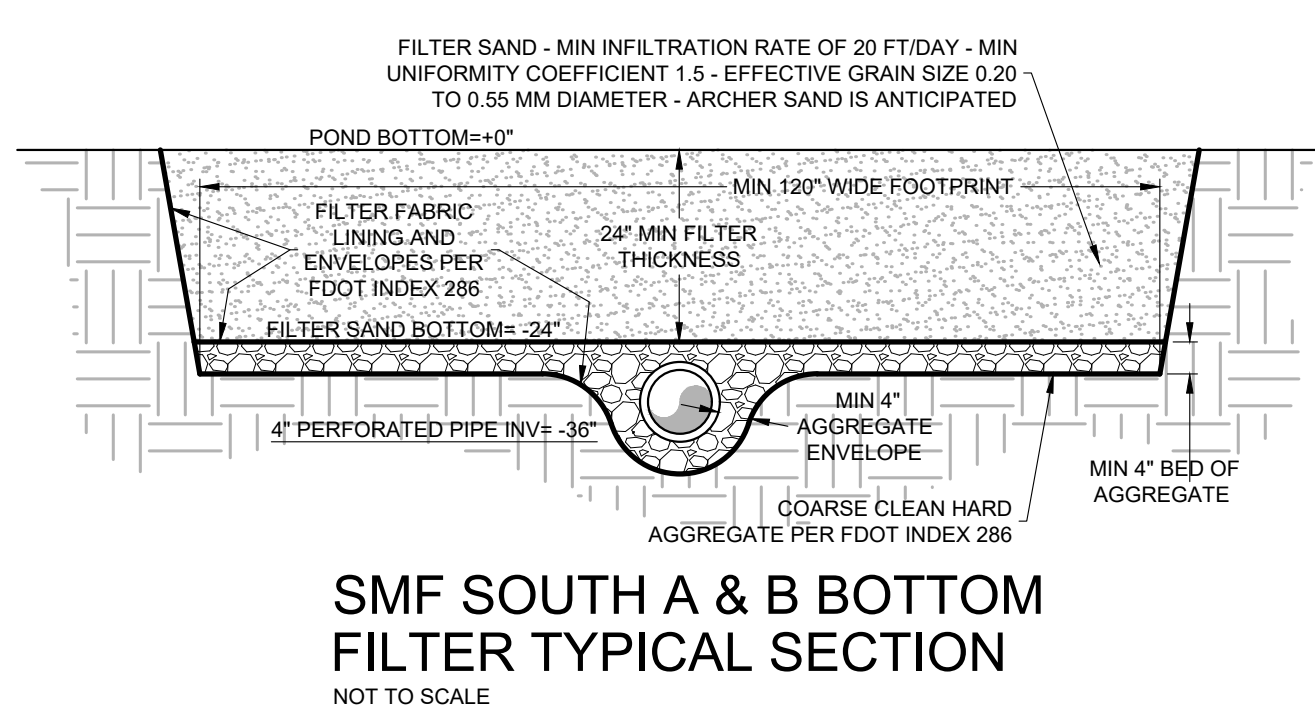
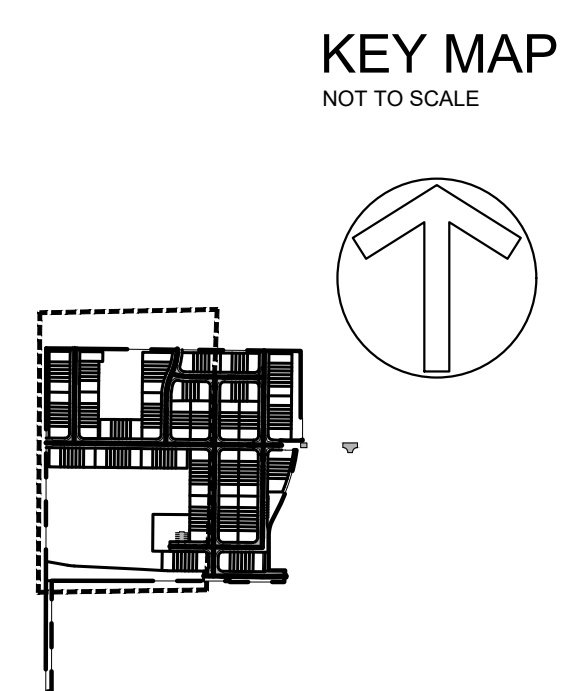
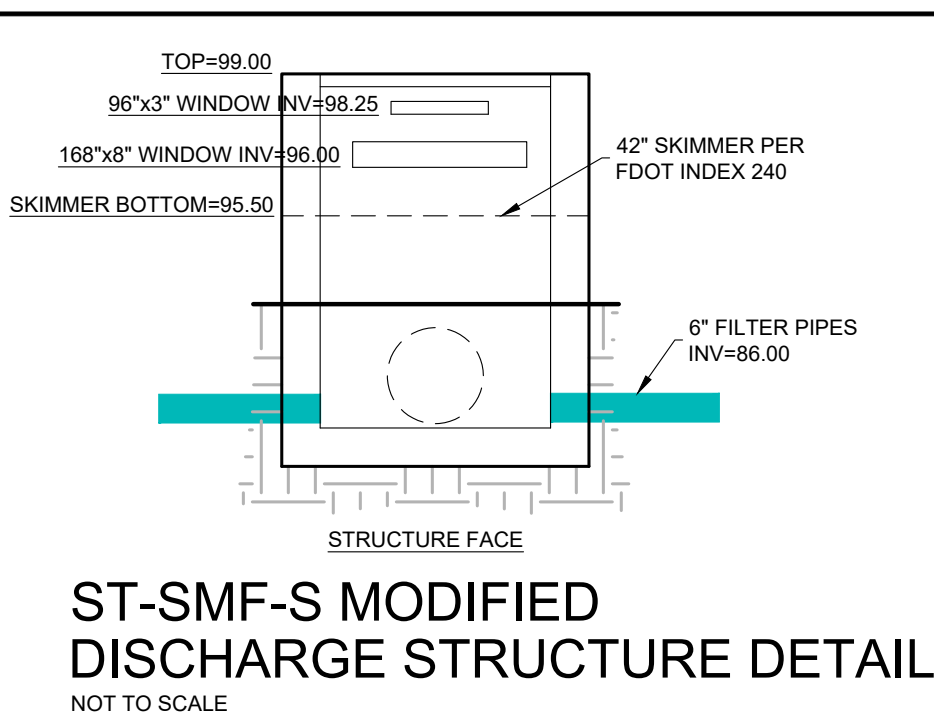
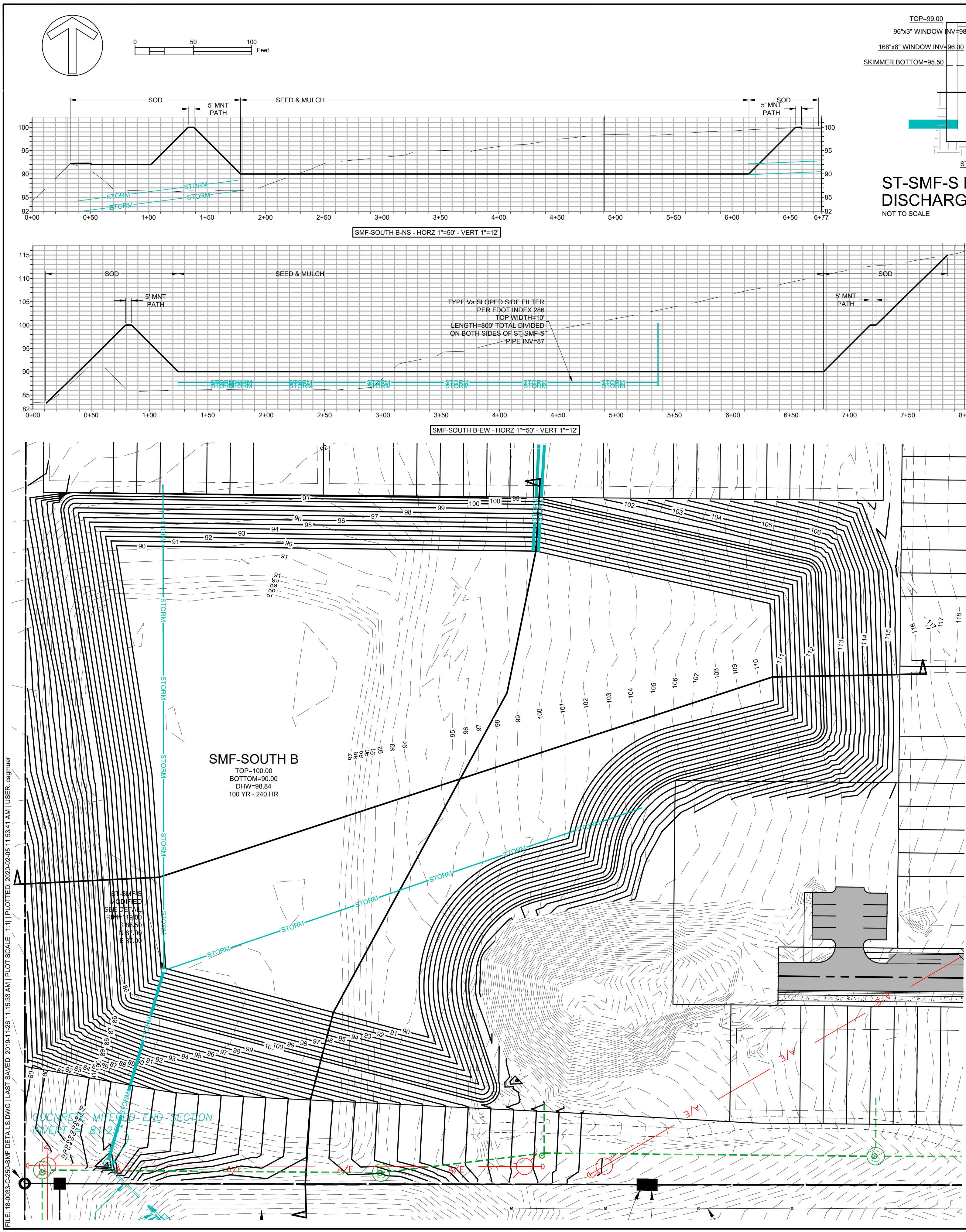
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2019-05-24 SRWMD SUBMITTAL
2019-05-28 CITY OF ALACHUA PRELIM PLAN SUBMITTAL
2019-06-03 CITY OF ALACHUA PRELIM PLAN SUBMITTAL
2019-07-03 CITY OF ALACHUA PRELIM PLAN 2ND RESUBMITTAL
2019-11-03 EXPANDED DEVELOPMENT PLAN SUBMITTAL
2019-12-12 CITY OF ALACHUA RESUBMITTAL
2020-01-06 CITY OF ALACHUA RESUBMITTAL
2020-01-23 MINOR CITY OF ALACHUA RESUBMITTAL

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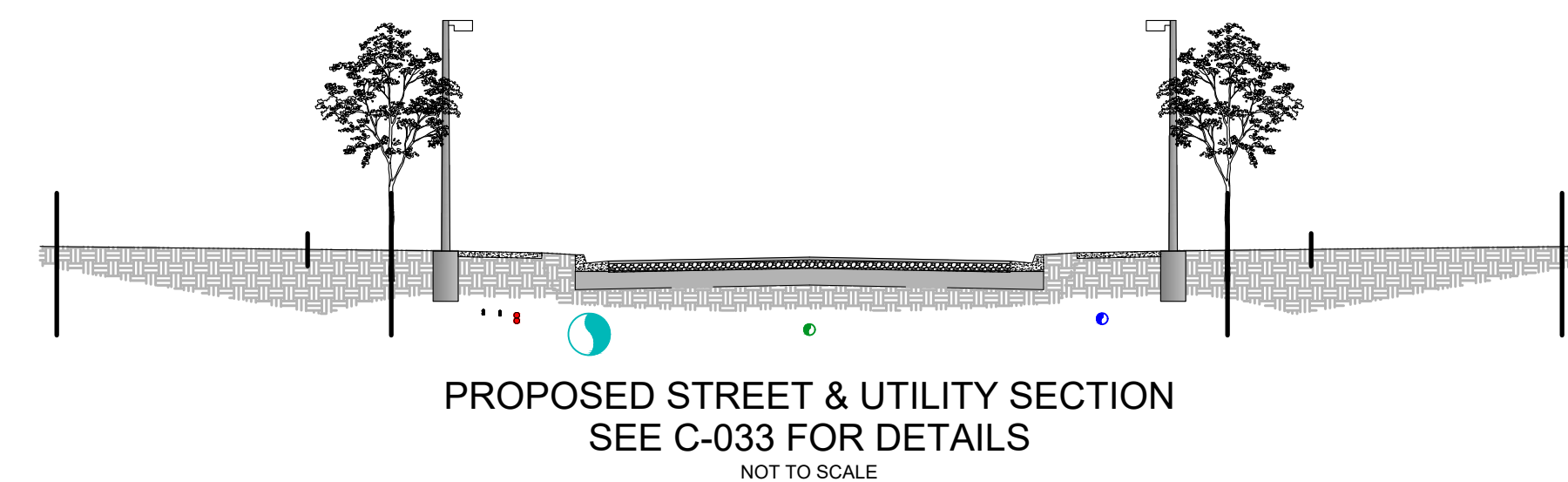
INSTRUCTION

PRELIMINARY

BUDGETING



PRELIMINARY BUDGETING	PERMITTING / DESIGN REVISIONS :	ENGINEER OF RECORD : CHRISTOPHER A. GMUER FL PE # 71599 2020-02-05	NOT FOR FINAL RECORDING
PRECING : CONSTRUCTION :	2019-05-24 SRWMD SUBMITTAL 2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL		
TARA FOREST, INC.	CLIENT :	CITY OF ALACHUA PRELIM PLAT # SRWMD APP # CITY PROJECT #	TOWNHOUSE SUBDIVISION
C.A. GMUER, PE C.A. GMUER, PE	DESIGN : QUALITY CONTROL :	ERP-001-124718-1 19-0033	SMF PLAN SMF-SOUTH
			C-253



NOT TO SCALE

C-300	MASTER UTILITY PLAN	TARA BAYWOOD TOWNHOUSE SUBDIVISION	CLIENT : TARA FOREST, INC. DESIGN : C.A. GMIER, PE QUALITY CONTROL : C.A. GMIER, PE CITY OF ALACHUA PRELIM PLAT # TBD SRWMD APP # ERP-001-234748-1 Ging PROJECT # 15-0033	 FL CA # 31553 gmiერg.com (352) 281-4828 2603 NW 13th St., Box 314 Gainesville, FL 32609	NOT FOR FINAL RECORDING	ENGINEER OF RECORD : CHRISTOPHER A. GMUER FL PE # 71599 2020-02-05	PRELIMINARY BUDGETING
			PERMITTING / DESIGN REVISIONS: 2019-05-24 SRWMD SUBMITTAL 2020-01-16 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL 2020-01-16 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL	PRICING : CONSTRUCTION			

1. DATE OF FIELD SURVEY: APRIL 3, 2019
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
5. BEARINGS AND STATE PLANE COORDINATES DEPICTED HEREON ARE GRID, NORTH FLORIDA ZONE, NAD-83 (CORSS96) EPOCH-2002.0000), BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK AND REFERENCED TO THE WEST BOUNDARY OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, AS BEING N.00°05'03"E.
6. VERTICAL DATUM BASED ON NATIONAL GEODETIC SURVEY CONTROL POINT 175 D1 WITH AN ELEVATION OF 102'24", NAVD-88.
7. INFORMATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THIS SURVEY DEPICTS THE PROPERTY AS IT EXISTED ON THE SURVEY DATE, NOT NECESSARILY THE SIGNATURE DATE.
10. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(ES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SHEET 2 OF 3

ONE IS NOT COMPLETE WITHOUT THE OTHERS

SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST

ALACHUA COUNTY, FLORIDA

NORTH ARROW

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

SEE SHEET 1 OF 3 FOR BOUNDARY SURVEY, DESCRIPTION, NOTES & LEGEND & SURVEYOR'S CERTIFICATION

SEE SHEET 3 OF 3 FOR TREE SURVEY

SEE SHEET 3 OF 3 FOR TREE SURVEY

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DRAWN:	K.L.J.
REVISED:	
REVISED:	
CHECKED:	T.P.B.
APPROVED:	T.P.B.
SCALE: 1" = 100'	

R.M. BARRINEAU
— AND ASSOCIATES —
PROFESSIONAL SURVEYORS & MAPPERS
 Culberson Professional Park • 3809 S.E. 22nd Loop- Suite 103-Corale, FLORIDA 33471
PHONE: (561) 625-4133 • **FAX:** (561) 305-5771 • **www.barrineau.com**

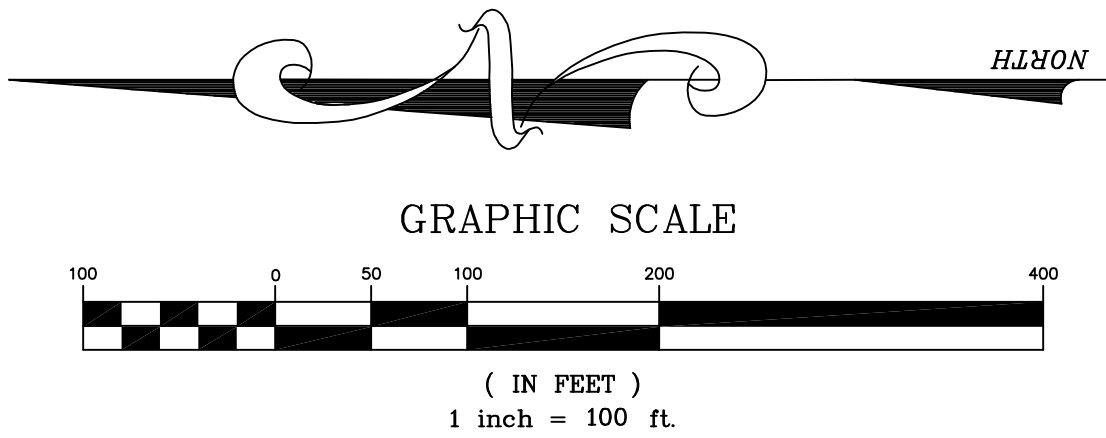
**BOUNDARY & TOPOGRAPHIC
SURVEY FOR:
SAYED MOUKHTARA**

REFERENCES:
F.B. 624, PGS. 20-26

FILE: 10-8-18

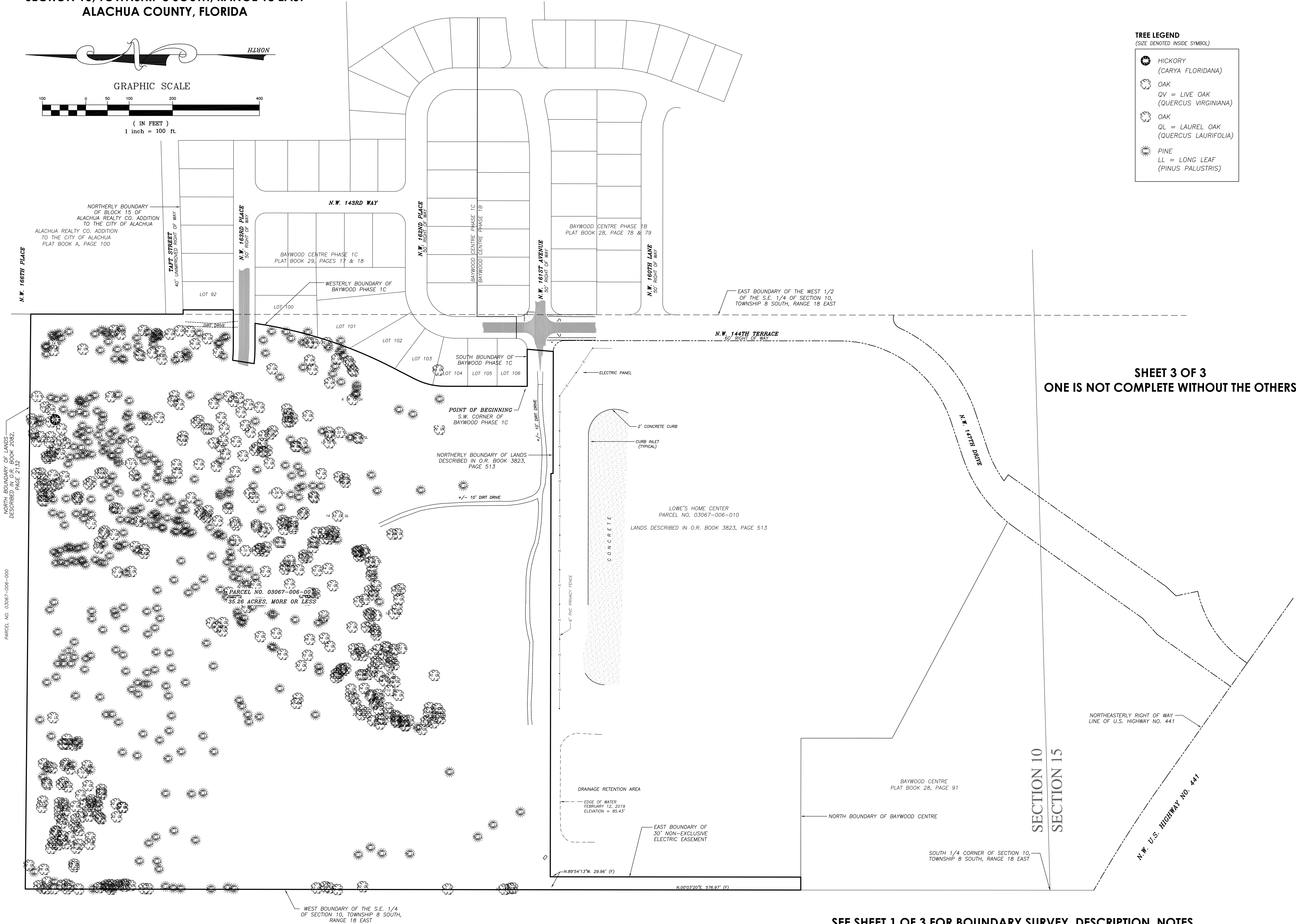
J.O.# 19013
DWG.# 19013R2
SHT 2 OF 3

SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST
ALACHUA COUNTY, FLORIDA



TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)

	HICKORY (CARYA FLORIDANA)
	OAK QV = LIVE OAK (QUERCUS VIRGINIANA)
	OAK QL = LAUREL OAK (QUERCUS LAURIFOLIA)
	PINE LL = LONG LEAF (PINUS PALUSTRIS)



SHEET 3 OF 3
ONE IS NOT COMPLETE WITHOUT THE OTHERS

R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
FLORIDA
1000 S. W. 10TH AVE., SUITE 100
ALACHUA, FLORIDA 32310
PHONE (352) 622-2133 • FAX (352) 386-3771 • www.rmbarrineau.com
REGISTRATION NO. 15188
TRANSP. BARRINEAU P.S.M. - 15188

**BOUNDARY & TOPOGRAPHIC
SURVEY FOR:
SAYED MUKHTARA**

REFERENCES:
F.B. 624, PGS. 20-26
FILE: 10-8-18

J.O.# 19013
DWG.# 19013R2
SHT 3 OF 3

NO.	REVISIONS	BY	DATE
2	ADD "AS SURVEYED" DESC. INCL 30' STRIP	KLJ	9/4/19

DRAWN:	K.L.J.
REVISED:	
REVIEWED:	
CHECKED:	T.P.B.
APPROVED:	T.P.B.
SCALE:	1" = 100'

SEE SHEET 1 OF 3 FOR BOUNDARY SURVEY, DESCRIPTION, NOTES,
LEGEND & SURVEYOR'S CERTIFICATION

SEE SHEET 2 OF 3 FOR TOPOGRAPHIC INFORMATION



City of Alachua

Planning & Community Development Department Staff Report

Planning & Zoning Board Hearing Date: Quasi-Judicial Hearing

March 10, 2020

SUBJECT:	A request for a Special Exception Permit to allow townhouses in the RSF-6 ("Residential Single Family-6") zoning district related to the proposed Tara Baywood Preliminary Plat
APPLICANT/AGENT:	Chistopher Gmuer, P.E., of Gmuer Engineering, LLC
PROPERTY OWNER:	Alachua Development Co, LLC
PARCEL ID NUMBER:	03067-006-000
FLUM DESIGNATION:	Medium Density Residential
ZONING:	Residential Single Family – 6 (RSF-6)
OVERLAY:	N/A
ACREAGE:	±35.26
PROJECT PLANNER:	Adam Hall, AICP
RECOMMENDATION:	Staff recommends that the Planning & Zoning Board approve the Special Exception Permit for townhouses in the RSF-6 zoning district.
RECOMMENDED MOTION:	<i>Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Special Exception Permit for townhouses in the RSF-6 zoning district for the Tara Baywood preliminary plat, subject to the two (2) conditions provided in Exhibit "A" and located on page 14 of the Staff Report.</i>

SUMMARY

This application is a request by Christopher Gmuer, P.E., of Gmuer Engineering, LLC., applicant and agent for Alachua Development Co, LLC., property owner, for consideration of a Special Exception Permit for to allow townhouses in the RSF-6 (Residential Single Family- 6) zoning district related to the Tara Baywood Preliminary Plat.

Table 4.1-1 of the City's Land Development Regulations (LDRs) establishes the uses permitted within each zoning district. Townhouses are permitted by Special Exception Permit in the RSF-6 (Residential Single Family -6) zoning district.

Section 2.4.4(A) of the City's LDRs states that uses that require a Special Exception Permit are those which are, *"...generally compatible with the other uses permitted in a zone district, but require individual review of their location, design, configuration, density, intensity, and public facility impact to determine the appropriateness of the use on any particular site in the district and their compatibility with adjacent uses."* Once a Special Exception is granted, the approval shall run with the land and shall not be affected by a change in ownership, unless specifically conditioned as part of the approval.

Townhouses are subject to Use-Specific Standards provided in Section 4.3.1(A)(3) of the City's LDRs. An analysis of this application's compliance with the standards established in Section 4.3.1(A)(3) is provided within this report.

This Special Exception Permit application is a companion application to an application for the Tara Baywood Preliminary Plat.

Illustration 1. Conceptual Site Plan for Tara Baywood



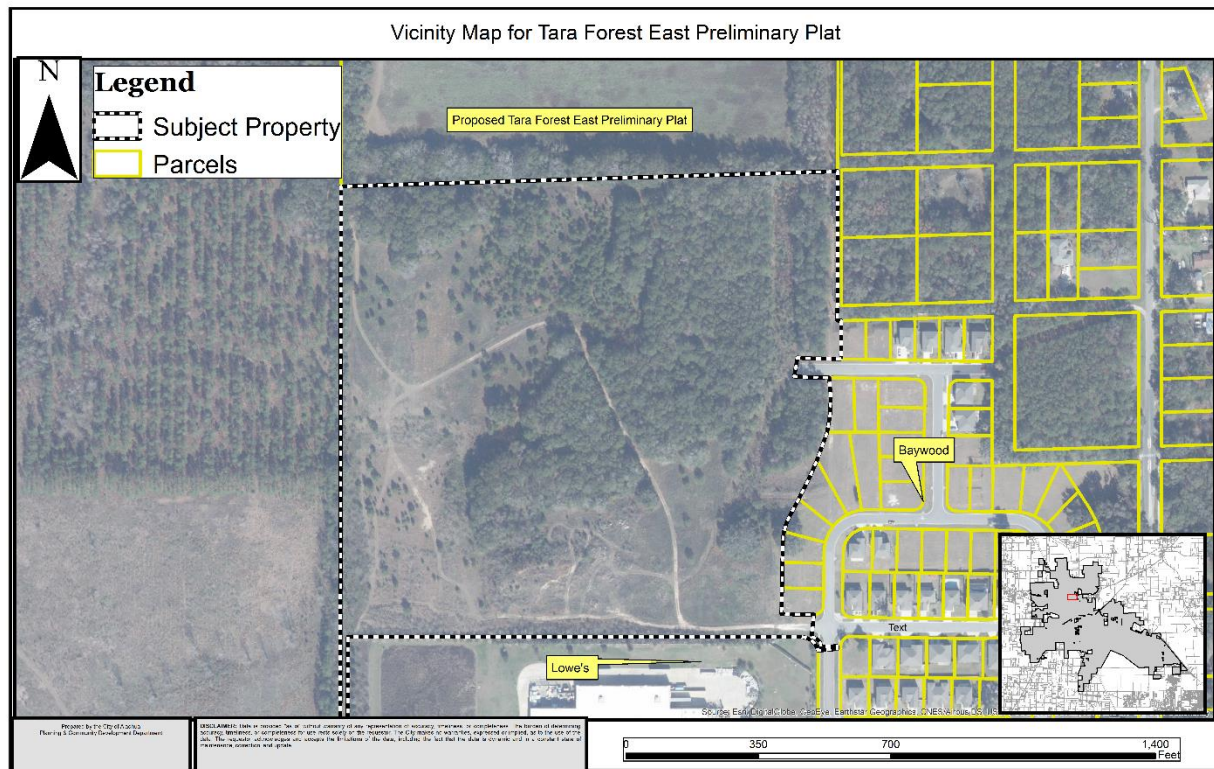
SURROUNDING USES

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.)

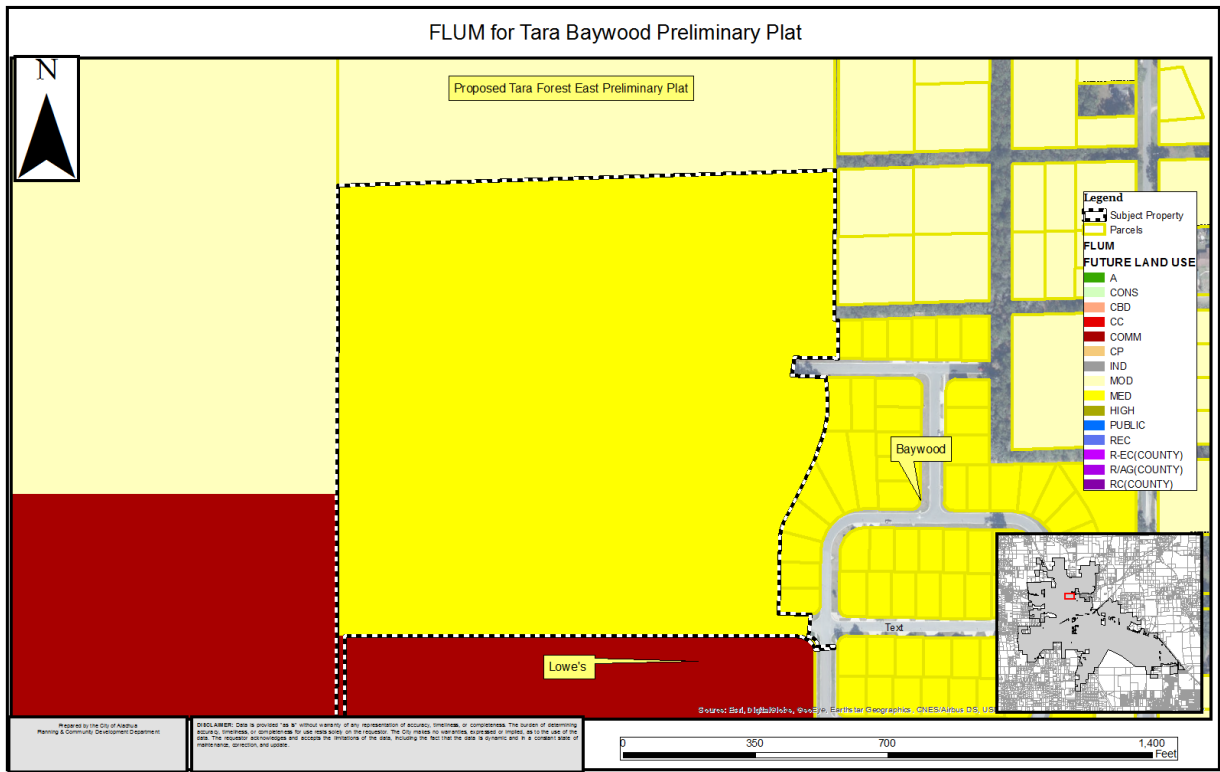
Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Proposed Tara Forest East Subdivision	Moderate Density Residential	Residential Single Family - 3 ("RSF-3")
South	Lowe's Home Improvement	Commercial	Commercial Intensive ("CI")
West	Vacant Residential and Commercial Lands	Moderate Density Residential and Commercial	Residential Single Family-4 ("RSF-4") and Commercial Intensive ("CI")
East	Baywood Subdivision/ Alachua Realty Co Addition to Alachua	Medium Density Residential	Residential Single Family - 6 ("RSF-6")

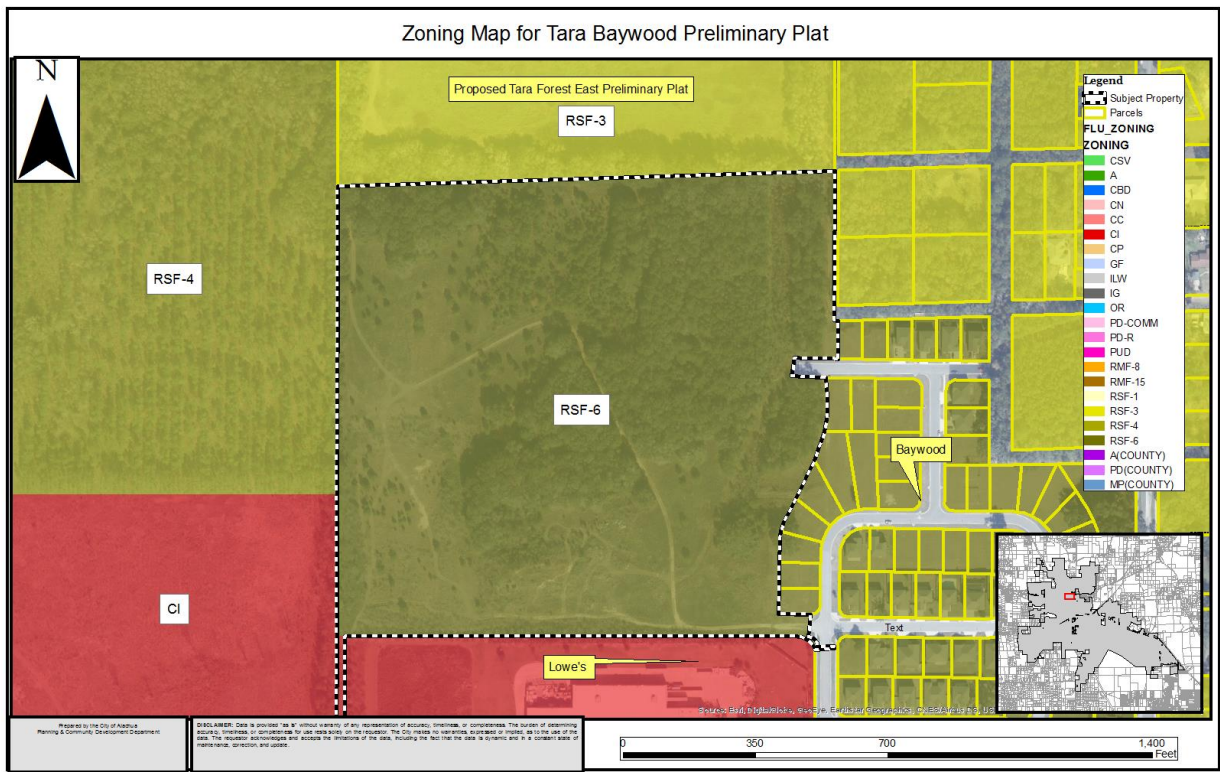
Map 1. Vicinity Map



Map 2. Future Land Use Map



Map 3. Official Zoning Atlas



NEIGHBORHOOD MEETING

The purpose of a Neighborhood Meeting is to educate the owners of nearby land and any other interested members of the public about the project and to receive comments regarding the project.

A Neighborhood Meeting was held on Friday, September 20, 2019, at the intersection of NW 161st Ave and NW 147th Drive (approximate location of proposed entrance to Tara Forest East), to educate the owners of nearby land and any other interested members of the public about the application. As required by Section 2.2.4 of the LDRs, all property owners within 400 feet of the subject property and any organizations or persons who have registered to receive notification of applications for development were notified of the meeting. In addition, a notice of the meeting was published in a newspaper of general circulation. The applicant's agent was present and available to answer questions. As evidenced by materials submitted by the applicant, the meeting was attended by eight (8) members of the public. A summary of the discussion which occurred at the Neighborhood Meeting has been provided by the applicant and is included within the application materials.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Future Land Use Element

GOAL 1: Future Land Use Map 2025:

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

Objective 1.2: Residential

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

Policy 1.2.b: Medium density residential (4 to 8 dwelling units per acre):
The medium density residential land use category allows residential development at a density of 4 dwelling units per acre to 8 dwelling units per acre, as well as small-scale neighborhood commercial and mixed use developments. The following uses are allowed in the medium density land use category:

1. Single family, conventional dwelling units and single family, attached 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. Apartments and townhomes;
7. Live/work units;
8. Residential Planned Unit Developments;
9. Traditional Mixed-use Neighborhood Planned Developments;
10. Supporting community services, such as schools, houses of worship, parks, and community centers

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

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

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

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

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

Policy 5.1.d: Wetlands: The City shall utilize statewide wetland delineation methodology in accordance with Florida Administrative Code (FAC)

and regulations adopted by the FDEP and the Suwannee River Water Management District.

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

Analysis of Consistency with Objective 5.1 and Policies 5.1.a – e: Based on the assessment provided by the applicant, there are no significant environmental resources that would limit or impact development. As a condition of approval, the applicant will be required to provide a 100% gopher tortoise with submission of a final plat.

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

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

GOAL 9: Water and Wastewater Service:

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

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

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

Housing Element

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

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

Recreation Element

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

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

Transportation Element

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

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

Community Facilities & Natural Groundwater Aquifer Recharge Element

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

1. A gravity wastewater system, wastewater pumping station, or force main exists within $\frac{1}{4}$ mile of the property line of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial

development and the gravity wastewater system, wastewater pumping station, or force main can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

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

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

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

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

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

1. A water main exists within $\frac{1}{4}$ mile of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

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

Conservation and Open Space Element

OBJECTIVE 1.3: Listed Species

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

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

Policy 1.3.b: The City shall utilize the development review process, land acquisition programs, environmental regulatory partnerships,

stewardship programs and public education to protect listed species and their habitat, and prevent extinction of or reduction in populations of listed species.

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

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

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

Analysis of Consistency with Objective 1.3 and Policies 1.3.a - e: Based on the assessment provided by the applicant, there are no significant environmental resources that would limit or impact development. As a condition of approval, the applicant will be required to provide a 100% gopher tortoise survey with submission of a final plat.

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

SECTION 2.4.4(D), SPECIAL EXCEPTION STANDARDS

Section 2.4.4(D) of the City's Land Development Regulations (LDRs) establishes the standards with which all applications for a Special Exception Permit must be found to be compliant. The application has been reviewed for compliance with the standards of Section 2.4.4(D). An evaluation and findings of the application's compliance with the standards of Section 2.4.4(D) is provided below. The applicant has also provided an analysis of the application's compliance with Section 2.4.4(D) in the supporting application materials.

(D) *Special exception standards.* A special exception permit shall be approved only upon a finding the applicant demonstrates all the following standards are met:

(1) *Complies with use specific regulations.* The proposed special exception complies with all relevant standards in Section 4.3, Use specific standards.

Evaluation & Findings: Sections 4.3.1(A)(3) establishes use-specific standards which are applicable to townhouses. An analysis of the application's compliance with Section 4.3.1(A)(3) is

provided in this Staff Report. The applicant has also provided an analysis of the application's compliance with Section 4.3.4(A)(2) within the supporting application materials. Specific design related standards will be applicable when a site plan or building permit application is submitted to the City.

- (2) *Compatibility.* The proposed special exception is appropriate for its location and compatible with the character of surrounding lands and the uses permitted in the zone district.

Evaluation & Findings: Compatibility is defined by the City's Comprehensive Plan as, "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

The proposed townhouse units will be located adjacent to single family residential and large-scale retail (Lowe's Home Improvement). The increased density of townhouse units serves as an appropriate transition between higher intensity commercial uses and moderate density residential uses.

- (3) *Design minimizes adverse impact.* The design of the proposed special exception minimizes adverse effects, including visual impacts of the proposed use on adjacent lands; furthermore, the proposed special exception avoids significant adverse impact on surrounding lands regarding service delivery, parking and loading, odors, noise, glare, and vibration, and does not create a nuisance.

Evaluation & Findings: The proposed residential use is compatible with the surrounding existing and proposed residential uses, and there are no significant adverse impacts anticipated. The impacts caused by the increase in automobile traffic will be addressed by the conditions of the preliminary plat and this Special Exception Permit. Conditions have been included that mitigate the increased automobile traffic. These include: optimization of the traffic light at US 441 and NW 147th Drive, interconnections to the properties to the west and north (Tara Forest East), traffic calming, and requirement for future traffic study to be completed to ensure there are no deficiencies related to improved development.

- (4) *Design minimizes environmental impact.* The proposed special exception minimizes environmental impacts and does not cause significant deterioration of light, water and air resources, wildlife habitat, stormwater management, scenic resources, and other natural resources.

Evaluation & Findings: There are no significant environmental impacts which would result from the special exception. As a condition of the associated preliminary plat application, the applicant will be required to provide a 100% gopher tortoise survey prior to development of the site.

- (5) *Roads and other public facilities.* There is adequate public facility capacity available to serve the proposed special exception, and the proposed special exception use is designed to ensure safe ingress and egress onto the site and safe road conditions around the site.

Evaluation & Findings: No adverse impacts on the level of service for any public facility monitored for concurrency is anticipated. Ingress and egress has been evaluated by City Staff and outside professional consultant (Volkert, Inc) to ensure proper design, including intersection spacing has been completed.

- (6) *Not injure neighboring land or property values.* The proposed special exception will not substantially injure the use of neighboring land for those uses that are permitted in the zone district, or reduce land values.

Evaluation & Findings: The proposed project will not substantially injure the use of the neighboring residential or commercial lands or reduce land values. It is anticipated that the proposed project will likely increase property values.

- (7) *Site plan.* A site plan (Subsection 2.4.9 of this section) has been prepared that demonstrates how the proposed special exception use complies with the other standards of this subsection.

Evaluation & Findings: For purposes of this application, the preliminary plat for the Tara Baywood subdivision serves as the site plan.

- (8) *Complies with all other relevant laws and ordinances.* The proposed special exception use complies with all other relevant City laws and ordinances, State and Federal laws, and regulations.

Evaluation & Findings: The application is found to comply with all other applicable City laws and ordinances, State and Federal laws, and regulations.

SECTION 4.3.1(A) (3), USE-SPECIFIC STANDARDS: TOWNHOUSES

Sections 4.3.1(A)(3) of the City's LDRs establish Use-Specific Standards for townhouses. The application has been reviewed for compliance with the standards of Sections 4.3.1(A)(3). An evaluation and findings of the application's compliance with the standards of Sections 4.3.1(A)(3) is provided below. The applicant have also provided an analysis of the application's compliance with Sections 4.3.1(A)(3) in the application materials. Applicable standards include: 4.3.1 (A)(3)(b), (c), (d), (e),(g), and (h). As a preliminary plat is not a final development order or plan, complete compliance with the applicable use-specific standards will be provided at time of site plan or building permit application.

4.3.1 (A)(3) (b)*Orientation of buildings to street and open space.* To the maximum extent practicable, be oriented to the street or frame open space.

Evaluation & Findings: Based on lot configuration provided with the application, buildings appear to be oriented to street.

4.3.1 (A)(3)(c)*Building adjacent to single-family detached development.*

- (i) Not allow the height of buildings located within 100 feet of land in a single-family residential district (RSF-1, RSF-3, RSF-4, and RSF-6) exceed two stories.
- (ii) Not allow the height of buildings located within 100 feet of an existing single-family attached development to exceed two stories.

Evaluation & Findings: At time of building permit or site plan application, compliance with this standard will be addressed or evaluated.

(d)*Design features on side facades adjacent to single-family districts or single-family detached development.* When located adjacent to single-family detached development or vacant land in a single-family residential district (RSF-1, RSF-3, RSF-4, and RSF-6), incorporate a minimum of two design features (e.g., bay windows with a minimum 12-inch projection, eaves with a minimum six-inch projection, or multiple windows with minimum four-inch trim) on adjacent side facades.

Evaluation & Findings: At time of building permit or site plan application, compliance with this standard will be evaluated.

(e)Off-street parking for townhouse and multifamily uses.

(i)Provide a minimum of 50 percent of off-street parking on the side or rear of the building.

(ii)Where off-street parking areas are located adjacent to a public right-of-way, screen them with a completely opaque vegetative screen, fence or wall, a minimum of three feet in height.

Evaluation & Findings: At time of building permit or site plan application, compliance with this standard will be evaluated.

(g)Garages with single-family attached, townhomes, and two- to four-family dwellings. In single-family attached, townhouses and two- to four-family development:

(i)Limit individual garage doors facing a street to no more than ten feet in width per door, with a maximum of two doors facing the street per dwelling, with a minimum separation of two feet between the doors.

(ii)Not allow more than two garage doors be located within a row, and each row be separated from any other garage door facing the street by a distance of ten feet.

(iii)Design detached garages so as to be located at least four feet behind the front facade of the principal structure. (For the purposes of measurement, the front facade will be the front facade plane that is furthest from the front lot line.)

(iv)Design attached garages:

a. To be recessed at least two feet behind the front facade of the living area;

b. Not to extend beyond the facade line of the living area if the garage is at least three feet behind a porch; or

c. Not to extend beyond the living area of the unit if an upper story overhangs the ground floor living area facade by at least two feet.

Evaluation & Findings: At time of building permit or site plan application, compliance with this standard will be evaluated.

(h)Landscaped buffer adjacent to single-family detached development. Provide a landscaped buffer adjacent to existing single-family detached development a minimum of 15 feet in width along the yard which the single-family detached development abuts.

Evaluation & Findings: The proposed Tara Baywood preliminary plat shows a minimum 15 foot wide landscape buffer located between any lots located within the existing Tara Baywood development and any lots located within the proposed Tara Baywood project. Additionally, there is a minimum 15' landscape buffer between any proposed lots within the Tara Baywood project and any lots in the proposed Tara Forest East subdivision.

EXHIBIT “A”
TO
TARA BAYWOOD
SPECIAL EXCEPTION
STAFF REPORT

CONDITIONS:

1. Transportation and Traffic:
 - a. The developer shall coordinate with the Florida Department of Transportation to complete the synchronization(also referred to as optimization) of the signal at NW 147th Drive and US HWY441 with existing traffic signals along 441. A letter from the Florida Department of Transportation certifying completion of the synchronization (optimization) shall be provided prior to the completion of Phase 1, as described in the Preliminary Plat approved by the City Commission on _____(date of approval).
 - b. The developer shall provide, at developer’s expense, a revised traffic impact analysis, for the purpose of reviewing safety and operational impacts, shall be completed before the completion of Phase 3, as described in the Preliminary Plat approved by the City Commission on _____(date of approval). The study shall be coordinated with the Florida Department of Transportation , Alachua County Public Works, and the City of Alachua and shall specifically analyze:
 - i. The intersection of US Highway 441 and SR 235
 - ii. The intersection of NW 147th Drive and US Highway 441
 - c. The developer shall make all improvements required, at Developer’s expense, associated with the proportionate share of any deficiencies identified in the revised traffic impact analysis referenced in Condition 1.b above. These improvements shall be completed before the completion of Phase 4, as described in the Preliminary Plat approved by the City Commission on _____(date of approval).
 - d. Traffic calming measures shall be provided approximately every 500 feet and at connections to existing subdivisions. Traffic calming measures include, but are not limited to traffic islands, speed humps, speed bumps, speed tables, or 4 way controlled intersections.
 - e. If any development on tax parcel 03067-005-000 occurs after any phase of this project (Tara Baywood) project, the construction plans for Tara Baywood shall include T or L turn arounds at the points of interconnection between Parcel Numbers 03067-006-000 and 03067-005-000.
2. The applicant agrees that Conditions 1, including all subparts, as stated above do not inordinately burden the land and shall be binding upon the property owner, including any subsequent property owners, successors, or assigns, and that the development shall comply with Condition 1 as stated herein.

**EXHIBIT “B”
TO
TARA BAYWOOD
SPECIAL EXCEPTION PERMIT –
TOWNHOUSES**

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



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

February 20, 2020

Also sent by electronic mail to chrisg@gmuereng.com

Christopher Gmuer, PE
Gmuer Engineering, Inc.
2603 NW 13th Street
Box 314
Gainesville, FL 32609

RE: Notice of Hearing to be Scheduled for Tara Baywood Preliminary Plat and Special Exception

Dear Mr Gmuer:

On February 5, 2020 the City of Alachua received your updated applications for the above referenced projects.

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

You must provide two (2) *double-sided, three-hole punched, color sets* of each **complete** application package, seven (7) full size sets of site plans, and a digital copy of all materials in PDF format on a CD *no later than 10 business days prior to the PZB Meeting at which your application is scheduled to be heard*. The application has been scheduled for the **March 10, 2020** Planning and Zoning Board meeting; therefore, the above referenced materials must be submitted to the City no later than 12 PM on **Tuesday, February 25, 2020**. Materials may be submitted earlier than this date.

Should you have any questions, please feel free to contact me at (386) 418-6100, ext. 108 or via email at ahall@cityofalachua.com.

Sincerely,

Adam Hall, AICP
Planner

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



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

January 28, 2020

Also sent by electronic mail to chrisg@gmuereng.com

Christopher Gmuer, P.E.
Gmuer Engineering, LLC
2603 NW 13th Street
Box 314
Gainesville, FL 32609

**RE: Review No. 2 by Development Review Team (DRT) of:
Tara Baywood Preliminary Plat and Special Exception Permit**

Dear Mr. Gmuer:

The application referenced above has been reviewed by the City's Development Review Team (DRT). Upon review of the application and materials, the following insufficiencies must be addressed. Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **4:00 PM on Wednesday, February, 5 2020**. A total of four (4) copies of the application package, plans, and a CD containing a PDF of all application materials and plans must be provided by this date.

Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved before the item may be scheduled for a public hearing before the City Commission. Please note that if Staff determines that the revised submission requires outside technical review by the City, your application may be delayed in order to allow for adequate review time. If your revised application is received by the date specified above, and if your response adequately addresses the following comments, a hearing before the Planning & Zoning Board (PZB) may be scheduled for **March 10, 2020**.

Deficiencies to be Addressed

**** Unless otherwise noted, references to code sections are to the City of Alachua Land Development Regulations. ****

1. Compliance with Land Development Regulations (LDRs)
 - b. Article 5, Density, Intensity, and Dimensional Standards
 - i. Lot 70 is less than 6,000 square feet. Please revise.
Please review Lots 165 and 166.
2. Miscellaneous/General Issues
 - c. Traffic calming will be required at connection to NW 163rd (speed bumps or speed table).
3. Public Services/ Fire Marshall/ Outside Review
 - b. Applicant must address all comments provided by the Public Services Department in a memo dated January 22, 2020 (attached).
 - c. Applicant must address all comments provided by Daniel Young, P.E., of CHW, Inc. in a memo dated January 27, 2020 (attached).

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

Sincerely,



Adam Hall, AICP
Planner

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



City of Alachua

ADAM BOUKARI
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

INTER-OFFICE COMMUNICATION

DATE: Jan 22, 2020

TO: Kathy Winburn, AICP
Planning & Community Development Director

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

TR 1/22/2020

RE: Tara Baywood - Preliminary Plat – Public Service Comments

Public Services has reviewed the Tara Baywood Preliminary Plat (Jan 16 Submittal) and offer the following comments. Review was specific to the Public Services Utilities.

NO.	COMMENTS
1.	Dec 09 Submittal Comment, Sheet C-032 Roundabouts are NOT to be maintained by the City; annotate on drawing. Jan 16 Submittal Comment, Sheet C-032 Engineer has given sufficient reason NOT to add the above note. Approved.
2.	Dec 09 Submittal Comment, Sheet C-032 This sheet shows detectable warning devices installed at roadway crossings. All detectable warning devices shall be the interlocking paver type. Please submit a detail of this. Jan 16 Submittal Comment, Sheet C-032 Approved
3..	Dec 09 Submittal Comment, Sheet C-033 A 2.5-foot PUE is very narrow. Please increase to 5 feet, presumably to allow access to the water meter.

NO.	COMMENTS
	Jan 16 Submittal Comment, Sheet C-033 Approved
4..	Dec 09 Submittal Comment, Sheet C-300 Suggest that the note "ELECTRIC SYSTEM BEING DESIGNED BY THE UTILITY PROVIDER" be revised to: "AS PART OF THIS PROJECT, ELECTRIC SYSTEM WILL BE DESIGNED BY A PROFESSIONAL ENGINEER. COORDINATE WITH UTILITY PROVIDER." Jan 16 Submittal Comment, Sheet C-300 Approved
5.	Dec 09 Submittal Comment, Sheet C-300 Please add the following note: "Materials and construction for all potable water, wastewater and electrical work shall conform to the requirements of the City of Alachua, Public Services Department, Design and Construction Manual, latest edition." Jan 16 Submittal Comment, Sheet C-300 Approved
5.	Dec 09 Submittal Comment, Sheet C-300 As shown on this sheet, under roadways, water mains are distributed by means of tees and crosses. Tees and crosses are common points of failure. If a failure occurs, CoA will need dig up and then repair the roadway. Roadway traffic will not be possible during the repair. Please rearrange water main piping so tees and crosses are not installed underneath roadways. Jan 16 Submittal Comment, Sheet C-300 Engineer states that this issue was discussed with the Public Services Director, who indicated that installing tees under the roundabouts is acceptable. The reasoning is: If the piping were routed so it crosses under roads not in the roundabout, this would require multiple fittings, which themselves would be points of failure. Please note that City standards require that isolation valves be installed on all three connections to each tee. If these isolation valves are installed under roundabouts or roads, traffic-rated valve covers are required. Alternatively, these valves can be installed just prior the piping going under the roundabout/road. Also, please confirm that each tee and isolation valve will be mechanically restrained. Please submit statement indicating compliance and approach to be taken.

NO.	COMMENTS
END OF COMMENTS	

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

cc: Justin Tabor – AICP Principal Planner

Adam Hall – AICP Planner

Harry Dillard – Lead Engineering Technician

MEMORANDUM

City of Alachua

19-0256.01



To: Mr. Adam Hall, AICP
From: Daniel Young, PE
Date: January 24, 2020
RE: Tara Baywood Preliminary Plat Review No. 2

Below are comments from CHW's review regarding the above mention project dated January 16, 2020

Previous Comments Review No. 1:

1. Response from Applicant's EOR is deferring until construction. Should the project require significant revisions to the stormwater allocation areas, the project will be required to resubmit a preliminary plat. No response needed.
2. Response from Applicant's EOR deferring until construction. Should the project require significant revision due to the providing pre-treatment prior to stormwater pond, the project will be required to resubmit a preliminary plat. No response needed.
3. Applicant's EOR is deferring details of maintenance and drainage rights until construction plan submittal. Please ensure drainage easements are given to the City on stormwater No response needed.
4. Sheet C-000:
 - Resolved. Please move the NW 147th Drive label south. No response needed.
 - Resolved.
 - Resolved.
 - Resolved.
5. Sheet C-031:
 - Resolved.
 - Resolved.
 - Resolved.
 - Resolved.
6. Sheet C-033:
 - Resolved. Note during the detailing of the construction plans, it would be recommended to add valley gutter between parking and travel lane.
 - Resolved.
 - Resolved.
7. Sheet C-070:
 - Resolved.
8. Sheet C-071:
 - Resolved.
 - Resolved.
 - Resolved.
 - Resolved.
9. Sheet C-072:
 - Resolved.
 - Lot 173 is meeting the minimum 6,000 sf but Lot 166 is now less than the required 6,000 sf. Revise accordingly.
10. Sheet C-300:
 - CHW defers to Public Services.
 - Show watermain easement on Lot 17. What are the excess lines on Lot 125? Revise accordingly. All other points resolved.

- Resolved.
- Resolved.
- Resolved.
- Response from Applicant's EOR is deferring until construction. Should the project require significant revisions to the stormwater allocation areas, the project will be required to resubmit a preliminary plat. No response needed.

New Comments:

1. Sheet C-072:
 - Lot 165 does not meet the minimum 6,000 sf.
2. Sheet C-300:
 - Street NS 1 water main doesn't match up.
 - Show Electric and Water Main Easements on Lot 173.



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

January 13, 2020

Also sent by electronic mail to chrisg@gmuereng.com

Christopher Gmuer, P.E.
Gmuer Engineering, LLC
2603 NW 13th Street
Box 314
Gainesville, FL 32609

**RE: Review by Development Review Team (DRT) of:
Tara Baywood Preliminary Plat and Special Exception Permit**

Dear Mr. Gmuer:

The application referenced above has been reviewed by the City's Development Review Team (DRT). Upon review of the application and materials, the following insufficiencies must be addressed. Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **2:00 PM on Thursday, January 16, 2020**. A total of four (4) copies of the application package, plans, and a CD containing a PDF of all application materials and plans must be provided by this date.

Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved before the item may be scheduled for a public hearing before the City Commission. Please note that if Staff determines that the revised submission requires outside technical review by the City, your application may be delayed in order to allow for adequate review time. If your revised application is received by the date specified above, and if your response adequately addresses the following comments, a hearing before the Planning & Zoning Board (PZB) may be scheduled for February 11, 2020.

Deficiencies to be Addressed

**** Unless otherwise noted, references to code sections are to the City of Alachua Land Development Regulations. ****

1. *Compliance with Land Development Regulations (LDRs)*
 - a. *Article 2, Administration*
 - i. Compliance with Section 2.4.4 (D)(2). Proposed ingress/egress location must be revised in order to provide safe ingress/egress onto the site, especially considering the proposed street will also be accommodating trips from the Tara Forest East project adjacent to this proposed subject property.
 - b. *Article 5, Density, Intensity, and Dimensional Standards*
 - i. Lot 70 is less than 6,000 square feet. Please revise.
 - c. *Article 6, Development Standards*
 - i. Section 6.2.1(D) (4), tree mitigation may be required. At time of Construction Plans submittal, a complete Landscape Plan and Tree Mitigation plan will be required demonstrating compliance with the City's Tree Mitigation requirements.
 - ii. A 15' wide Type "C" landscaping buffer is required between Tara Baywood and properties to the north and east.

- d. *Article 7, Subdivision Standards*
 - i. Section 7.2.5 (D) (1) requires temporary T or L turn at future connections to adjacent properties.
 - ii. Per Section 7.2.5 (D)(2)(a), a notation will be required on final plat indicating that the land use for the temporary T or L shaped cul-de-sac shall be converted to a traffic circle, speed table, or other traffic calming device.
- 2. *Miscellaneous/General Issues*
 - a. Intersection of NW 161st Ave and NW 144th Terr and new N/S road needs to be redesigned to accommodate approximate 3,000 trips per day.
 - b. Traffic calming will be required at connection to NW 163rd (speed bumps or speed table).
 - c. While not reviewed at this time, supplied conceptual lot layout plans appear to exceed the maximum lot coverage of 60% for the RSF-6 district.
 - d. Sheet C-071 Ph Blk 2 dimension labels are overlaid.
 - e. Please provide separate tract for community center/ club house area.
 - f. While not reviewed at this time, please review Use-specific standards found in Section 4.3.1 (A)(3) , especially Section 4.3.1 (A)(3)(e) and (g) (attached).
- 3. *Public Services/ Fire Marshall/ Outside Review*
 - a. Applicant must address all comments provided by the Public Services Department in a memo dated December 19, 2019 (attached).
 - b. Applicant must address all comments provided by Daniel Young, P.E., of CHW, Inc. in a memo dated December 20, 2019 (attached).
- 4. *Proposed Conditions*
 - a. An 8' wide sidewalk to be provided along one side of the NW 161st Ave extension to connect Tara Baywood, Tara Forest East and Baywood subdivisions.
 - b. A 6' fence along east subject property line owned and maintained by HOA.
 - c. A revised traffic impact analysis to be provided prior to issuance of certificate of occupancy for 106th dwelling unit located within Tara Baywood.
 - d. If any fencing is required or provided for the proposed stormwater areas it shall be vinyl, metal, wood or stone. Chainlink and vinyl coated chainlink shall not be used.

USE SPECIFIC STANDARDS EXCERPT

(3) *Multiple-family dwellings, single-family attached dwellings, townhomes, and two- to four-family dwellings.* Multiple-family dwellings, single-family attached dwellings, townhomes, and two- to four-family dwellings shall comply with the following standards:

(a) *Permitted in the CI district as affordable housing.* Single-family attached, townhouse, two- to four-family, or multiple-family dwelling units may be permitted within the CI zone district provided that they are part of a mixed use development, and provided that 50 percent or more of the dwelling units are deed-restricted affordable housing for low-income residents.

(b) *Orientation of buildings to street and open space.* To the maximum extent practicable, be oriented to the street or frame open space.

(c) *Building adjacent to single-family detached development.*

(i) Not allow the height of buildings located within 100 feet of land in a single-family residential district (RSF-1, RSF-3, RSF-4, and RSF-6) exceed two stories.

(ii) Not allow the height of buildings located within 100 feet of an existing single-family attached development to exceed two stories.

(d) *Design features on side facades adjacent to single-family districts or single-family detached development.* When located adjacent to single-family detached development or vacant land in a single-family residential district (RSF-1, RSF-3, RSF-4, and RSF-6), incorporate a minimum of two design features (e.g., bay windows with a minimum 12-inch projection, eaves with a minimum six-inch projection, or multiple windows with minimum four-inch trim) on adjacent side facades.

(e) *Off-street parking for townhouse and multifamily uses.*

(i) Provide a minimum of 50 percent of off-street parking on the side or rear of the building.

(ii) Where off-street parking areas are located adjacent to a public right-of-way, screen them with a completely opaque vegetative screen, fence or wall, a minimum of three feet in height.

(f) *Garages with multifamily buildings.* Design garages with multifamily development as side or rear entry, located on the side or rear of the building, except no side entry garage door shall face an adjacent single-family detached development, or vacant land in a single-family district (RSF-1, RSF-3, RSF-4, and RSF-6).

(g) *Garages with single-family attached, townhomes, and two- to four-family dwellings.* In single-family attached, townhouses and two- to four-family development:

(i) Limit individual garage doors facing a street to no more than ten feet in width per door, with a maximum of two doors facing the street per dwelling, with a minimum separation of two feet between the doors.

(ii) Not allow more than two garage doors be located within a row, and each row be separated from any other garage door facing the street by a distance of ten feet.

(iii) Design detached garages so as to be located at least four feet behind the front facade of the principal structure. (For the purposes of measurement, the front facade will be the front facade plane that is furthest from the front lot line.)

(iv) Design attached garages:

a. To be recessed at least two feet behind the front facade of the living area;

b. Not to extend beyond the facade line of the living area if the garage is at least three feet behind a porch; or

c. Not to extend beyond the living area of the unit if an upper story overhangs the ground floor living area facade by at least two feet.

(h) *Landscaped buffer adjacent to single-family detached development.* Provide a landscaped buffer adjacent to existing single-family detached development a minimum of 15 feet in width along the yard which the single-family detached development abuts.

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

Sincerely,



Adam Hall, AICP
Planner

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

MEMORANDUM

City of Alachua

19-0256.01



To: Mr. Adam Hall, AICP
From: Daniel Young, PE
Date: December 20, 2019
RE: Tara Baywood Preliminary Plat Review

Below are comments from CHW's review regarding the above mention project dated November 26, 2019.

New Comments:

1. Stormwater Report and Exhibits:
 - Show and label proposed stormwater management facilities.
 - Revise/Delete stray label next to the "Post-DA-Center" label.
 - Provide consistence naming conventions across entire project. We were able to track down most of them based on areas, but it is necessary for the naming convention to match everywhere. An example is Post-DA-South, which matched to Post-DA S1 in calculations.
 - Show and label all drainage areas in post development (not just the onsite areas).
 - Revise map to show the Tara Baywood improvements.
 - Revise report write up to include Tara Baywood. Currently it is not clear on whether this project is included in the design. The opening description mentions future townhouse subdivision and the CN calculation does appear to account for "townhouses", so it appears to be accounted for, but it is not clear. Please provide additional clarification to aid in review.
 - Please identify discharge points from each basin similar to the pre-development map.
2. How does the Tara Baywood Project intend to include the required pretreatment to meet the Alachua County requirements? None appears to be shown.
3. Provide how maintenance responsibilities and drainage rights have been coordinated between the two subdivisions.
4. Sheet C-000 Project Information:
 - Revise Project Location to read NW 147th "**Terrace**", not Drive.
 - Project Area does not match Survey (36.37ac. vs. 35.26ac). Please revise all locations (multiples) accordingly.
 - Surveyor information is incorrect. Please revise.
 - Lot Width states min. 40'. Plans show 20' width lot. Revise accordingly.
5. Sheet C-031:
 - Scale is incorrect. Revise accordingly.
 - Crosswalk connects to on-street parking (Western intersection). Revise accordingly. This may occur throughout the subdivision. Please explain how this will be addressed.
 - Crosswalks connect to driveway aprons and not curb ramps (Eastern intersection). Revise accordingly. This may occur throughout the subdivision. Please explain how this will be addressed.
 - Demonstrate how street lightings and trees will be provided where on-street parallel parking is provided.
6. Sheet C-033:
 - Provide cross section that illustrates on-street parking.
 - Clear zone is measured from face of curb, not edge of pavement. Revise accordingly.
 - Water main to street tree dimension does not match what is shown. Revise accordingly.

7. Sheet C-070:
 - It appears that the minimum block length of 300', per Section 7.2.3 (B)(2) has not been provided for Blocks 4 and 5. Please demonstrate how this is provided.
8. Sheet C-071:
 - Please explain why the rear lot setbacks on Block 1, Block 2 and Block 9 are not consistent.
 - Lot 174 requires a side setback of 5' on the south side, where the lot is adjacent to Common Area/Open Space. Revise accordingly.
 - The rear lot dimensions on Block 2 are illegible. Revise accordingly.
 - Lot 70 doesn't meet the minimum 6,000sf requirements. Revise accordingly.
9. Sheet C-072:
 - Lot 158 is missing setbacks. Revise accordingly.
 - Lot 173 doesn't meet the minimum 6,000sf requirements. Revise accordingly.
10. Sheet C-300:
 - It is recommended that all water mains be looped to provide sufficient potable and fire flows. CHW defers to Public Services.
 - Please label and show all easements on plan (i.e. PUEs against to proposed ROW, water main along NW 163rd Place, PUEs on Lot 125, and Lots 142- 157).
 - Label all points of connections to existing utilities.
 - Provide 30' PUE centered on sanitary sewer that is located at the rear of Lots 142-157.
 - For construction plans, please ensure that there is no more than 400' between sewer manholes. No response needed.
 - Provide autoturn path demonstrating that a fire truck can turnaround at the end of NW 162nd Place (park area).

Should the City, Applicant, and/or the EOR have any questions regarding the above comments, please feel free to contact me at 352-331-1976.



City of Alachua

ADAM BOUKARI
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

INTER-OFFICE COMMUNICATION

DATE: Dec 19, 2019

TO: Kathy Winburn, AICP
Planning & Community Development Director

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

TR 12/19/2019

RE: Tara Baywood - Preliminary Plat – Public Service Comments

Public Services has reviewed the Tara Baywood Preliminary Plat (Dec 09 Submittal) and offer the following comments. Review was specific to the Public Services Utilities.

NO.	COMMENTS
1.	Dec 09 Submittal Comment, Sheet C-032 Roundabouts are NOT to be maintained by the City; annotate on drawing.
2.	Dec 09 Submittal Comment, Sheet C-032 This sheet shows detectable warning devices installed at roadway crossings. All detectable warning devices shall be the interlocking paver type. Please submit a detail of this.
3..	Dec 09 Submittal Comment, Sheet C-033 A 2.5-foot PUE is very narrow. Please increase to 5 feet, presumably to allow access to the water meter.
4..	Dec 09 Submittal Comment, Sheet C-300 Suggest that the note "ELECTRIC SYSTEM BEING DESIGNED BY THE UTILITY PROVIDER" be revised to: "AS PART OF THIS PROJECT, ELECTRIC SYSTEM WILL BE DESIGNED BY A

NO.	COMMENTS
	PROFESSIONAL ENGINEER. COORDINATE WITH UTILITY PROVIDER."
5.	Dec 09 Submittal Comment, Sheet C-300 Please add the following note: "Materials and construction for all potable water, wastewater and electrical work shall conform to the requirements of the City of Alachua, Public Services Department, Design and Construction Manual, latest edition."
5.	Dec 09 Submittal Comment, Sheet C-300 As shown on this sheet, under roadways, water mains are distributed by means of tees and crosses. Tees and crosses are common points of failure. If a failure occurs, CoA will need dig up and then repair the roadway. Roadway traffic will not be possible during the repair. Please rearrange water main piping so tees and crosses are not installed underneath roadways.
END OF COMMENTS	

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

cc: Justin Tabor – AICP Principal Planner

Adam Hall – AICP Planner

Harry Dillard – Lead Engineering Technician



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

December 3, 2019

Also sent by electronic mail to chrisg@gmuereng.com

Christopher Gmuer, P.E.
Gmuer Engineering, LLC
2603 NW 13th Street
Box 314
Gainesville, FL 32609

RE: Completeness Review of Tara Baywood Preliminary Plat and Special Exception Permit Applications

Dear Mr. Gmuer:

On November 26, 2019, the City of Alachua received your applications for the Preliminary Plat and Special Exception Permit for the Tara Baywood project, which proposes to subdivide a ±36.37 acre subject property into a total of 211 lots (consisting of Tax Parcel Number 03067-006-000), with associated common areas, open space, stormwater management facilities, and right-of-way.

According to Section 2.2.6 of the Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning Department has reviewed the aforementioned applications for completeness and finds that the following information is needed to begin review of the applications. Please provide materials addressing the comments below by **5:00 PM on Monday, December 9, 2019.**

In accordance with Section 2.2.6(B) of the LDRs, the applicant must correct the deficiencies and resubmit the application for completeness determination. The time frame and cycle for review shall be based upon the date the application is determined to be complete. If the applicant fails to respond to the identified deficiencies within forty-five (45) calendar days, the application shall be considered withdrawn.

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

In order to provide complete applications, you must address the following:

Submittal Requirements: It appears that the applicant has submitted the application for an informal completeness review. Applications requesting an informal completeness review must submit the application 10 business days prior to the application deadline. The materials were received 1 business day before the application deadline. Therefore, an informal completeness review cannot be provided for the November 2019 application deadline. Submit three (3) additional sets of the

application, all required attachments, and plans, and provide all application materials in digital format by either submitting a CD or emailing a cloud or FTP link to download the materials.

Preliminary Plat Application

1. **Subdivision Application, Preliminary Plat Attachment #2 – Concurrency Impact Analysis:**
 - a. Provided concurrency impact analysis does not include US HWY 441 although all trips appear to be distributed to that segment. Please provide revised analysis.
2. **Subdivision Application, Preliminary Plat Attachment #5 – Mailing Labels:**
 - a. Two sets of mailing labels for property owners within 400' and those individuals and organizations registered to receive notice were not provided.
3. **Subdivision Application, Preliminary Plat Attachment #6 – Neighborhood Meeting Materials:**
 - a. Additional detail on comments provided by the public must be included. Please identify any specific issues or requests raised by those in attendance.
4. **Subdivision Application, Preliminary Plat Attachment #7 – City of Alachua Public School Student Generation Form:**
 - a. Public School Student Generation form not signed or notarized.

Special Exception Permit Application

1. **Subdivision Application, Preliminary Plat Attachment #4 – Mailing Labels:**
 - a. Two sets of mailing labels for property owners within 400' and those individuals and organizations registered to receive notice were not provided.
2. **Subdivision Application, Preliminary Plat Attachment #5 – Neighborhood Meeting Materials:**
 - a. Additional detail on comments provided by the public must be included. Please identify any specific issues or requests raised by those in attendance.

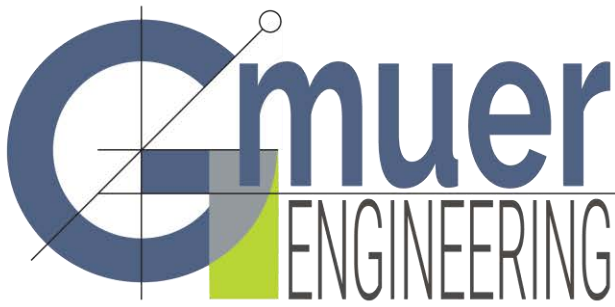
If you have any questions regarding the information above, please contact me at 386-418-6100 x 108 or via e-mail at ahall@cityofalachua.com.

Sincerely,



Adam Hall, AICP
Planner

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



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

December 9, 2019

City of Alachua Planning and Zoning
15100 NW 142nd Terrace
Alachua, FL 32615

Re: Tara Baywood – Special Exception Permit

Dear Planning and Zoning Staff,

This package is submitted as a Special Exception for the residential townhouses associated with the Major Subdivision Preliminary Plat submitted to the City of Alachua for the Tara Baywood Subdivision with small revisions based on a Completeness Review dated December 3, 2019.. Tara Baywood is a proposed 211-unit townhouse neighborhood development located north of Lowes at NW of NW 147th Drive and NW 161st Ave / TP# 03067-006-000; a ±35.26 acre parcel and proposes the construction of associated utility connections, roadway infrastructure, and stormwater management facilities. Please see the list below of items included with this application.

Attachments (3 Copies with CD containing PDFs of all items listed below) :

- Special Exception Fee \$3,000
- Cover Letter
- Special Exception Permit Application (Signed and Dated)
- Ownership Affidavit from Alachua Development Co. LLC
- Statement of Proposed Special Exception
- Analysis of Compliance with Standards for a Special Exception
- Preliminary Plat (24x36 – Not for Final Recording)
- 2 Sets of Mailing Labels
- Neighborhood Workshop Meeting Materials
- Zoning Map of Property and Surrounding Area
- Legal Description with Tax Parcel Number
- Proof of Ownership
- Proof of Payment of Taxes

Comments: Special Exception Permit Application

1. Subdivision Application, Preliminary Plat Attachment #4 – Mailing Labels:

- a. Two sets of mailing labels for property owners within 400' and those individuals and organizations registered to receive notice were not provided.

Please see the attached mailing labels.

2. Subdivision Application, Preliminary Plat Attachment #5 – Neighborhood Meeting Materials:

- a. Additional detail on comments provided by the public must be included. Please identify any specific issues or requests raised by those in attendance.

We have supplemented the meeting notes to more fully describe the details discussed at the NHWS.

Please let us know if you need any additional information for your review.

Sincerely,

Gmuer Engineering, LLC

A handwritten signature in blue ink, appearing to read 'Christopher A Gmuer', with a stylized flourish at the end.

Christopher A Gmuer, PE

President

FOR PLANNING USE ONLY

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

Special Exception Permit Application

Reference City of Alachua Land Development Regulations Article 2.4.4

A. PROJECT

1. Project Name: Tara Baywood
2. Address of Subject Property: Generally NW of NW 147th Drive and NW 161st Ave
3. Parcel ID Number(s): 03067-006-000
4. Existing Use of Property: Timberland-site index 80-89
5. Future Land Use Map Designation : Medium Density Residential
6. Zoning Designation: Residential, Single Family (RSF-6)
7. Acreage: ±36.37

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Christopher Gmuer Title: President
 Company (if applicable): Gmuer Engineering, LLC
 Mailing address: 2603 NW 13th St Box 314
 City: Gainesville State: FL ZIP: 32609
 Telephone: () 352-593-3134 FAX: () _____ e-mail: chrisg@gmuereng.com
3. If the applicant is agent for the property owner*:
 Name of Owner (title holder): Alachua Development Co, LLC
 Mailing Address: 16469 Bridelwood Cir
 City: Delray Beach State: FL ZIP: 33445

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

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☒ Yes ☐ No
 If yes, list names of all parties involved: Tara Forest, LLC, Sayed Moukhtara
 If yes, is the contract/option contingent or absolute? ☐ Contingent ☒ Absolute

D. ATTACHMENTS

1. Statement of proposed special exception including the identification of the provision of the Land Development Regulations under which the special exception permit is sought, and stating the grounds on which it is requested.
2. Analysis of compliance with the Standards for a Special Exception, as defined in Section 2.4.4 of the Land Development Regulations (LDRs), and listed below:
 - a. Complies with Use Specific Regulations
 - b. Compatibility
 - c. Design Minimizes Adverse Impact
 - d. Design Minimizes Environmental Impact
 - e. Roads and Other Public Facilities
 - f. Not Injure Neighboring Land or Property Values
 - g. Site Plan
 - h. Complies will All Other Relevant Laws and Ordinances
3. Materials which demonstrate that the special exception permit would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or the general welfare, which shall include (at a minimum):

- a. A site plan showing the proposed placement of structures on the property; provisions for ingress and egress, off-street parking and off-street loading areas, and refuse and service areas; and required yards and other open spaces;
 - b. Access and points of connection to utilities (electric, potable water, sanitary sewer, gas, etc.)
 - c. Plans for screening and buffering with reference to type, character and dimensions;
 - d. Proposed landscaping, signs and lighting, including type, dimensions and character;
 - e. Any specific requirements of the zoning district.
4. Two (2) sets of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).
 5. Neighborhood Meeting Materials, including:
 - i. Copy of the required published notice (advertisement) – must be published a newspaper of general circulation, as defined in Article 10 of the City's Land Development Regulations
 - ii. Copy of written notice (letter) sent to all property owners within 400 feet, and mailing labels or list of those who received written notice
 - iii. Written summary of meeting – must include (1) those in attendance; (2) a summary of the issues related to the development proposal discussed; (3) comments by those in attendance about the development proposal; and, (4) any other information deemed appropriate.
 6. Map of the subject property and surrounding area with zoning.
 7. Legal description with tax parcel number.
 8. Proof of ownership.
 9. Proof of payment of taxes.
 10. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within 5 business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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


Signature of Applicant

Signature of Co-applicant

Christopher Gmuier, P.E. President Gmuier Engineering

Typed or printed name and title of applicant

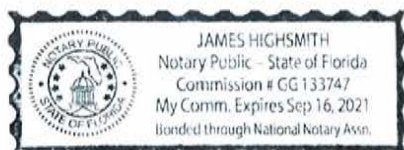
Typed or printed name of co-applicant

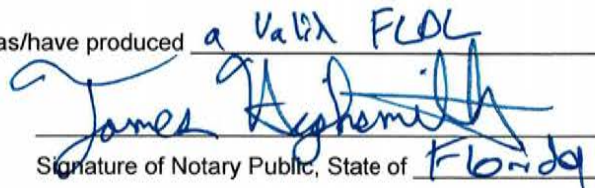
State of Florida County of Alachua

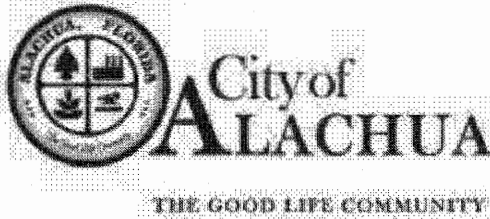
The foregoing application is acknowledged before me this 27 day of Nov, 2019, by Christopher Gmuier

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

NOTARY SEAL




Signature of Notary Public, State of Florida



Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: None existing. The property is generally NW of NW 147th Dr. and NW 161st Ave.

Parcel ID Number(s): 03067-006-000

Acreage: ±36.37 Acres

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Marvin Smollar

Title: Manager

Company (if applicable): Alachua Development Co, LLC

Mailing Address: 16469 Bridlewood Cir.

City: Delray Beach

State: FL

ZIP: 33445

Telephone: 561-499-0411

FAX: _____

e-mail: marvsmollar@gmail.com

C. AUTHORIZED AGENT

Name: Christopher Gmuer

Title: President

Company (if applicable): Gmuer Engineering, LLC

Mailing address: 2603 NW 13th ST Box 314

City: Gainesville

State: FL

ZIP: 32609

Telephone: (352) 281-4928

FAX: N/A

e-mail: chrisg@gmuereng.com

D. REQUESTED ACTION:

Plat review and site plan permitting for a Major Subdivision with roughly 211 units and associated stormwater, utilities, roadway connections/access.

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

Signature of Applicant

Signature of Co-applicant

Alachua Development Co., LLC, by Marvin Smollar, manager

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Florida County of Palm Beach

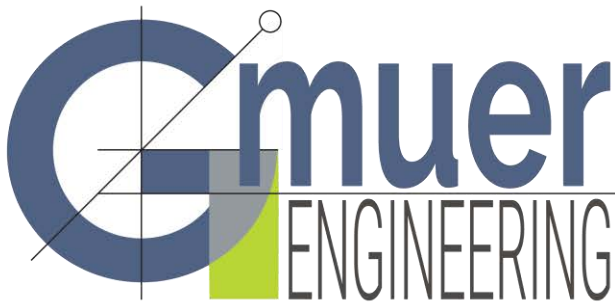
The foregoing application is acknowledged before me this 12th day of August, 2019 by Marvin Smollar

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



Signature of Notary Public, State of _____

City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121
Revised 9/30/2014



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

November 26, 2019

City of Alachua Planning & Zoning
15100 NW 142nd Terr
Alachua, FL 32615

Re: Tara Baywood – Statement of Proposed Special Exception

The proposed Tara Baywood subdivision is located north of Lowes generally northwest of the intersection of NW 147th Drive and NW 161st Ave (TP# 03067-006-000) and proposes a 211-unit townhouse neighborhood development with associated stormwater, open space/common area, roadway network, and utilities. The underlying land use for the property is Medium Density Residential and the zoning is RSF-6 (Residential Single-Family – 6 dwelling units per acre).

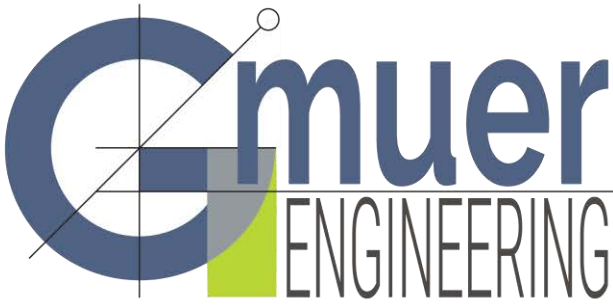
Townhouses are a use allowed by Special Exception with in the RSF-6 Zoning District. The use specific standards from Section 4.3.1(A)(3) apply to this development and the submitted plans and consistency reports demonstrate compliance with the associated standards. The site is located at a transition point between single family to the north and east, a large scale retail to the south (Lowes), and future commercial to the southwest. The proposed development will attract 211 households with safe, affordable housing at a price point consistent with quality townhomes and in an area of the city without this type of housing available. The proposed development provides housing consistent with the City of Alachua's goal of encouraging, strengthening, and maintaining a livable community for all age groups.

Please let us know if you need any additional information for your review.

Sincerely,
Gmuer Engineering, LLC

A handwritten signature in blue ink, appearing to read 'Christopher A Gmuer', is written over a blue line.

Christopher A Gmuer, PE
President



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

November 26, 2019

City of Alachua Planning & Zoning
15100 NW 142nd Terr
Alachua, FL 32615

Re: Tara Baywood – Analysis of Compliance with Standards for a Special Exception

The proposed Tara Baywood subdivision is located north of Lowes generally northwest of the intersection of NW 147th Drive and NW 161st Ave (TP# 03067-006-000) and proposes a 211-unit townhouse neighborhood development with associated stormwater, open space/common area, roadway network, and utilities. The underlying land use for the property is Medium Density Residential and the zoning is RSF-6 (Residential Single-Family – 6 dwelling units per acre).

Townhouses are a use allowed by Special Exception and the following is an Analysis of Compliance with Standards for a Special Exception and is submitted in accordance with the City of Alachua Special Exception requirements as defined in Section 2.4.4 of the Land Development Regulations (LDRs), and listed below:

1. Complies with use specific regulations. The proposed special exception complies with all relevant standards in Section 4.3, Use specific standards, or Section 5.2.3(B), as applicable.
Use specific standards from Section 4.3.1(A)(3) apply to this development. The proposed lots will face toward the streets, the buildings will be maximum of two stories, garages on the units will face the street per subsection (g), and a landscape buffer has been provided along the outer perimeter of the proposed townhomes of 15 feet.
2. Compatibility. The proposed special exception is appropriate for its location and compatible with the character of surrounding lands and the uses permitted in the zone district.
The site is located at a transition point between single family to the north and east, a large scale retail to the south (Lowes), and future commercial to the southwest. The proposed development will attract 211 households with safe, affordable housing at a price point consistent with quality townhomes and in an area of the city without this type of housing available. The proposed development provides housing consistent with the City of Alachua's goal of encouraging, strengthening, and maintaining a livable community for all age groups.

3. Design minimizes adverse impact. The design of the proposed special exception minimizes adverse effects, including visual impacts of the proposed use on adjacent lands; furthermore, the proposed special exception avoids significant adverse impact on surrounding lands regarding service delivery, parking and loading, odors, noise, glare, and vibration, and does not create a nuisance.

The development provides for required buffers along the perimeter of the development along with height restrictions as required in Section 4.3.1(A)(3). The development also provide interconnection with future residential developments and provide multiple interconnection points maintaining the walkable neighborhood blocks outlined in the LDC.

4. Design minimizes environmental impact. The proposed special exception minimizes environmental impacts and does not cause significant deterioration of light, water and air resources, wildlife habitat, stormwater management, scenic resources, and other natural resources.

The project site has historically been used as agricultural/timber lands and as such, there are relatively few trees or natural ecosystems across the property. The highest portions of the site are at the northeast and northwest corners of the property. The site generally slopes towards the center of the property and then southwest where elevations are significantly lower. Stormwater design will intentionally utilize topography to capture, convey, and treat runoff with stormwater management facilities.

5. Roads and other public facilities. There is adequate public facility capacity available to serve the proposed special exception, and the proposed special exception use is designed to ensure safe ingress and egress onto the site and safe road conditions around the site.

The preliminary plat application has been submitted concurrently with this special exception application and includes evaluations for all public facility impacts associated with this development. Please see the associated reports for details.

6. Not injure neighboring land or property values. The proposed special exception will not substantially injure the use of neighboring land for those uses that are permitted in the zone district, or reduce land values.

The proposed development will add an additional housing type with reduced maintenance requirements in a neighborhood consistent with the standards of the LDC and the associated infrastructure. The 211 households with an estimated 494 new residents will significantly add to the population and labor pool of Alachua. The neighborhood will provide additional tax revenue as well as disposable incomes to grow and support local economic growth. Immediate jobs will be created with the construction and development of the neighborhood in addition to the long-term support of existing jobs required to provide services to the neighborhood (i.e. lawn maintenance, trades contractors, delivery services, etc.). This will offer economic growth consistent with the City of Alachua's goal to encourage and support commercial businesses which provide integral services to the City's residents.

7. Site plan. A site plan (Subsection 2.4.9 of this section) has been prepared that demonstrates how the proposed special exception use complies with the other standards of this subsection.

The proposed subdivision is permitted in 3 major steps; a preliminary plat, construction plans, and a final plat. The preliminary plat has been submitted concurrently with this special exception application.

8. Complies with all other relevant laws and ordinances. The proposed special exception use complies with all other relevant City laws and ordinances, State and Federal laws, and regulations.

See the relevant consistency reports and cover sheet of the plans for the proposed compliance with the associated design standards.

Please let us know if you need any additional information for your review.

Sincerely,

Gmuer Engineering, LLC

A handwritten signature in blue ink, appearing to read 'Christopher A Gmuer', with a stylized flourish extending to the right.

Christopher A Gmuer, PE

President

**DAN RHINE
288 TURKEY CREEK
ALACHUA FL 32615**

**DAVID FOREST
23 TURKEY CREEK
ALACHUA FL 32615**

**PEGGY ARNOLD
410 TURKEY CREEK
ALACHUA FL 32615**

**MICHELE L. LIEBERMAN
ALACHUA COUNTY MANAGER
12 SE 1ST STREET
GAINESVILLE FL 32601**

**LINDA DIXON, AICP
ASSISTANT DIRECTOR PLANNING
PO BOX 115050
GAINESVILLE FL 32611**

**LYNN COULLIAS
7406 NW 126TH AVE
ALACHUA FL 32615**

**TOM GORMAN
9210 NW 59TH STREET
ALACHUA FL 32653**

**ANTOINETTE ENDELICATO
5562 NW 93RD AVENUE
GAINESVILLE FL 32653**

**CRAIG PARENTEAU
FL DEPT OF ENV PROTECTION
4801 CAMP RANCH ROAD
GAINESVILLE FL 32641**

**RICHARD GORMAN
5716 NW 93RD AVENUE
ALACHUA FL 32653**

**LYNDA COON
7216 NW 126 AVENUE
ALACHUA FL 32615**

**PRESIDENT, TCMOA
1000 TURKEY CREEK
ALACHUA FL 32615**

**CITY MANAGER, CITY OF ALACHUA
P.O. BOX 9
ALACHUA FL 32616**

**JEANNETTE HINSDALE
P.O. BOX 1156
ALACHUA FL 32616**

**TAMARA ROBBINS
PO BOX 2317
ALACHUA FL 32616**

**BONNIE FLYNN
16801 NW 166TH DRIVE
ALACHUA, FL 32615**

03076-000-000
SHARMA LATIKA
4870 DEER LAKE DR E STE 2318
JACKSONVILLE, FL 32246-6313

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03081-000-000
BAKER & LUNDY
242 BAYBERRY DR
LAKE PARK, FL 33403

03081-002-000
KIRKLAND MARY L
1275 NE 136TH TER #1
NORTH MIAMI, FL 33161

03068-015-000
MARK MARY
PO BOX 711
ALACHUA, FL 32616-0711

03068-008-000
COYLE & COYLE
14319 NW 167TH PL
ALACHUA, FL 32615

03067-062-092
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03081-003-000
CALHOUN JOHNNY B & MARIE
PO BOX 434
ALACHUA, FL 32616

03068-009-000
LUNDY GWENDOLYN
14000 NW 154TH AVE APT 21
ALACHUA, FL 32615

03067-000-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-062-091
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03068-007-000
RICHARDSON CARRIE
815 SE 19TH ST
GAINESVILLE, FL 32641

03080-000-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03081-001-000
SMITH H E
18125 NW 42ND PL
OPA LOCKA, FL 33055-3311

03068-009-001
TYSON DEVRON D
PO BOX 23
ALACHUA, FL 32616-0023

03068-014-000
RICHARDSON MATTIE HEIRS
815 SE 19TH ST
GAINESVILLE, FL 32641

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03080-001-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03067-006-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03013-010-003
BOOZER RUBY D TRUSTEE
PO BOX 1085
ALACHUA, FL 32616-1085

03013-020-016
MURTHA GARY J & MARY E
14528 NW 174TH AVE
ALACHUA, FL 32615-4856

03068-014-000
RICHARDSON MATTIE HEIRS
815 SE 19TH ST
GAINESVILLE, FL 32641

03127-020-002
KARAPHILLIS JOHN M & CYNTHIA A
13811 NW 172ND AVE
ALACHUA, FL 32615-4463

03080-001-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03013-010-006
KNISELEY GREGORY P & JOAN E
PO BOX 782
ALACHUA, FL 32616

03013-020-020
CORAL FARMS MCS LLC
PO BOX 482
FLORAHOME, FL 32140

03076-000-000
SHARMA LATIKA
4870 DEER LAKE DR E STE 2318
JACKSONVILLE, FL 32246-6313

03068-009-000
LUNDY GWENDOLYN
14000 NW 154TH AVE APT 21
ALACHUA, FL 32615

03013-010-002
KARRH MARGARET MCKNIGHT
14201 NW 174TH AVE
ALACHUA, FL 32615

03125-001-000
CEMETERY
17017 NW COUNTY ROAD 241
ALACHUA, FL 32615

03013-010-005
GAMAGE RICHARD F & CHERYL L
14495 NW 174TH AVE
ALACHUA, FL 32615

03068-008-000
COYLE & COYLE
14319 NW 167TH PL
ALACHUA, FL 32615

03062-001-000
JOHNS PATSY ANNETTE
PO BOX 1722
HIGH SPRINGS, FL 32655-1722

03080-000-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03067-005-001
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03013-010-009
LEWIS BRANDT A & NANCY A
14907 NW 174TH AVE
ALACHUA, FL 32615

03068-009-001
TYSON DEVRON D
PO BOX 23
ALACHUA, FL 32616-0023

03067-000-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03013-010-007
BAKER WILLIAM S & PAMELA A
14655 NW 174TH AVE
ALACHUA, FL 32615

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03062-000-000
ORTIZ & PETERSON-ORTIZ H/W
17304 NW 140TH ST
ALACHUA, FL 32616

03081-000-000
BAKER & LUNDY
242 BAYBERRY DR
LAKE PARK, FL 33403

03068-005-001
SMITH MARY LOUISE
14314 NW 167TH PL
ALACHUA, FL 32615-8696

03068-007-000
RICHARDSON CARRIE
815 SE 19TH ST
GAINESVILLE, FL 32641

03068-015-000
MARK MARY
PO BOX 711
ALACHUA, FL 32616-0711

03062-002-000
HAGAN MILDRED
16906 NW 140TH ST
ALACHUA, FL 32615-4411

03068-005-000
JONES HENRY JR & PHOEBE
PO BOX 956
ALACHUA, FL 32616-0956

03013-010-004
BOOZER RUBY D TRUSTEE
PO BOX 1085
ALACHUA, FL 32616-1085

03067-006-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03013-010-008
ESCOFFERY-LAWRENCE & LAWRENCE W/H
14745 NW 174TH AVE
ALACHUA, FL 32615-4856

03013-020-015
INNIS CHRIS & VERONIKA
14596 NW 174TH
ALACHUA, FL 32615-4881

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03127-000-000
EIB REUBEN J & DEBORAH S
17325 NW COUNTY RD 241
ALACHUA, FL 32615

03068-005-002
JONES HENRY
PO BOX 956
ALACHUA, FL 32616-0956

03062-003-000
RHOADS A K & DEBORAH
332 SE 2ND AVE
MELROSE, FL 32666-5441

03127-001-000
WD PROPERTIES FL LLC
1006 SE 4TH ST
GAINESVILLE, FL 32601

03062-001-000
JOHNS PATSY ANNETTE
PO BOX 1722
HIGH SPRINGS, FL 32655-1722

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-005-001
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-062-084
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-090
CRISWELL JOHNATHAN
14324 NW 163RD PL
ALACHUA, FL 32615

03067-001-001
CANVAS CHURCH FL INC
PO BOX 219
ALACHUA, FL 32616

03605-001-013
ALACHUA TOWNE CENTRE ASSOCIAT
13505 NW 88TH PL
ALACHUA, FL 32615

03067-062-099
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03531-011-000
ALBERT L NORA
PO BOX 1241
ALACHUA, FL 32616

03067-061-035
YOUNG MACK H & GEORGIA MAE
14367 NW 160TH LANE
ALACHUA, FL 32615

03067-001-003
STARMAX FDA LLC
961094 GATEWAY BLVD STE 200
AMELIA ISLAND, FL 32034

03080-000-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03605-001-006
PROGRESSIVE RESTAURANTS INC
602 S MAIN ST
GAINESVILLE, FL 32601

03067-061-053
FABIANO CHRISTOPHER & GAYLE CRUZ LIFE ESTATE
14364 NW 160TH LN
ALACHUA, FL 32615

03076-000-000
SHARMA LATIKA
4870 DEER LAKE DR E STE 2318
JACKSONVILLE, FL 32246-6313

03067-006-010
LOWES HOME CENTERS INC
1000 LOWES BOULEVARD TAX DEPT
MOORESVILLE, NC 28117

03067-062-082
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-097
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-001-004
AUTOZONE STORES LLC
123 SOUTH FRONT ST 3RD FLOOR
MEMPHIS, TN 38103

03548-001-000
WELCOME EVELYN
PO BOX 384
ALACHUA, FL 32616-0384

03531-013-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03067-061-063
LISTZWAN LORI JORDAN
14296 NW 161ST AVE
ALACHUA, FL 32615

03531-027-000
KANE D L TRUSTEE
13919 NW 145TH AVE
ALACHUA, FL 32615-6218

03067-062-085
COON-WHITE PRISCA S
5615 SW 215TH TER
NEWBERRY, FL 32669

03531-028-000
JACOB & LEGREE
14325 NW 156TH PL
ALACHUA, FL 32615-8254

03531-048-000
FORD JOYCE M
PO BOX 764
ALACHUA, FL 32616-0764

03067-060-034
TARROBAL JOEL CONRAD W & RIA C
14387 NW 160TH LN
ALACHUA, FL 32615

03067-062-094
AMA GAINESVILLE INVESTMENTS THREE LLC
7475 SW 70TH LN
GAINESVILLE, FL 32608

03531-031-000
JACOBS TERRI ANN
PO BOX 2383
ALACHUA, FL 32616

03549-000-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALACHUA INC
PO BOX 814
ALACHUA, FL 32616

03542-000-000
GREENE BEVERLY
110 NW 39TH AVE APT 9
GAINESVILLE, FL 32609

03067-061-051
WOODARD TERRI M
14324 NW 160TH LN
ALACHUA, FL 32615

03067-061-036
WILSON TANGELA M
14347 NW 160TH LN
ALACHUA, FL 32615

03067-062-089
SORRELL ALBERT L & PAMELA E
14304 NW 163RD PL
ALACHUA, FL 32615

03067-062-092
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03869-003-001
ALACHUA TOWNE CENTRE ASSOCIAT
13505 NW 88TH PL
ALACHUA, FL 32615

03067-060-031
KIRBY KEVIN L & STACY L
14342 NW 159TH LN
ALACHUA, FL 32615

03067-061-066
MYLEK DENNIS JAMES & EDITH
14348 NW 161ST AVE
ALACHUA, FL 32615

03067-062-072
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03605-001-003
GATEWAY BANK OF CENTRAL FLORI
1632 E SILVER SPRINGS BLVD
OCALA, FL 34470

03067-002-001
LEWIS F ALLEN & DIANE R
PO BOX 1421
ALACHUA, FL 32616-1421

03080-001-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03552-001-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALA FL INC
PO BOX 814
ALACHUA, FL 32616-0814

03583-000-000
OM NAMAH SHIVAAY LLC
5144 SW 82ND TER
GAINESVILLE, FL 32608

03531-032-000
JACOB REBECCA
14325 NW 156TH PL
ALACHUA, FL 32615-8254

03531-030-000
HERRING TIMOTHY R
4631 SW ATHENA DR
PORT ST LUCIE, FL 34953-5548

03067-062-086
WILLIAMS RAYMOND A & SHARON J
16293 NW 143RD WAY
ALACHUA, FL 32615

03067-061-060
WILLIAMS HUBERT RAY & GANEANE M
14291 NW 161ST AVE
ALACHUA, FL 32615

03067-062-070
AKRIDGE MICHAEL D & SHATEKA
14365 NW 162ND PL
ALACHUA, FL 32615

03553-000-000
BROOKS JOHNNIE MAE HEIRS
4930 SW 87TH PL
LAKE BUTLER, FL 32054-5966

03547-000-000
CALHOUN & CALHOUN
PO BOX 545
ALACHUA, FL 32616-0545

03067-062-091
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03552-000-000
WALKER SHARRICKA HUNT
14327 NW 155TH PL
ALACHUA, FL 32616

03067-062-088
DEJESUS BERMAN
614 SW 70TH TER APT D
GAINESVILLE, FL 32607

03067-061-055
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-601-004
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-060-032
CANNEGIETER LEROY R & TANYA
14362 NW 159TH LN
ALACHUA, FL 32615

03067-061-067
LEVY SETH G & MONIQUE DE SOUZA BARBOSA
14368 NW 161ST AVE
ALACHUA, FL 32615

03869-003-000
HITCHCOCK & SONS INC
29220 NW 122ND ST
ALACHUA, FL 32615

03067-061-054
MATHIS STANLEY P & ANTOINETTE L
14384 NW 160TH AVE
ALACHUA, FL 32615

03531-012-000
LINING KATINA A
14321 NW 157TH PL
ALACHUA, FL 32615-8740

03067-062-073
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-083
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-105
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-058
COBTY MAJIB & MARIE N
14325 NW 161ST AVE
ALACHUA, FL 32615

03531-008-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03531-014-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03585-001-000
XPANDING INDUSTRIES INC
PO BOX 383
ALACHUA, FL 32616

03067-062-101
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-104
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-004-001
HANCOCK JOSEPH A & CRYSTAL M
14309 NW 159TH PL
ALACHUA, FL 32615

03531-006-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03531-015-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03081-001-000
SMITH H E
18125 NW 42ND PL
OPA LOCKA, FL 33055-3311

03067-061-064
SANDERS BRYAN & AMANDA
14308 NW 161ST AVE
ALACHUA, FL 32615

03067-000-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-006-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03531-010-000
EDWARDS VELMA D
PO BOX 314
ALACHUA, FL 32616-0314

03067-062-103
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-049
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03531-035-000
WHITE JOHN R & TRENITA A
PO BOX 1246
ALACHUA, FL 32616-1246

03605-003-000
GATEWAY BANK OF CENTRAL FLORI
1632 EAST SILVER SPRINGS BLVD
OCALA, FL 34470

03067-062-098
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03584-001-000
M & R INVESTMENTS OF NORTH FL
11 SE 2ND AVE
GAINESVILLE, FL 32601

03548-000-000
SESCO DAVID L
PO BOX 372
LACROSSE, FL 32658

03531-049-000
SRI JAGANNATH CHAITANYA SANGH
2441 NW 43RD ST UNIT 24-A
GAINESVILLE, FL 32606

03531-009-000
MCCLAIN ERICA S
14324 NW 157TH PL
ALACHUA, FL 32615

03067-600-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-060-033
COOK DAVID P JR
14392 NW 159TH LN
ALACHUA, FL 32615

03067-062-095
AMA GAINESVILLE INVESTMENTS THREE LLC
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-052
GIRALDO & MARTINEZ H/W
14344 NW 160TH LN
ALACHUA, FL 32615

03067-062-102
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03542-001-000
WISE LULA M
820 WEST 3RD ST
ST AUGUSTINE, FL 32084

03067-061-059
THOMAS CURTIS L & CANDACE M
14305 NW 161ST AVE
ALACHUA, FL 32615

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03531-029-000
SOUTH ERNEST WAYNE & JUSTINE
2611 ROCK SPRINGS RD
KINGSPORT, TN 37664-5635

03067-601-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-061-037
TAOPO EDWIN & MIDNITTE
14327 NW 160TH LANE
ALACHUA, FL 32615

03081-003-000
CALHOUN JOHNNY B & MARIE
PO BOX 434
ALACHUA, FL 32616

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03067-062-071
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03554-000-000
BRIANT WILLIAM L & JHONA L
14329 NW 186TH AVE
ALACHUA, FL 32615

03546-000-000
LEWIS & LEWIS TRUSTEES
26260 US HIGHWAY 129
BRANFORD, FL 32008

03081-000-000
BAKER & LUNDY
242 BAYBERRY DR
LAKE PARK, FL 33403

03067-004-000
CRUSADERS FOR CHRIST CHURCH
PO BOX 1087
ALACHUA, FL 32616-1087

03542-001-001
GREENE BEVERLY
110 NW 39TH AVE APT 9
GAINESVILLE, FL 32609

03531-007-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03067-062-106
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-004-002
CURTIS NATRON
PO BOX 1087
ALACHUA, FL 32616

03067-061-065
HEWITT THOMAS C
14328 NW 161ST AVE
ALACHUA, FL 32615

03531-034-000
KIMBALL JOHN H
13504 NW 56TH AVE
GAINESVILLE, FL 32653

03551-000-000
HUNT-WALKER SHARRICKA DAWNDREY
PO BOX 545
ALACHUA, FL 32616-0545

03531-033-000
THOMAS LOUISE
PO BOX 1172
ALACHUA, FL 32616-1172

03067-061-056
BROWN WYNDELL A & LATOSHA L
14365 NW 161ST AVE
ALACHUA, FL 32615

03067-062-069
YOUNG RAMONE R
14385 NW 162ND PL
ALACHUA, FL 32615

03550-000-000
SOLOMON JANIE HEIRS
PO BOX 234
MICANOPY, FL 32667

03067-060-002
FOX & ROBERTS
14369 NW 159TH PL
ALACHUA, FL 32615

03067-061-038
MENDOZA & VALDES W/H
14307 NW 160TH LN
ALACHUA, FL 32615

03067-061-057
NGUYEN TONY M & TOMOKO S
14345 NW 161ST AVE
ALACHUA, FL 32615

03531-046-000
DANIELS EVELYN R
PO BOX 584
ALACHUA, FL 32616-0584

03605-001-010
WARRING & WARRING 2 LLC
7106 NW 18TH AVE
GAINESVILLE, FL 32605

03583-001-000
OM NAMAH SHIVAAY LLC
5144 SW 82ND TER
GAINESVILLE, FL 32608

03544-000-000
GARRISON LULA MAE
PO BOX 901
ALACHUA, FL 32616-0901

03531-026-000
LEWIS DIANE R
PO BOX 1421
ALACHUA, FL 32616

03067-062-096
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-093
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-060-003
MCGINNIS-BROWN RUBY D
14349 NW 159TH PL
ALACHUA, FL 32615

03549-001-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALACHUA INC
PO BOX 814
ALACHUA, FL 32616

03067-062-100
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

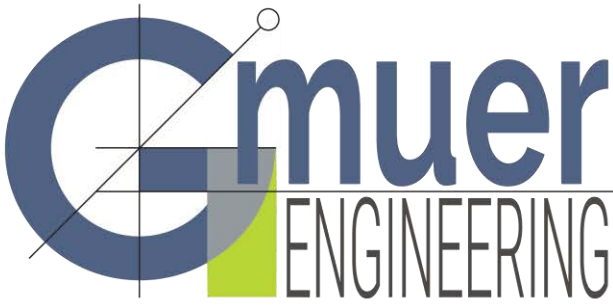
03081-002-000
KIRKLAND MARY L
1275 NE 136TH TER #1
NORTH MIAMI, FL 33161

03067-062-087
ODUM RONNIE & LEEANNE J
14282 NW 163RD PL
ALACHUA, FL 32615

03067-061-068
FLYNN & JANSON
14388 NW 161ST AVE
ALACHUA, FL 32615

03067-061-050
BUONSIGNORE MICHAEL W & MAMI
14304 NW 160TH LN
ALACHUA, FL 32615

03067-060-001
WARD & WARD
14389 NW 159TH PL
ALACHUA, FL 32615



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

Neighborhood Meeting

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000, and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL.

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

Contact: Forrest Eddleton, (352) 593-3159, Gmuer Engineering, LLC

Gmuer Engineering will be holding a workshop to discuss the site plan revision described above.

Per the City of Alachua Land Development Regulations, the properties are zoned RSF-3 (residential single-family 3). The RSF-3 district is established as a district in which the principal use of land is single-family residential development at a moderate density in areas served by water and sewer systems. The regulations of this district are intended to discourage any use that would substantially interfere with the development of single-family dwellings and that would be detrimental to the quiet residential nature of the district. Complementary uses customarily found in residential zone districts, such as community facilities, religious institutions, parks and playgrounds, and schools, are also allowed. The minimum lot area is 10,000 square feet and the maximum density allowed is three dwelling units an acre.

The purpose of the workshop is to inform neighboring property owners about the nature of the proposal and to seek comments. We look forward to seeing you there.

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3067-6

NW 142nd Ter

NW 165th

NW 163rd Pl

NW 143rd Way

ALACRUA REALTY

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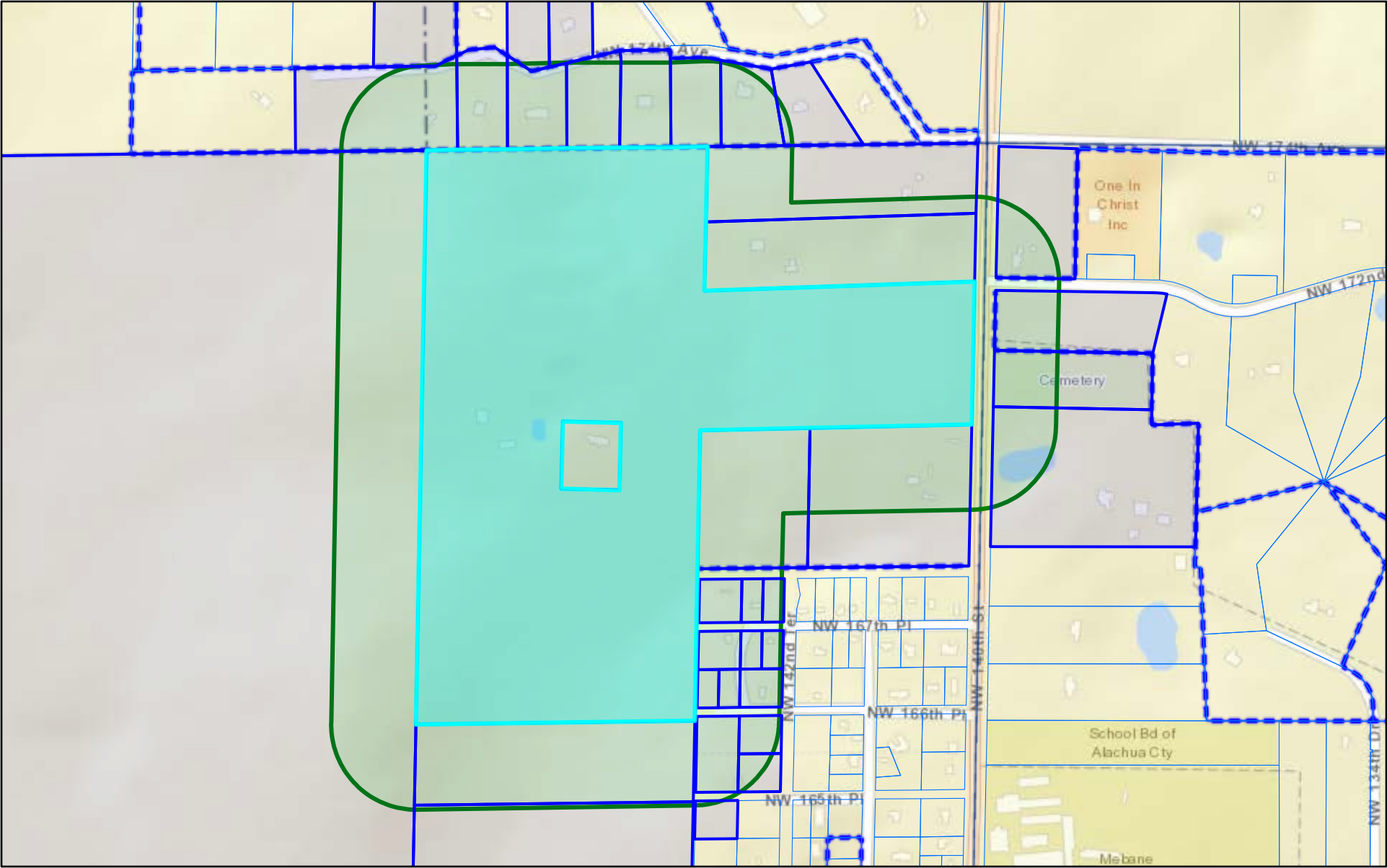
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Parcels

County of Alachua, Esri, HERE, Garmin, INCREMENT P, NOAA, USGS | ACPA |

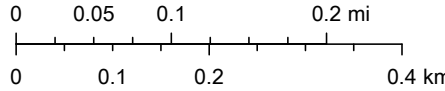
Tara Forest East Revision Public Notice - 400 ft Buffer (Parcel 2)



8/29/2019, 5:08:53 PM

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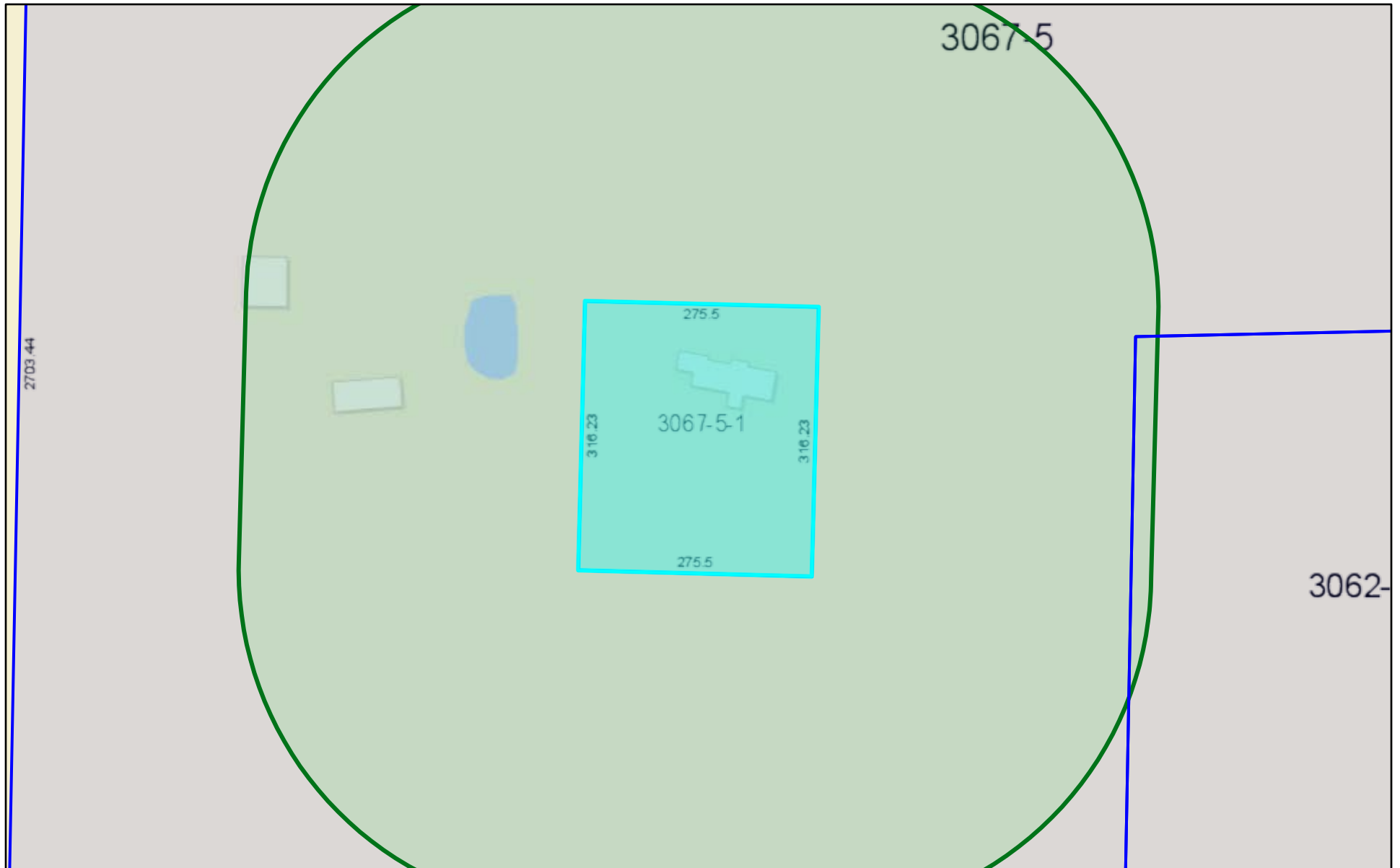
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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

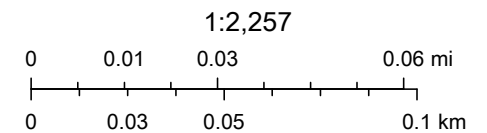
County of Alachua, Esri, HERE, Garmin, INCREMENT P, NG, USGS | ACPA |

Tara Forest East Revision Public Notice - 400 ft Buffer (Parcel 3))



8/29/2019, 5:11:43 PM

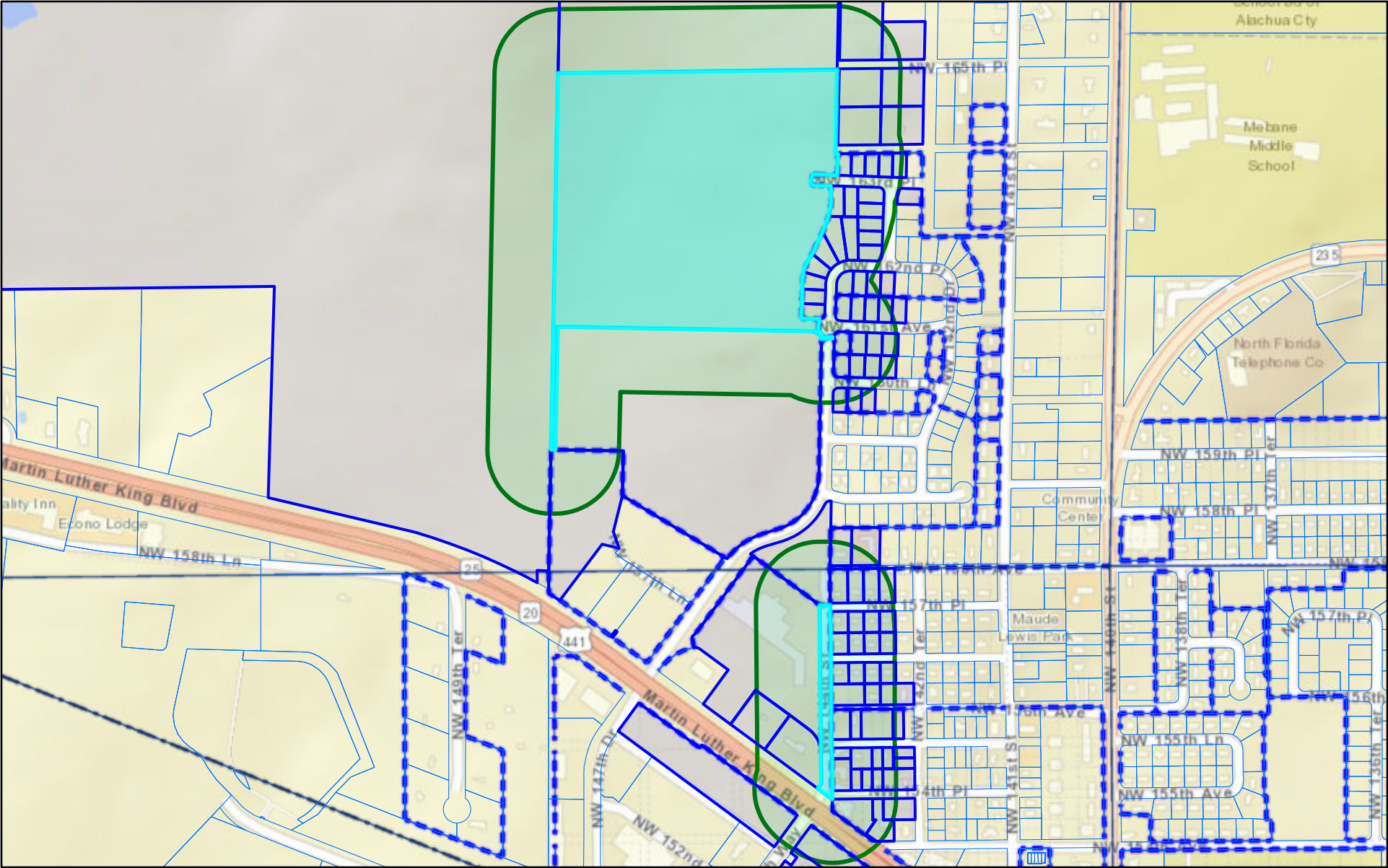
 Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

County of Alachua, Esri, HERE, Garmin, INCREMENT P, NGA, USGS | ACPA |

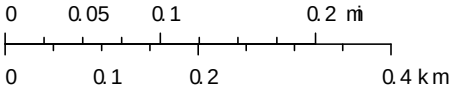
TFE Revision Public Notice - 400ft Buffer Parcel 4



9/3/2019, 4:54:57 PM

Parcels

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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

County of Alachua, Esri, HERE, Garmin, INCREMENT P, NGI, USGS, ACRA
Insert Author Name Here



STATE OF FLORIDA
COUNTY OF ALACHUA

Published Daily and Sunday
Gainesville, Florida

Before the undersigned authority personally appeared Kim Kanemoto who on oath says that she is an Advertising Account Executive of THE GAINESVILLE SUN, a daily newspaper published in Gainesville in Alachua County, Florida (with circulation in Alachua, Bradford, Columbia, Dixie, Gilchrist, Levy, Union, Counties), that the attached copy of advertisement, being a Public Notice relating to the matter of

GF-GH049444

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000 and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL.

The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615.

Contact: Forrest Eddleton

Phone: (352) 593-3159 - Gmuer Engineering, LLC

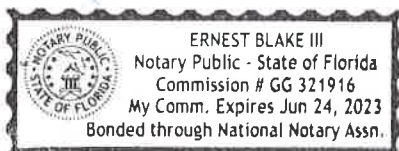
was published in said newspaper in the issues of Saturday, September 07, 2019.

Affiant further says that THE GAINESVILLE SUN is a newspaper published at Gainesville, in said Alachua County, Florida and that the said newspaper has heretofore been continuously published in said Alachua County, each day, and has been entered as second class mail matter at the post office in Gainesville, in said Alachua County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount for publication in said newspaper.

Sworn to and subscribed before me this 9th day of September A.D. 2019.

Notary Public

Witness



US tells pregnant migrant woman to wait in Mexico

By Nomaan Merchant and Verónica G. Cárdenas
The Associated Press

MATAMOROS, Mexico — Eight-and-a-half-months pregnant and experiencing contractions, a Salvadoran woman who had crossed the Rio Grande and was apprehended by the Border Patrol was forced to go back to Mexico.

Agents took her to the hospital, where doctors gave her medication to stop the contractions. And then, according to the woman and her lawyer, she was almost immediately sent back to Mexico.

There, she joined the more than 38,000 people forced to wait across the border for immigration court hearings under a rapidly expanding Trump administration policy. And her plight highlights the health risks and perils presented by the "Remain in Mexico" program.

The woman was waiting Thursday with her 3-year-old daughter in a makeshift tent camp in Matamoros, Mexico, next to an international bridge, due to give birth any day, said her attorney, Jodi Goodwin.

"She's concerned about having the baby in the street or having to have the baby in a shelter," Goodwin said.

Pregnant women face special hazards in



In this Aug. 30 photo, migrants, many who were returned to Mexico under the Trump administration's "Remain in Mexico" program, wait in line to get a meal in an encampment near the Gateway International Bridge in Matamoros. (VERONICA G. CARDENAS/THE ASSOCIATED PRESS)

Mexico because places where migrants wait to enter the U.S. often don't have access to regular meals, clean water, and medical care.

Many shelters at the Mexico border are at or above capacity already, and some families have been sleeping in tents or on blankets in the blistering summer heat. Reports have abounded of migrants being attacked or kidnapped in Mexican border cities, especially in Tamaulipas state across from South Texas, where the Salvadoran mother is waiting for a November court date.

The Associated Press is not identifying the woman from El Salvador

because she fears for her safety.

The U.S. government does not automatically exempt pregnant women from the "Remain in Mexico" program. U.S. Customs and Border Protection declined to comment on the woman's case.

The program — officially called the Migrant Protection Protocols — was instituted by the U.S. and Mexico as a way of deterring migrants from crossing the border to seek asylum. Mexico has cooperated with the expansion of the program at the behest of President Donald Trump, who threatened crippling tariffs in June if Mexico did not do more to stop

migrants.

The U.S. Department of Homeland Security has said people in "vulnerable populations" may be exempt from being sent to Mexico. But pregnant women are not necessarily considered "vulnerable" by CBP, a subsidiary of the department.

"In some cases, pregnancy may not be observable or disclosed, and may not in and of itself disqualify an individual from being amenable for the program," CBP said in a statement. "Agents and officers would consider pregnancy, when other associated factors exist, to determine amenability for the program."

Mexico declares success in slowing migrant flow

By Maria Verza and Christopher Sherman
The Associated Press

MEXICO CITY — Under threat of crippling U.S. tariffs, Mexico said Friday it had reduced the flow of migrants arriving at its northern border by 56% in three months.

Foreign Secretary Marcelo Ebrard said he believes Mexico's strategy of cracking down on illegal migration with a National Guard deployment, investment in Central America and allowing the U.S. to make more asylum seekers wait in Mexico is enough to avert President Donald Trump's threat to impose tariffs on all Mexican imports.

Ebrard is scheduled to meet with U.S. officials Tuesday at the White House to review the progress.

"We're showing that the strategy that Mexico put forward has been successful," Ebrard said. "I don't expect a tariff threat Tuesday because it wouldn't make sense."

Using U.S. Customs and Border Protection data, Ebrard said the number of migrants apprehended at the U.S.-Mexico border in August was 63,989, down from 144,266 in May. Ebrard's numbers include those who presented themselves at U.S. ports of entry and were deemed inadmissible.

Mexico has reinforced

security on its porous southern border and set up checkpoints on highways leading north, deploying 21,000 police and troops across the nation. Ebrard said there had been seven formal complaints of human rights violations involving the National Guard, a relatively low number which he saw as another sign of success.

The enforcement has been paired with an incipient economic development plan. Mexico has agreed with Honduras and El Salvador to expand a tree-planting program that aims to keep farmers on their land through direct payments and provide them with income-generating fruit and timber trees.

Mexico has committed \$60 million to that program and another to create job opportunities for youth.

Some 4,300 Central American migrants have been working in Mexico's version of that program in the south, Ebrard said.

Mexican President Andres Manuel López Obrador, a leftist who took office Dec. 1 promising better treatment of migrants, instead has embraced the fight against migrant smuggling.

In recent weeks, he has seldom mentioned the U.S. pressure and depicts the crackdown on migrants as a struggle to defend Mexican laws.

Trump challenges California's action on emission standards

By Tom Krisher and Ellen Knickmeyer
The Associated Press

DETROIT — The Trump administration on Friday launched an all-out assault on California over mileage rules, opening an anti-trust investigation and telling state officials that they appear to be violating federal law in a deal with four automakers setting tougher automotive emission standards.

The outcome of the emissions fight will make or break an effort by President Donald Trump to relax Obama-era mileage standards nationwide. California's congressionally granted authority to set its own, tougher emissions standards under the 1970 Clean Air Act has long prodded automakers to adopt more fuel-efficient passenger vehicles.

Ford and Honda confirmed receiving a letter from the U.S. Justice Department informing them of an antitrust inquiry into a July deal with California, in which the two automakers along with Volkswagen and BMW agreed to stricter emissions standards than preferred by Trump. The Department of Transportation and the Environmental Protection Agency sent a letter to California saying the deal appears to violate the Clean Air Act and other laws.

"Congress has squarely vested the authority to set fuel economy standards for new motor vehicles, and nationwide standards for GHG (greenhouse gas) vehicle emissions, with the federal government, not with California or any other state," the agencies wrote in a letter dated Friday to the California Air Resources Board, which oversees auto emissions in the state.

California has emerged as a leader of state-level efforts to block Trump



In this April 18 file photo, a sign for the Department of Justice hangs in the press briefing room at the Justice Department, in Washington. (PATRICK SEMANSKY/ASSOCIATED PRESS FILE PHOTO)

administration moves weakening environmental protections. As part of those efforts, dozens of lawsuits have been filed challenging administration rollbacks.

Trump long has made clear he wants to end California's clout in setting mileage standards. Gov. Gavin Newsom remained defiant in the face of Friday's administration actions.

"The Trump administration has been attempting and failing to bully car companies for months now," Newsom said in a statement. "We remain undeterred. California stands up to bullies and will keep fighting for stronger clean car protections that protect the health and safety of our children and families."

Ford spokesman T.R. Reid confirmed Friday that the company received the Justice Department letter on the antitrust issue and said the company is cooperating. He would not disclose which

other automakers may have gotten the letter, but Honda confirmed that it also had received it.

The July deal bypassed the Trump administration's plan to freeze emissions and fuel economy standards adopted under the Obama administration at 2021 levels.

The four automakers agreed with the California Air Resources Board to reduce emissions by 3.7% per year starting with the 2022 model year, through 2026. That compares with 4.7% yearly reductions through 2025 under the Obama standards, according to California.

Emissions standards are closely linked with fuel economy requirements because vehicles pollute less if they burn fewer gallons of fuel.

The Justice Department gave no details of why it believed the deal could have violate federal law meant to prohibit anti-competitive behavior by companies. The EPA refused further comment.

Former Zimbabwe leader Robert Mugabe dies

By Farai Mutsaka and Christopher Torchia
The Associated Press

HARARE, Zimbabwe — Former Zimbabwean leader Robert Mugabe, an ex-guerrilla chief who took power when the African country shook off white minority rule and presided for decades while economic turmoil and human rights violations eroded its early promise, has died in Singapore. He was 95.

Mugabe enjoyed strong support from Zimbabwe's people soon after he became the first post-colonial leader of what had been British-controlled Rhodesia.

Often violent farm seizures from whites who owned huge tracts of land made him a hated figure in the West and a hero in Africa.

His successor, President Emmerson Mnangagwa, tweeted Friday that an "icon of liberation" had died. Mnangagwa, a long-time loyalist until Mugabe dismissed him from his Cabinet, named Mugabe as a national hero, Zimbabwe's highest posthumous honor.

He said the nation would observe an official mourning period for its late leader, "a great teacher and mentor" and "a remarkable statesman of our century." No date or other details were given.

Singapore's Foreign Ministry said it was working with Zimbabwe on arrangements to fly Mugabe's body



In this March 18, 2008, file photo, Zimbabwe President Robert Mugabe addresses party supporters at a rally in Gweru, about 155 miles south of Harare, Zimbabwe. (TSVANGIRAYI MUKWAZHI/ASSOCIATED PRESS FILE PHOTO)

home. In recent years, Mugabe sought medical treatment at Gleneagles Hospital in Singapore.

Presidential spokesman George Charamba told The Associated Press that Mugabe was readmitted to the hospital complaining of chest pains. His personal doctor, Dr. Jonathan Matenga, was flown to Singapore and with Mugabe when he died at 4:45 a.m. Friday, Charamba said.

Mugabe's popularity began to rise again after Mnangagwa failed to deliver on promises of economic recovery and

appeared to take an even harsher and more repressive stance against critics. Many began to publicly say they missed Mugabe.

Forced to resign amid pressure from the military, his party and the public in November 2017, Mugabe was defiant throughout his long life, railing against the West for what he called its neo-colonialist attitude and urging Africans to take control of their resources — a populist message that was often a hit, even as many nations on the continent shed the strongman model and moved toward democracy.

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a preliminary plat and a Special Exception for a proposed subdivision resulting in roughly 211 residential single-family lots with townhouse dwellings. The site is located generally NW of NW 147th Drive and NW 161st Ave., Alachua, FL on TP#03067-006-000. The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615. Contact: Forrest Eddleton Phone: (352) 593-3159 - Gmuier Engineering, LLC

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000 and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL. The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615. Contact: Forrest Eddleton Phone: (352) 593-3159 - Gmuier Engineering, LLC

NOTICE OF RESCHEDULED HEARING

The tentative hearing adopting a millage rate and budget on September 3, 2019 for the Levy County Board of County Commissioners is being rescheduled due to Hurricane Dorian.

A rescheduled tentative budget hearing will be held on:

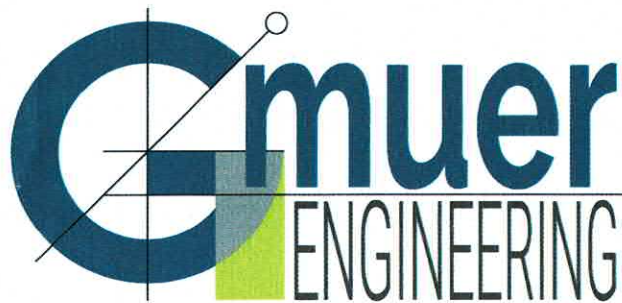
September 10, 2019

5:01 P.M. at

Levy County Courthouse,

County Commission Room

355 S Court Street, Bronson, FL 32621



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

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Meeting Sign-in Sheet

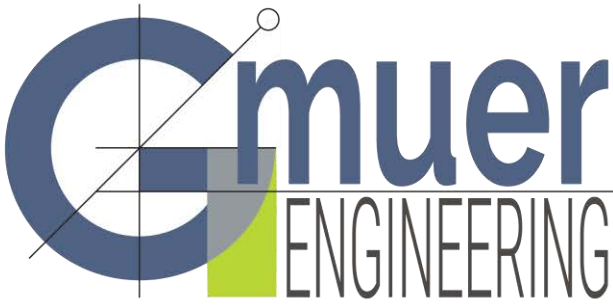
Re: Tara Forest East and Tara Baywood – Neighborhood Workshop

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

NAME	Email	Phone
Dennis Mylek	DSMYLEK@Pachell.Nor	603-748-0537
SILVIA MONKHARA NANCE	SILVIA@NanceLanEstate.com	(352) 870-8772
SAYED MONKHARA	SAYED@MONKHARA.COM	(352) 278-5317
Gayle Fabiano	noe.buddee@yahoo.com	
LaTosha Brown	latoshamiles@yahoo.com	706-536-8299
Paul Flynn	paul.flynn82@yahoo.com	404-313-2529
Ryan Ward	ward.Ryan@yahoo.com	352-514-9898
Jean Calderwood	Jean.Calderwood@gmail.com	386-588-4309
Hugh Calderwood	Hugh.Calderwood@gmail.com	
MONIQUE LEVY	MONIQUE.SOUZA.26@GMAIL.COM	857-247-7132



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

Meeting Agenda and Notes

Re: Tara Forest East and Tara Baywood – Neighborhood Workshop

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

Agenda

- Explanation of the development proposal and application
- Explanation of the character and nature of the process for review
- Comments and questions and discussion of potential conflicts

Meeting Notes:

Several questions asking about the general layout and location of the stormwater facilities, how they will look like, and the design requirements. The questions were address by:

- Referred to the conceptual plans and indicated all locations of the proposed stormwater facilities
- Described the stormwater facilities as normally dry ponds that would fill during storm events and slowly discharge a portion of the water downstream and infiltrate the remainder of the water into the soils
- Stormwater permitting was described to be completed with the SRWMD and the City of Alachua and that the design would be completed up front for all phases of the development. The Design Storm is the 100Yr-240Hr event which is similar to two large storms back to back such as two tropical storms resulting in 18 inches of rain.

Two participants expressed they were happy to see townhomes becoming an option in the local housing market

General concerns over the increase in residents and associated traffic were expressed

- We reviewed the road connections proposed with Phase 1 of Tara Forest East to CR241 and that a traffic study was completed with this application to be reviewed by the City and the traffic generation numbers were quoted from the report along with the current City of Alachua roadway capacity numbers of the affected segments.
- Participants were also directed to the City's Long Range Transportation Plan and the recent community discussions at Commission meetings

Meeting adjourned at 7:00pm

DRAFT

DRAFT
LAYOUT

TARA
BAYWOOD
SUBDIVISION

CLIENT :
TARA
BAYWOOD
SUBDIVISION

REVISION :
QUALITY CONTROL
C.A. GARDNER, P.E.

DATE :
10/01/2023
PROJECT # :
18-00033

FL CA # 19103
2803 NW 13th St, Box 314
Gainesville, FL 32609

ENGINEERING
C.A. GARDNER, P.E.

REVISIONS
20/06/2023 DRAFT BLOCK
20/06/2023 REVISION LAYOUT
20/06/2023 REVISION LAYOUT
20/06/2023 REVISION LAYOUT
20/06/2023 REVISION LAYOUT

REVISIONS
20/06/2023 DRAFT BLOCK
20/06/2023 REVISION LAYOUT
20/06/2023 REVISION LAYOUT
20/06/2023 REVISION LAYOUT
20/06/2023 REVISION LAYOUT

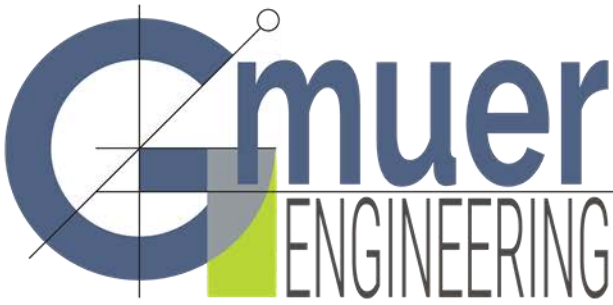
CONSTRUCTION :
BUDGETING

PRELIMINARY



0 300 600 Feet

elegant solutions | technology driven | civil engineering



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

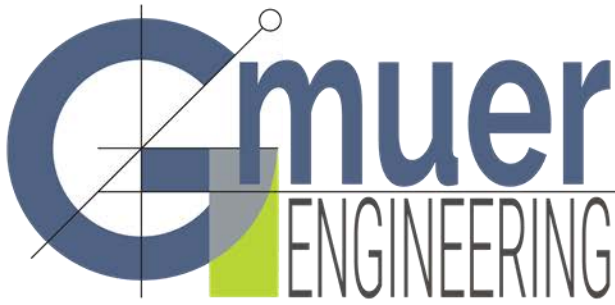
gmuereng.com

Tara Baywood Legal Descriptions

Parcel 03067-006-000

A PORTION OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF BAYWOOD PHASE 1C, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 17 AND 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE N.89°56'50"E., ALONG THE SOUTH BOUNDARY OF SAID BAYWOOD PHASE 1C, A DISTANCE OF 85.50 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S.04°52'19"W., A DISTANCE OF 60.27 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3823, PAGE 513 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) CALLS: N.89°54'58"W. A DISTANCE OF 280.91 FEET; THENCE N.01°44'31"W., A DISTANCE OF 4.97 FEET; THENCE N.89°55'41"W., A DISTANCE OF 421.90 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 03°47'06" AND A CHORD BEARING AND DISTANCE OF N.88°15'26"W., 7.60 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 7.60 FEET TO THE END OF SAID CURVE; THENCE N.89°54'28"W., A DISTANCE OF 499.80 FEET TO A POINT ON THE EAST BOUNDARY OF A 30 FOOT NON-EXCLUSIVE ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3819, PAGE 825 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3823, PAGE 513, ALONG THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT AND THE SOUTHERLY PROJECTION THEREOF, S.00°04'34"W., A DISTANCE OF 576.90 FEET TO A POINT ON THE NORTH BOUNDARY OF BAYWOOD CENTRE AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY PROJECTION OF THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT, ALONG THE NORTH BOUNDARY OF SAID BAYWOOD CENTRE, S.89°57'21"W., A DISTANCE OF 29.75 FEET TO A POINT ON THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10; THENCE DEPARTING THE NORTH BOUNDARY OF SAID



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BAYWOOD CENTRE, ALONG SAID WEST BOUNDARY, N.00°04'30"E., A DISTANCE OF 1786.13 FEET TO THE N.W. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2082, PAGE 2132 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10, ALONG THE NORTH BOUNDARY OF SAID LANDS, S.89°26'48"E., A DISTANCE OF 1324.74 FEET TO THE N.E. CORNER OF SAID LANDS AND A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE ALONG SAID EAST BOUNDARY, S.00°01'22"W., A DISTANCE OF 351.01 FEET TO THE N.W. CORNER OF LOT 2, BLOCK 15, OF ALACHUA REALTY CO.S' ADDITION TO THE CITY OF ALACHUA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 'A', PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 15 OF SAID ALACHUA REALTY CO.S' ADDITION TO THE CITY OF ALACHUA, N.88°22'19"E., A DISTANCE OF 9.89 FEET TO THE N.W. CORNER OF AFOREMENTIONED BAYWOOD PHASE 1C; THENCE ALONG THE WESTERLY BOUNDARY OF SAID BAYWOOD PHASE 1C, THE FOLLOWING TEN (10) COURSES: S.00°03'52"W., A DISTANCE OF 115.81 FEET; THENCE N.89°55'23"W., A DISTANCE OF 87.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 05°55'28" AND A CHORD BEARING AND DISTANCE OF N.87°00'29"W., 28.42 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 28.44 FEET TO THE END OF SAID CURVE; THENCE S.08°59'15"W., A DISTANCE OF 50.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°18'13" AND A CHORD BEARING AND DISTANCE OF S.86°50'30"E., 35.74 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 35.76 FEET TO THE END OF SAID CURVE; THENCE S.89°55'23"E., A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1012.50 FEET, A CENTRAL ANGLE OF 18°41'51" AND A CHORD BEARING AND DISTANCE OF S.17°43'23"W., 328.95 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 330.41 FEET TO THE END OF SAID CURVE; THENCE S.27°12'36"W., A DISTANCE OF 60.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 154.50 FEET, A CENTRAL ANGLE OF 27°04'06" AND A CHORD BEARING AND DISTANCE OF S.13°38'50"W., 72.31 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 72.99 FEET TO THE END OF SAID CURVE; THENCE S.00°04'10"W., A DISTANCE OF 189.27 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 35.26 ACRES, MORE OR LESS.

2005 JUL 14 04:36 PM BK 3168 PG 1293

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK10 Receipt#244022
Doc Stamp-Deed: 25,235.00

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

Parcel ID Number: 03067-006-000

Warranty Deed

This Indenture, Made this 12th day of July, 2005 A.D., Between
441 Properties of Alachua, Ltd., a Florida limited partnership

of the County of Alachua, State of Florida, grantor, and
Alachua Development Co., LLC, a Florida limited liability company
whose Federal Tax I.D. Number is 51-0543569 and whose Document Number
issued by the State of Florida is L05000047244
whose address is: 16469 Bridlewood Circle, Delray Beach, FL 33445

of the County of Palm Beach, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Alachua State of Florida to wit:
See Exhibit "A" attached hereto.

SUBJECT TO THE FOLLOWING:

- A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
- B. Restrictions and matters appearing on the plat and/or common to the subdivision;
- C. Taxes for the year 2005 and subsequent years.

THE REASON FOR INSERTING THE FEDERAL TAX IDENTIFICATION NUMBER AND THE DOCUMENT NUMBER ISSUED BY THE STATE OF FLORIDA IS TO AVOID CONFUSION BETWEEN THE NAME OF THE GRANTEE NAMED HEREIN WITH ANY OTHER LIMITED LIABILITY COMPANY OF THE SAME OR SIMILAR NAME.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence:

441 Properties of Alachua, Ltd., a
Florida limited partnership

By: 441 Management, Inc., a Florida
corporation, GENERAL PARTNER

Mariene Pendergast
Printed Name: Mariene Pendergast
Witness

By: James W. Shaw, President (Seal)
P.O. Address: P.O. Box 1990, Alachua, FL 32616

Darryl J. Tompkins
Printed Name: DARRYL J. TOMPKINS
Witness



STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 12th day of July, 2005 by
James W. Shaw, President of 441 Management, Inc., a Florida corporation
and a general partner of 441 Properties of Alachua, Ltd., a Florida
limited partnership, on behalf of the corporation and the partnership
he is personally known to me or he has produced his Florida driver's license as identification.



Mariene Pendergast
My Commission DD248314
Expires September 09 2007

Mariene Pendergast
Printed Name: Mariene Pendergast
Notary Public
My Commission Expires:

EXHIBIT A

PARCEL I:

A TRACT OF LAND SITUATED IN SECTIONS 10 AND 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF REFERENCE AND RUN S.89°25'30"W., ALONG THE NORTH LINE OF SAID SECTION 15 AND ALONG THE NORTH LINE OF HITCHCOCK'S ADDITION TO THE CITY OF ALACHUA AS RECORDED IN PLAT BOOK "F", PAGE 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1320.00 FEET TO THE NORTHWEST CORNER OF LOT 10 OF SAID HITCHCOCK'S ADDITION AND THE TRUE POINT OF BEGINNING; THENCE RUN S.00°36'00"E., ALONG THE WEST LINE OF SAID HITCHCOCK'S ADDITION AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 1080.60 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441 (A.K.A. STATE ROAD NO. 20 AND 25); THENCE RUN NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 84.84 FEET MORE OR LESS TO A BOUNDARY CORNER OF THE CERTAIN TOTAL TRACT OF LAND AS DESCRIBED IN THREE PARCELS WITHIN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 1735, PAGES 1740 THROUGH 1743 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TOTAL TRACT OF LAND BEING HEREINAFTER REFERRED TO AS PARCEL "A"; THENCE RUN NORTHERLY, WESTERLY, AND SOUTHERLY, ALONG THE BOUNDARY LINES OF SAID PARCEL "A" WITH THE FOLLOWING SIX (6) COURSES: N.36°15'17"E., 29.82 FEET; N.00°36'00"W., 837.57 FEET; N.53°44'43"W., 395.00 FEET; S.36°15'17"W., 445.15 FEET; S.43°58'53"W., 32.06 FEET; S.11°15'41"E., 51.00 FEET TO A NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 2002, PAGE 111 OF SAID PUBLIC RECORDS, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS PARCEL "B"; THENCE RUN SOUTHWESTERLY, ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL "B" WITH A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 264.50 FEET, THROUGH AN ARC ANGLE OF 42°29'02", AN ARC DISTANCE OF 196.12 FEET TO THE END OF SAID CURVE; THENCE RUN S.36°15'17"W., ALONG SAID WESTERLY BOUNDARY LINE OF PARCEL "B", A DISTANCE OF 10.00 FEET TO THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441; THENCE RUN N.53°47'36"W., ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 327.25 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 2932.77 FEET; THENCE RUN NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND WITH SAID CURVE THROUGH AN ARC ANGLE OF 05°56'26", AN ARC DISTANCE OF 304.08 FEET (CHORD BEARING AND DISTANCE OF N.56°23'07"W., 303.94 FEET RESPECTIVELY) TO THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE RUN N.01°00'53"E., ALONG SAID WEST LINE, A DISTANCE OF 100.65 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 15; THENCE RUN N.01°00'53"E., ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, A DISTANCE OF 2360.55 FEET; THENCE RUN S.88°30'19"E., A DISTANCE OF 1324.77 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 10; THENCE RUN S.01°01'05"W., ALONG SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 2311.39 FEET TO THE TRUE POINT OF BEGINNING.

ALSO: PARCEL II

BLOCKS 15, 16, 17, 20, 21, 22, 23 AND ALSO LOTS 1 AND 2 OF BLOCK 26 AND ALSO LOTS 1 AND 2 OF BLOCK 27 ALL OF ALACHUA REALTY COMPANY'S ADDITION TO ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS: ALL OF CENTURY OAKS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "U" PAGE 59, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ALSO LESS: PARCEL NO. 5 OF "CENTURY OAKS" AS RECORDED IN OFFICIAL RECORDS BOOK 2203, PAGE 503 AND PARCEL NO. 8 OF "CENTURY OAKS" AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 591, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

INSTRUMENT # 2152178

2 PGS



2018 Roll Details — Real Estate Account At Unassigned Location RE

Print this page

Real Estate Account #03067 006 000

Parcel details

Latest bill

View/Print full bill history

Pay All: \$219.59

2019	2018	2017	2016	...	2002
\$219.59 due	PAID	PAID	PAID		PAID

Apply for the 2020 Installment Payment Plan

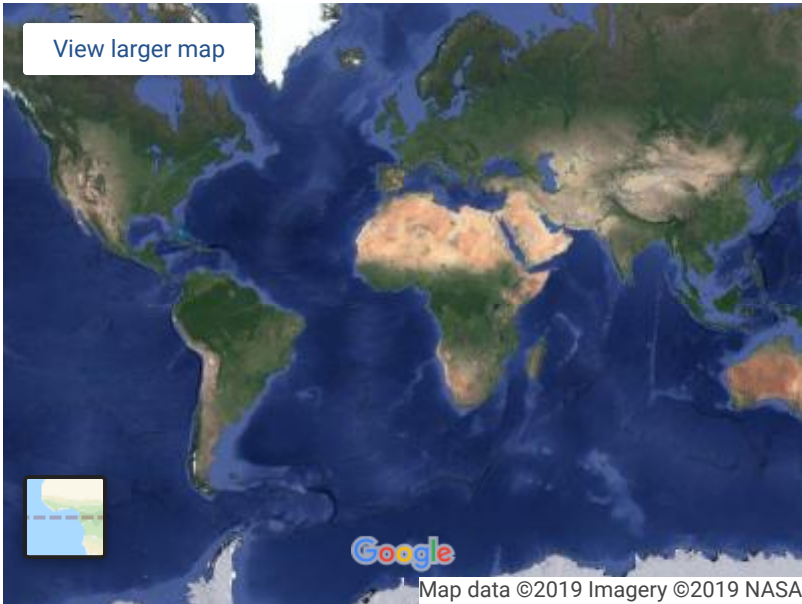
Get Bills by Email

PAID 2018-12-05 \$216.60
Effective 2018-11-30
Receipt #18-0048027

Owner: ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445
Situs: Unassigned Location RE

Account number: 03067 006 000
Alternate Key: 1011618
Millage code: 1700
Millage rate: 22.5620

Assessed value: 10,000
School assessed value: 10,000
Unimproved land value: 10,000



Location is not guaranteed to be accurate.

Property Appraiser

2018 Annual bill

View

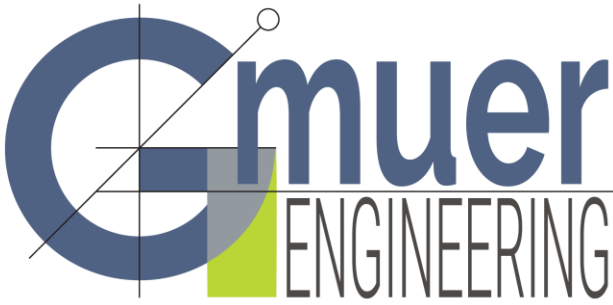
Ad valorem: \$225.62
Non-ad valorem: \$0.00
Total Discountable: 225.62
No Discount NAVA: 0.00
Total tax: \$225.62

Legal description

COM NE COR SEC 15-8-18 W 1320 FT POB S 1080.60 FT NWLY ALG R/W 84.84 FT M/L N 36 DEG E 29.82 FT N 837.57 FT N 53 DEG W 395 FT S 36 DEG W 445.15 FT S 43 DEG W 32.06 FT S 11 DEG E 51 FT SWLY ALG CURVE 196.12 FT S 36 DEG W 10 FT N 53 DEG W 327.25 FT NWLY ALG CURVE 304.08 FT N 100.65 FT TO THE NW COR OF N NE1/4 SEC 15 N 2360.55 FT E 1324.77 FT S 2311.39 FT POB ALSO BKS 15 16 17 20 21 22 & 23 LOTS 1 & 2 OF BK 26 LOTS 1 & 2 BK 27 ALACHUA REALTY CO ADDN TO ALACHUA PB A-100 (LESS PARCEL K/A CENTURY OAKS UNREC'D S/D LOT 5 PER OR 2203/0503) (LESS PARCEL K/A CENTURY OAKS UNREC'D S/D LOT 8 PER OR 2205/0591) LESS CENTURY OAKS S/D PB U-59)(LESS BAYWOOD PH 1-A PER PB 28 PG 10) (LESS Location

Book, page, item: 3168-1293-
Geo number: 10-08-18-03067006000
Range: 18
Township: 08
Section: 10
Neighborhood: 233200.50
Use code: 05500
Total acres: 32.400





2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

Neighborhood Meeting

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000, and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL.

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

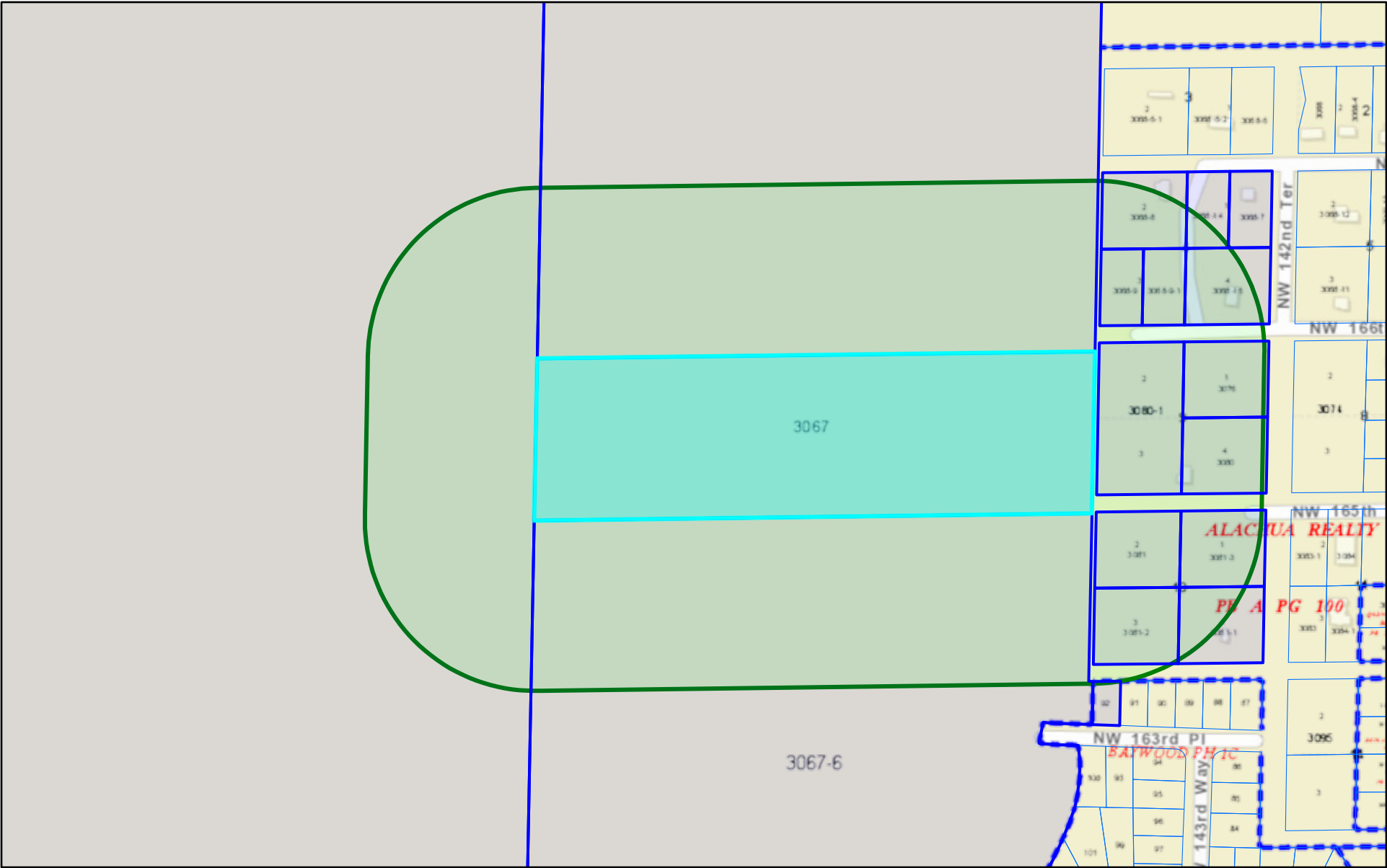
Contact: Forrest Eddleton, (352) 593-3159, Gmuer Engineering, LLC

Gmuer Engineering will be holding a workshop to discuss the site plan revision described above.

Per the City of Alachua Land Development Regulations, the properties are zoned RSF-3 (residential single-family 3). The RSF-3 district is established as a district in which the principal use of land is single-family residential development at a moderate density in areas served by water and sewer systems. The regulations of this district are intended to discourage any use that would substantially interfere with the development of single-family dwellings and that would be detrimental to the quiet residential nature of the district. Complementary uses customarily found in residential zone districts, such as community facilities, religious institutions, parks and playgrounds, and schools, are also allowed. The minimum lot area is 10,000 square feet and the maximum density allowed is three dwelling units an acre.

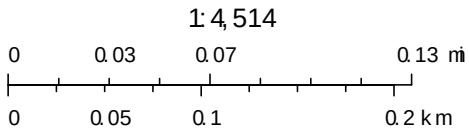
The purpose of the workshop is to inform neighboring property owners about the nature of the proposal and to seek comments. We look forward to seeing you there.

Tara Forest East Revision Public Notice - 400ft Buffer



8/29/2019, 5:06:36 PM

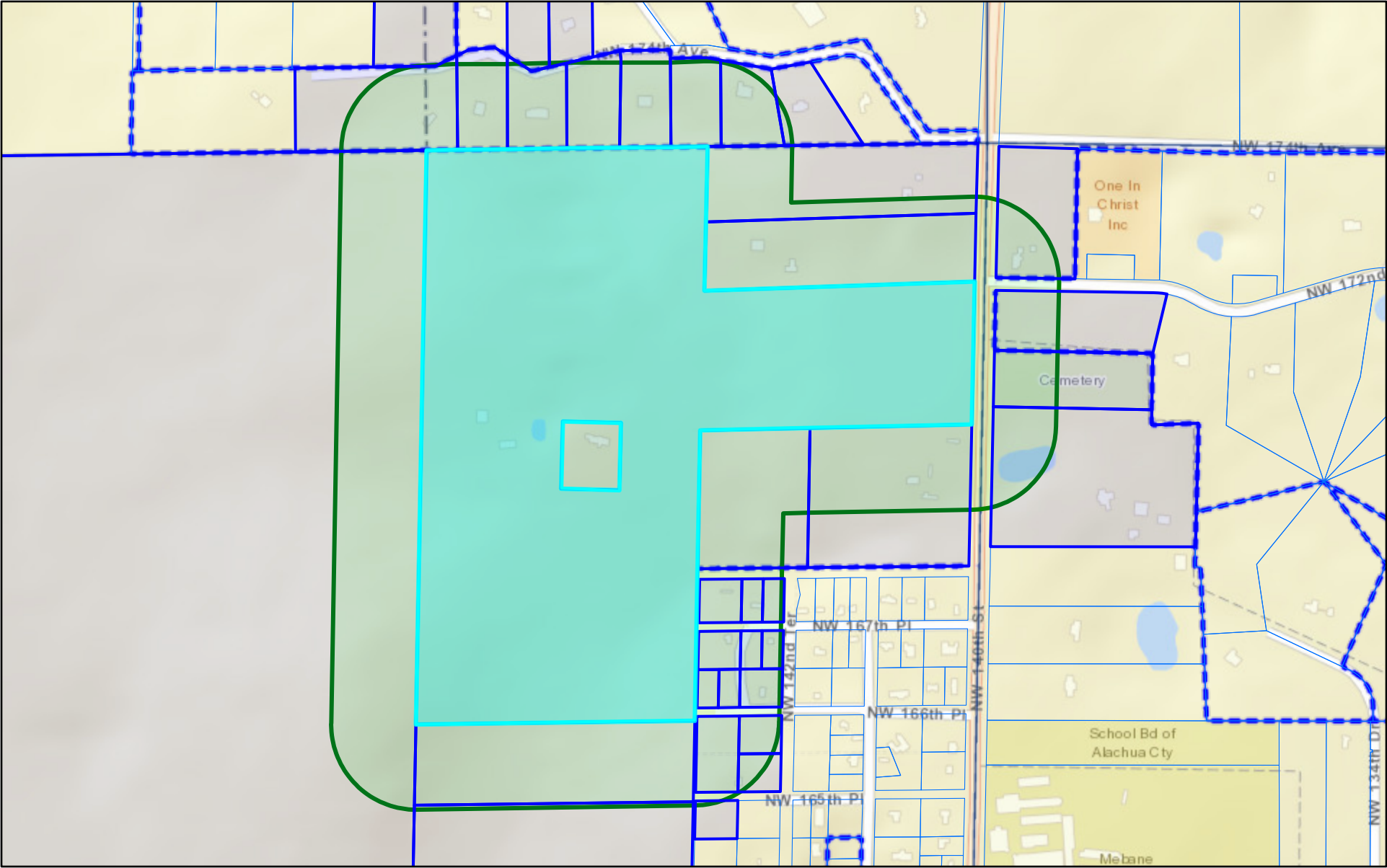
Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Insert Author Name Here
County of Alachua, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, ACPA

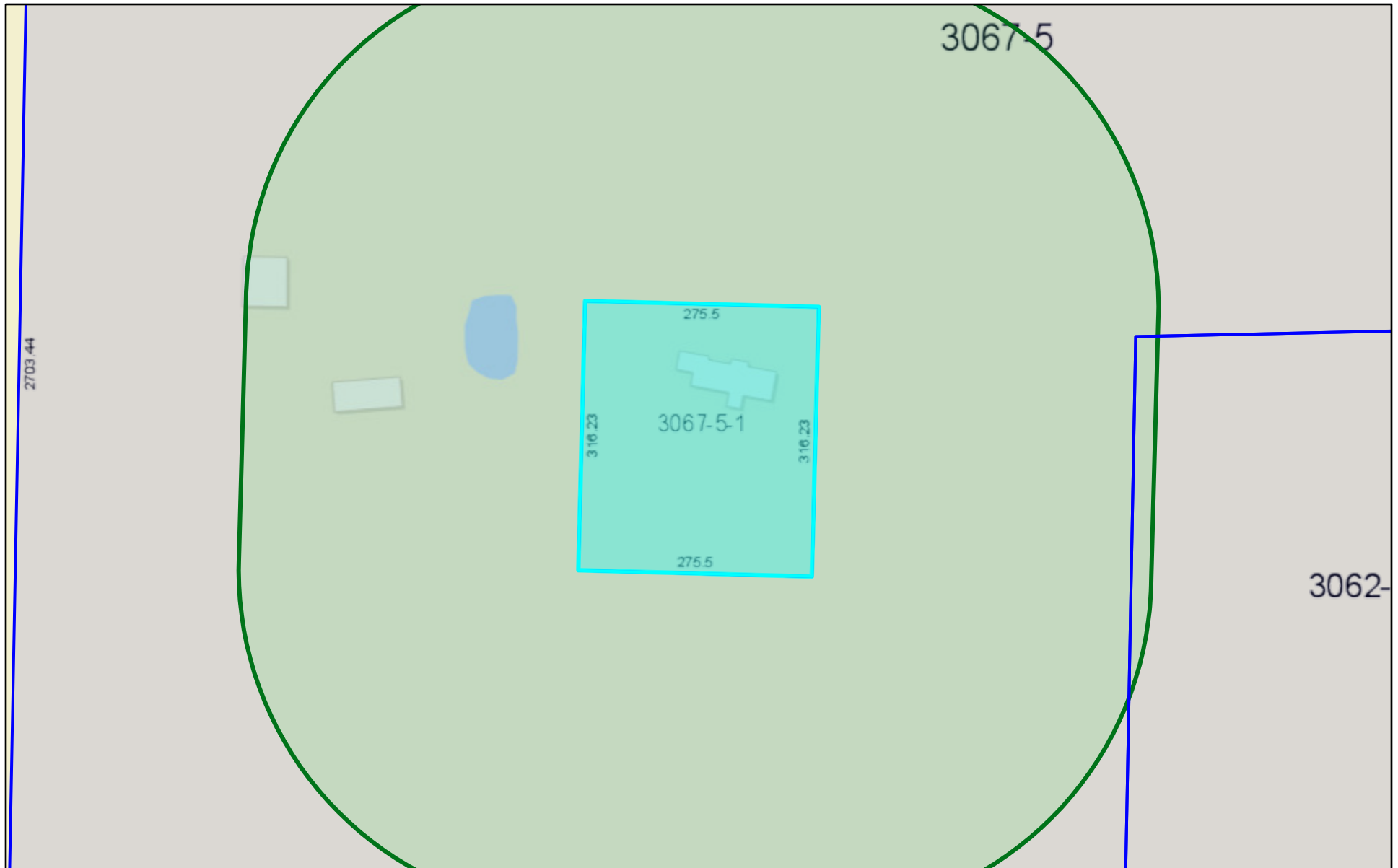
Tara Forest East Revision Public Notice - 400 ft Buffer (Parcel 2)



8/29/2019, 5:08:53 PM

 Parcels

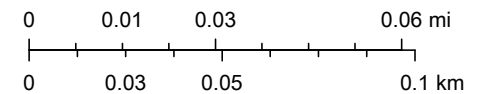
Tara Forest East Revision Public Notice - 400 ft Buffer (Parcel 3))



8/29/2019, 5:11:43 PM

Parcels

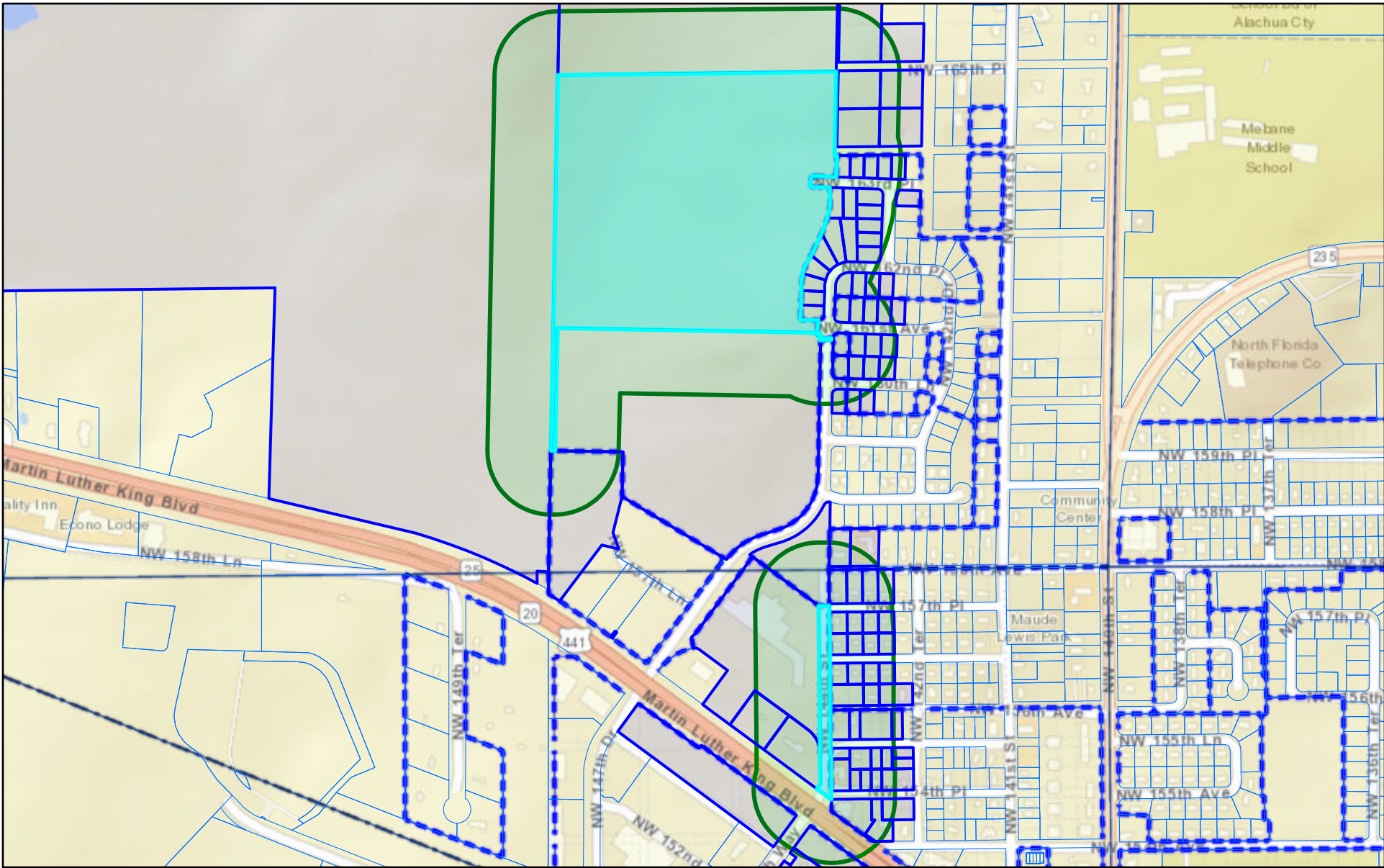
1:2,257



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

County of Alachua, Esri, HERE, Garmin, INCREMENT P, NGA, USGS | ACPA |

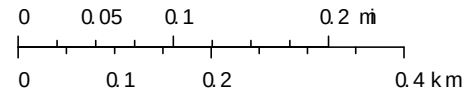
TFE Revision Public Notice - 400ft Buffer Parcel 4



9/3/2019, 4:54:57 PM

Parcels

1: 9,028



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

County of Alachua, Esri, HERE, Garmin, INCREMENT P, NOAA, USGS | ACPA |



STATE OF FLORIDA
COUNTY OF ALACHUA

Published Daily and Sunday
Gainesville, Florida

Before the undersigned authority personally appeared Kim Kanemoto who on oath says that she is an Advertising Account Executive of THE GAINESVILLE SUN, a daily newspaper published in Gainesville in Alachua County, Florida (with circulation in Alachua, Bradford, Columbia, Dixie, Gilchrist, Levy, Union, Counties), that the attached copy of advertisement, being a Public Notice relating to the matter of

GF-GH049444

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000 and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL.

The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615.

Contact: Forrest Eddleton

Phone: (352) 593-3159 - Gmuer Engineering, LLC

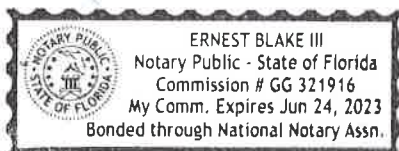
was published in said newspaper in the issues of Saturday, September 07, 2019.

Affiant further says that THE GAINESVILLE SUN is a newspaper published at Gainesville, in said Alachua County, Florida and that the said newspaper has heretofore been continuously published in said Alachua County, each day, and has been entered as second class mail matter at the post office in Gainesville, in said Alachua County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount for publication in said newspaper.

Sworn to and subscribed before me this 9th day of September A.D. 2019.

Notary Public

Witness



US tells pregnant migrant woman to wait in Mexico

By Nomaan Merchant and Verónica G. Cárdenas
The Associated Press

MATAMOROS, Mexico — Eight-and-a-half-months pregnant and experiencing contractions, a Salvadoran woman who had crossed the Rio Grande and was apprehended by the Border Patrol was forced to go back to Mexico.

Agents took her to the hospital, where doctors gave her medication to stop the contractions. And then, according to the woman and her lawyer, she was almost immediately sent back to Mexico.

There, she joined the more than 38,000 people forced to wait across the border for immigration court hearings under a rapidly expanding Trump administration policy. And her plight highlights the health risks and perils presented by the "Remain in Mexico" program.

The woman was waiting Thursday with her 3-year-old daughter in a makeshift tent camp in Matamoros, Mexico, next to an international bridge, due to give birth any day, said her attorney, Jodi Goodwin.

"She's concerned about having the baby in the street or having to have the baby in a shelter," Goodwin said.

Pregnant women face special hazards in



In this Aug. 30 photo, migrants, many who were returned to Mexico under the Trump administration's "Remain in Mexico" program, wait in line to get a meal in an encampment near the Gateway International Bridge in Matamoros. (VERONICA G. CARDENAS/THE ASSOCIATED PRESS)

Mexico because places where migrants wait to enter the U.S. often don't have access to regular meals, clean water, and medical care.

Many shelters at the Mexico border are at or above capacity already, and some families have been sleeping in tents or on blankets in the blistering summer heat. Reports have abounded of migrants being attacked or kidnapped in Mexican border cities, especially in Tamaulipas state across from South Texas, where the Salvadoran mother is waiting for a November court date.

The Associated Press is not identifying the woman from El Salvador

because she fears for her safety.

The U.S. government does not automatically exempt pregnant women from the "Remain in Mexico" program. U.S. Customs and Border Protection declined to comment on the woman's case.

The program — officially called the Migrant Protection Protocols — was instituted by the U.S. and Mexico as a way of deterring migrants from crossing the border to seek asylum. Mexico has cooperated with the expansion of the program at the behest of President Donald Trump, who threatened crippling tariffs in June if Mexico did not do more to stop

migrants.

The U.S. Department of Homeland Security has said people in "vulnerable populations" may be exempt from being sent to Mexico. But pregnant women are not necessarily considered "vulnerable" by CBP, a subsidiary of the department.

"In some cases, pregnancy may not be observable or disclosed, and may not in and of itself disqualify an individual from being amenable for the program," CBP said in a statement. "Agents and officers would consider pregnancy, when other associated factors exist, to determine amenability for the program."

Mexico declares success in slowing migrant flow

By Maria Verza and Christopher Sherman
The Associated Press

MEXICO CITY — Under threat of crippling U.S. tariffs, Mexico said Friday it had reduced the flow of migrants arriving at its northern border by 56% in three months.

Foreign Secretary Marcelo Ebrard said he believes Mexico's strategy of cracking down on illegal migration with a National Guard deployment, investment in Central America and allowing the U.S. to make more asylum seekers wait in Mexico is enough to avert President Donald Trump's threat to impose tariffs on all Mexican imports.

Ebrard is scheduled to meet with U.S. officials Tuesday at the White House to review the progress.

"We're showing that the strategy that Mexico put forward has been successful," Ebrard said. "I don't expect a tariff threat Tuesday because it wouldn't make sense."

Using U.S. Customs and Border Protection data, Ebrard said the number of migrants apprehended at the U.S.-Mexico border in August was 63,989, down from 144,266 in May. Ebrard's numbers include those who presented themselves at U.S. ports of entry and were deemed inadmissible. Mexico has reinforced

security on its porous southern border and set up checkpoints on highways leading north, deploying 21,000 police and troops across the nation. Ebrard said there had been seven formal complaints of human rights violations involving the National Guard, a relatively low number which he saw as another sign of success.

The enforcement has been paired with an incipient economic development plan. Mexico has agreed with Honduras and El Salvador to expand a tree-planting program that aims to keep farmers on their land through direct payments and provide them with income-generating fruit and timber trees.

Mexico has committed \$60 million to that program and another to create job opportunities for youth.

Some 4,300 Central American migrants are working in Mexico's version of that program in the south, Ebrard said.

Mexican President Andres Manuel López Obrador, a leftist who took office Dec. 1 promising better treatment of migrants, instead has embraced the fight against migrant smuggling.

In recent weeks, he has seldom mentioned the U.S. pressure and depicts the crackdown on migrants as a struggle to defend Mexican laws.

Trump challenges California's action on emission standards

By Tom Krisher and Ellen Knickmeyer
The Associated Press

DETROIT — The Trump administration on Friday launched an all-out assault on California over mileage rules, opening an anti-trust investigation and telling state officials that they appear to be violating federal law in a deal with four automakers setting tougher automotive emission standards.

The outcome of the emissions fight will make or break an effort by President Donald Trump to relax Obama-era mileage standards nationwide. California's congressionally granted authority to set its own, tougher emissions standards under the 1970 Clean Air Act has long prodded automakers to adopt more fuel-efficient passenger vehicles.

Ford and Honda confirmed receiving a letter from the U.S. Justice Department informing them of an antitrust inquiry into a July deal with California, in which the two automakers along with Volkswagen and BMW agreed to stricter emissions standards than preferred by Trump. The Department of Transportation and the Environmental Protection Agency sent a letter to California saying the deal appears to violate the Clean Air Act and other laws.

"Congress has squarely vested the authority to set fuel economy standards for new motor vehicles, and nationwide standards for GHG (greenhouse gas) vehicle emissions, with the federal government, not with California or any other state," the agencies wrote in a letter dated Friday to the California Air Resources Board, which oversees auto emissions in the state.

California has emerged as a leader of state-level efforts to block Trump



In this April 18 file photo, a sign for the Department of Justice hangs in the press briefing room at the Justice Department, in Washington. (PATRICK SEMANSKY/ASSOCIATED PRESS FILE PHOTO)

administration moves weakening environmental protections. As part of those efforts, dozens of lawsuits have been filed challenging administration rollbacks.

Trump long has made clear he wants to end California's clout in setting mileage standards. Gov. Gavin Newsom remained defiant in the face of Friday's administration actions.

"The Trump administration has been attempting and failing to bully car companies for months now," Newsom said in a statement. "We remain undeterred. California stands up to bullies and will keep fighting for stronger clean car protections that protect the health and safety of our children and families."

Ford spokesman T.R. Reid confirmed Friday that the company received the Justice Department letter on the antitrust issue and said the company is cooperating. He would not disclose which

other automakers may have gotten the letter, but Honda confirmed that it also had received it.

The July deal bypassed the Trump administration's plan to freeze emissions and fuel economy standards adopted under the Obama administration at 2021 levels.

The four automakers agreed with the California Air Resources Board to reduce emissions by 3.7% per year starting with the 2022 model year, through 2026. That compares with 4.7% yearly reductions through 2025 under the Obama standards, according to California.

Emissions standards are closely linked with fuel economy requirements because vehicles pollute less if they burn fewer gallons of fuel.

The Justice Department gave no details of why it believed the deal could have violate federal law meant to prohibit anti-competitive behavior by companies. The EPA refused further comment.

Former Zimbabwe leader Robert Mugabe dies

By Farai Mutsaka and Christopher Torchia
The Associated Press

HARARE, Zimbabwe — Former Zimbabwean leader Robert Mugabe, an ex-guerrilla chief who took power when the African country shook off white minority rule and presided for decades while economic turmoil and human rights violations eroded its early promise, has died in Singapore. He was 95.

Mugabe enjoyed strong support from Zimbabwe's people soon after he became the first post-colonial leader of what had been British-controlled Rhodesia.

Often violent farm seizures from whites who owned huge tracts of land made him a hated figure in the West and a hero in Africa.

His successor, President Emmerson Mnangagwa, tweeted Friday that an "icon of liberation" had died. Mnangagwa, a long-time loyalist until Mugabe dismissed him from his Cabinet, named Mugabe as a national hero, Zimbabwe's highest posthumous honor.

He said the nation would observe an official mourning period for its late leader, "a great teacher and mentor" and "a remarkable statesman of our century." No date or other details were given.

Singapore's Foreign Ministry said it was working with Zimbabwe on arrangements to fly Mugabe's body



In this March 18, 2008, file photo, Zimbabwe President Robert Mugabe addresses party supporters at a rally in Gweru, about 155 miles south of Harare, Zimbabwe. (TSVANGIRAYI MUKWAZHI/ASSOCIATED PRESS FILE PHOTO)

home. In recent years, Mugabe sought medical treatment at Gleneagles Hospital in Singapore.

Presidential spokesman George Charamba told The Associated Press that Mugabe was readmitted to the hospital complaining of chest pains. His personal doctor, Dr. Jonathan Matenga, was flown to Singapore and with Mugabe when he died at 4:45 a.m. Friday, Charamba said.

Mugabe's popularity began to rise again after Mnangagwa failed to deliver on promises of economic recovery and

appeared to take an even harsher and more repressive stance against critics. Many began to publicly say they missed Mugabe.

Forced to resign amid pressure from the military, his party and the public in November 2017, Mugabe was defiant throughout his long life, railing against the West for what he called its neo-colonialist attitude and urging Africans to take control of their resources — a populist message that was often a hit, even as many nations on the continent shed the strongman model and moved toward democracy.

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000 and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL. The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615. Contact: Forrest Eddleton
Phone: (352) 593-3159 - Gmuier Engineering, LLC

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a preliminary plat and a Special Exception for a proposed subdivision resulting in roughly 211 residential single-family lots with townhouse dwellings. The site is located generally NW of NW 147th Drive and NW 161st Ave., Alachua, FL on TP#03067-006-000. The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615. Contact: Forrest Eddleton
Phone: (352) 593-3159 - Gmuier Engineering, LLC

NOTICE OF RESCHEDULED HEARING

The tentative hearing adopting a millage rate and budget on September 3, 2019 for the Levy County Board of County Commissioners is being rescheduled due to Hurricane Dorian.

A rescheduled tentative budget hearing will be held on:

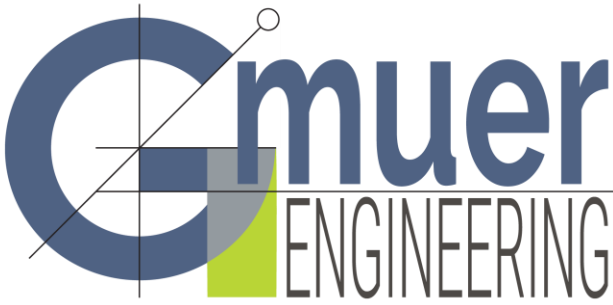
September 10, 2019

5:01 P.M. at

Levy County Courthouse,
County Commission Room

355 S Court Street, Bronson, FL 32621





2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

Meeting Agenda and Notes

Re: Tara Forest East and Tara Baywood – Neighborhood Workshop

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

Agenda

- Explanation of the development proposal and application
- Explanation of the character and nature of the process for review
- Comments and questions and discussion of potential conflicts

Meeting Notes:

Several questions asking about the general layout and location of the stormwater facilities, how they will look like, and the design requirements. The questions were address by:

- Referred to the conceptual plans and indicated all locations of the proposed stormwater facilities
- Described the stormwater facilities as normally dry ponds that would fill during storm events and slowly discharge a portion of the water downstream and infiltrate the remainder of the water into the soils
- Stormwater permitting was described to be completed with the SRWMD and the City of Alachua and that the design would be completed up front for all phases of the development. The Design Storm is the 100Yr-240Hr event which is similar to two large storms back to back such as two tropical storms resulting in 18 inches of rain.

Two participants expressed they were happy to see townhomes becoming an option in the local housing market

General concerns over the increase in residents and associated traffic were expressed

- We reviewed the road connections proposed with Phase 1 of Tara Forest East to CR241 and that a traffic study was completed with this application to be reviewed by the City and the traffic generation numbers were quoted from the report along with the current City of Alachua roadway capacity numbers of the affected segments.
- Participants were also directed to the City's Long Range Transportation Plan and the recent community discussions at Commission meetings

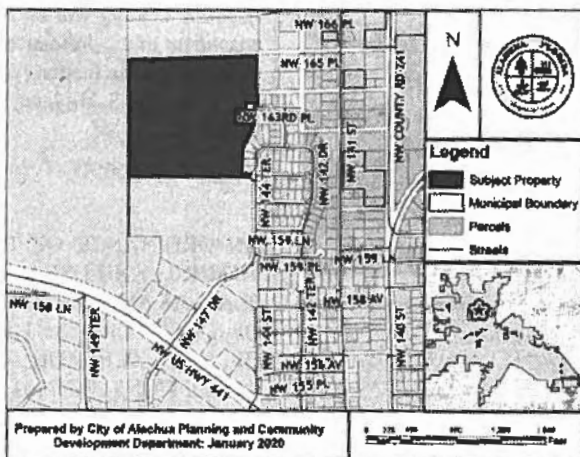
Meeting adjourned at 7:00pm



City of ALACHUA

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

Notice is hereby given that the Planning and Zoning Board of the City of Alachua will hold a public hearing on March 10, 2020, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Christopher Gmuer, P.E. of Gmuer Engineering, LLC., applicant and agent for Alachua Development Co, LLC, property owner, for consideration of a Special Exception Permit to allow townhouses in the Residential Single Family – 6 ("RSF-6") zoning district as part of the proposed Tara Baywood Preliminary Plat, located north of Lowe's Home Improvement and the Baywood subdivision. Tax Parcel Number 03067-006-000; Future Land Use Map (FLUM) Designation: Medium Density Residential; Zoning: Residential Single Family-6 ("RSF6").



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



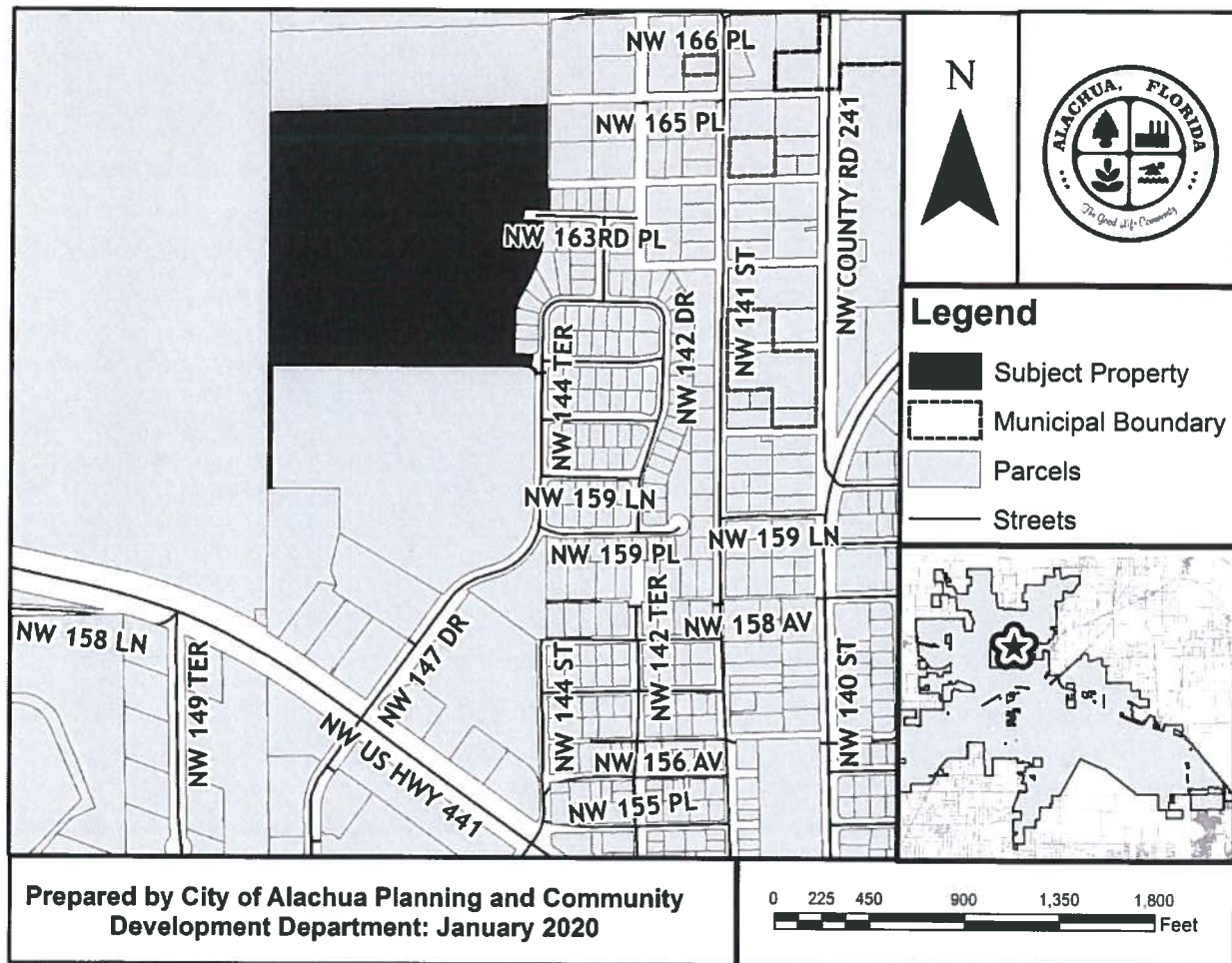
City of
ALACHUA

THE GOOD LIFE COMMUNITY

Mailed 2/24/2020
KC

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

Notice is hereby given that the Planning and Zoning Board of the City of Alachua will hold a public hearing on March 10, 2020, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Christopher Gmuer, P.E. of Gmuer Engineering, LLC., applicant and agent for Alachua Development Co, LLC, property owner, for consideration of a Special Exception Permit to allow townhouses in the Residential Single Family – 6 (“RSF-6”) zoning district as part of the proposed Tara Baywood Preliminary Plat, located north of Lowe’s Home Improvement and the Baywood subdivision. Tax Parcel Number 03067-006-000; Future Land Use Map (FLUM) Designation: Medium Density Residential; Zoning: Residential Single Family-6 (“RSF6”).



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



THE GOOD LIFE COMMUNITY

in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 101 at least 48 hours prior to the public hearing.

DAN RHINE
288 TURKEY CREEK
ALACHUA FL 32615

DAVID FOREST
23 TURKEY CREEK
ALACHUA FL 32615

PEGGY ARNOLD
410 TURKEY CREEK
ALACHUA FL 32615

MICHELE L. LIEBERMAN
ALACHUA COUNTY MANAGER
12 SE 1ST STREET
GAINESVILLE FL 32601

LINDA DIXON, AICP
ASSISTANT DIRECTOR PLANNING
PO BOX 115050
GAINESVILLE FL 32611

LYNN COULLIAS
7406 NW 126TH AVE
ALACHUA FL 32615

TOM GORMAN
9210 NW 59TH STREET
ALACHUA FL 32653

ANTOINETTE ENDELICATO
5562 NW 93RD AVENUE
GAINESVILLE FL 32653

CRAIG PARENTEAU
FL DEPT OF ENV PROTECTION
4801 CAMP RANCH ROAD
GAINESVILLE FL 32641

RICHARD GORMAN
5716 NW 93RD AVENUE
ALACHUA FL 32653

LYNDA COON
7216 NW 126 AVENUE
ALACHUA FL 32615

PRESIDENT, TCMOA
1000 TURKEY CREEK
ALACHUA FL 32615

CITY MANAGER, CITY OF ALACHUA
P.O. BOX 9
ALACHUA FL 32616

JEANNETTE HINSDALE
P.O. BOX 1156
ALACHUA FL 32616

Hugh & Jean Calderwood
PO Box 2307
Alachua, FL 32616

TAMARA ROBBINS
PO BOX 2317
ALACHUA FL 32616

BONNIE FLYNN
16801 NW 166TH DRIVE
ALACHUA, FL 32615

03076-000-000
SHARMA LATIKA
4870 DEER LAKE DR E STE 2318
JACKSONVILLE, FL 32246-6313

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03081-000-000
BAKER & LUNDY
242 BAYBERRY DR
LAKE PARK, FL 33403

03081-002-000
KIRKLAND MARY L
1275 NE 136TH TER #1
NORTH MIAMI, FL 33161

03068-015-000
MARK MARY
PO BOX 711
ALACHUA, FL 32616-0711

03068-008-000
COYLE & COYLE
14319 NW 167TH PL
ALACHUA, FL 32615

03067-062-092
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03081-003-000
CALHOUN JOHNNY B & MARIE
PO BOX 434
ALACHUA, FL 32616

03068-009-000
LUNDY GWENDOLYN
14000 NW 154TH AVE APT 21
ALACHUA, FL 32615

03067-000-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-062-091
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03068-007-000
RICHARDSON CARRIE
815 SE 19TH ST
GAINESVILLE, FL 32641

03080-000-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03081-001-000
SMITH H E
18125 NW 42ND PL
OPA LOCKA, FL 33055-3311

03068-009-001
TYSON DEVRON D
PO BOX 23
ALACHUA, FL 32616-0023

03068-014-000
RICHARDSON MATTIE HEIRS
815 SE 19TH ST
GAINESVILLE, FL 32641

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03080-001-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03067-006-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03013-010-003
BOOZER RUBY D TRUSTEE
PO BOX 1085
ALACHUA, FL 32616-1085

03013-020-016
MURTHA GARY J & MARY E
14528 NW 174TH AVE
ALACHUA, FL 32615-4856

03068-014-000
RICHARDSON MATTIE HEIRS
815 SE 19TH ST
GAINESVILLE, FL 32641

03127-020-002
KARAPHILLIS JOHN M & CYNTHIA A
13811 NW 172ND AVE
ALACHUA, FL 32615-4463

03080-001-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03013-010-006
KNISELEY GREGORY P & JOAN E
PO BOX 782
ALACHUA, FL 32616

03013-020-020
CORAL FARMS MCS LLC
PO BOX 482
FLORAHOME, FL 32140

03076-000-000
SHARMA LATIKA
4870 DEER LAKE DR E STE 2318
JACKSONVILLE, FL 32246-6313

03068-009-000
LUNDY GWENDOLYN
14000 NW 154TH AVE APT 21
ALACHUA, FL 32615

03013-010-002
KARRH MARGARET MCKNIGHT
14201 NW 174TH AVE
ALACHUA, FL 32615

03125-001-000
CEMETERY
17017 NW COUNTY ROAD 241
ALACHUA, FL 32615

03013-010-005
GAMAGE RICHARD F & CHERYL L
14495 NW 174TH AVE
ALACHUA, FL 32615

03068-008-000
COYLE & COYLE
14319 NW 167TH PL
ALACHUA, FL 32615

03062-001-000
JOHNS PATSY ANNETTE
PO BOX 1722
HIGH SPRINGS, FL 32655-1722

03080-000-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03067-005-001
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03013-010-009
LEWIS BRANDT A & NANCY A
14907 NW 174TH AVE
ALACHUA, FL 32615

03068-009-001
TYSON DEVRON D
PO BOX 23
ALACHUA, FL 32616-0023

03067-000-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03013-010-007
BAKER WILLIAM S & PAMELA A
14655 NW 174TH AVE
ALACHUA, FL 32615

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03062-000-000
ORTIZ & PETERSON-ORTIZ H/W
17304 NW 140TH ST
ALACHUA, FL 32616

03081-000-000
BAKER & LUNDY
242 BAYBERRY DR
LAKE PARK, FL 33403

03068-005-001
SMITH MARY LOUISE
14314 NW 167TH PL
ALACHUA, FL 32615-8696

03068-007-000
RICHARDSON CARRIE
815 SE 19TH ST
GAINESVILLE, FL 32641

03068-015-000
MARK MARY
PO BOX 711
ALACHUA, FL 32616-0711

03062-002-000
HAGAN MILDRED
16906 NW 140TH ST
ALACHUA, FL 32615-4411

03068-005-000
JONES HENRY JR & PHOEBE
PO BOX 956
ALACHUA, FL 32616-0956

03013-010-004
BOOZER RUBY D TRUSTEE
PO BOX 1085
ALACHUA, FL 32616-1085

03067-006-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03013-010-008
ESCOFFERY-LAWRENCE & LAWRENCE W/H
14745 NW 174TH AVE
ALACHUA, FL 32615-4856

03013-020-015
INNIS CHRIS & VERONIKA
14596 NW 174TH
ALACHUA, FL 32615-4881

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03127-000-000
EIB REUBEN J & DEBORAH S
17325 NW COUNTY RD 241
ALACHUA, FL 32615

03068-005-002
JONES HENRY
PO BOX 956
ALACHUA, FL 32616-0956

03062-003-000
RHOADS A K & DEBORAH
332 SE 2ND AVE
MELROSE, FL 32666-5441

03127-001-000
WD PROPERTIES FL LLC
1006 SE 4TH ST
GAINESVILLE, FL 32601

03062-001-000
JOHNS PATSY ANNETTE
PO BOX 1722
HIGH SPRINGS, FL 32655-1722

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-005-001
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-062-084
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-090
CRISWELL JOHNATHAN
14324 NW 163RD PL
ALACHUA, FL 32615

03067-001-001
CANVAS CHURCH FL INC
PO BOX 219
ALACHUA, FL 32616

03605-001-013
ALACHUA TOWNE CENTRE ASSOCIAT
13505 NW 88TH PL
ALACHUA, FL 32615

03067-062-099
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03531-011-000
ALBERT L NORA
PO BOX 1241
ALACHUA, FL 32616

03067-061-035
YOUNG MACK H & GEORGIA MAE
14367 NW 160TH LANE
ALACHUA, FL 32615

03067-001-003
STARMAX FDA LLC
961094 GATEWAY BLVD STE 200
AMELIA ISLAND, FL 32034

03080-000-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03605-001-006
PROGRESSIVE RESTAURANTS INC
602 S MAIN ST
GAINESVILLE, FL 32601

03067-061-053
FABIANO CHRISTOPHER & GAYLE CRUZ LIFE ESTATE
14364 NW 160TH LN
ALACHUA, FL 32615

03076-000-000
SHARMA LATIKA
4870 DEER LAKE DR E STE 2318
JACKSONVILLE, FL 32246-6313

03067-006-010
LOWES HOME CENTERS INC
1000 LOWES BOULEVARD TAX DEPT
MOORESVILLE, NC 28117

03067-062-082
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-097
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-001-004
AUTOZONE STORES LLC
123 SOUTH FRONT ST 3RD FLOOR
MEMPHIS, TN 38103

03548-001-000
WELCOME EVELYN
PO BOX 384
ALACHUA, FL 32616-0384

03531-013-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03067-061-063
LISTZWAN LORI JORDAN
14296 NW 161ST AVE
ALACHUA, FL 32615

03531-027-000
KANE D L TRUSTEE
13919 NW 145TH AVE
ALACHUA, FL 32615-6218

03067-062-085
COON-WHITE PRISCA S
5615 SW 215TH TER
NEWBERRY, FL 32669

03531-028-000
JACOB & LEGREE
14325 NW 156TH PL
ALACHUA, FL 32615-8254

03531-048-000
FORD JOYCE M
PO BOX 764
ALACHUA, FL 32616-0764

03067-060-034
TARROBAL JOEL CONRAD W & RIA C
14387 NW 160TH LN
ALACHUA, FL 32615

03067-062-094
AMA GAINESVILLE INVESTMENTS THREE LLC
7475 SW 70TH LN
GAINESVILLE, FL 32608

03531-031-000
JACOBS TERRI ANN
PO BOX 2383
ALACHUA, FL 32616

03549-000-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALACHUA INC
PO BOX 814
ALACHUA, FL 32616

03542-000-000
GREENE BEVERLY
110 NW 39TH AVE APT 9
GAINESVILLE, FL 32609

03067-061-051
WOODARD TERRI M
14324 NW 160TH LN
ALACHUA, FL 32615

03067-061-036
WILSON TANGELA M
14347 NW 160TH LN
ALACHUA, FL 32615

03067-062-089
SORRELL ALBERT L & PAMELA E
14304 NW 163RD PL
ALACHUA, FL 32615

03067-062-092
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03869-003-001
ALACHUA TOWNE CENTRE ASSOCIAT
13505 NW 88TH PL
ALACHUA, FL 32615

03067-060-031
KIRBY KEVIN L & STACY L
14342 NW 159TH LN
ALACHUA, FL 32615

03067-061-066
MYLEK DENNIS JAMES & EDITH
14348 NW 161ST AVE
ALACHUA, FL 32615

03067-062-072
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03605-001-003
GATEWAY BANK OF CENTRAL FLORI
1632 E SILVER SPRINGS BLVD
OCALA, FL 34470

03067-002-001
LEWIS F ALLEN & DIANE R
PO BOX 1421
ALACHUA, FL 32616-1421

03080-001-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03552-001-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALA FL INC
PO BOX 814
ALACHUA, FL 32616-0814

03583-000-000
OM NAMAH SHIVAAY LLC
5144 SW 82ND TER
GAINESVILLE, FL 32608

03531-032-000
JACOB REBECCA
14325 NW 156TH PL
ALACHUA, FL 32615-8254

03531-030-000
HERRING TIMOTHY R
4631 SW ATHENA DR
PORT ST LUCIE, FL 34953-5548

03067-062-086
WILLIAMS RAYMOND A & SHARON J
16293 NW 143RD WAY
ALACHUA, FL 32615

03067-061-060
WILLIAMS HUBERT RAY & GANEANE M
14291 NW 161ST AVE
ALACHUA, FL 32615

03067-062-070
AKRIDGE MICHAEL D & SHATEKA
14365 NW 162ND PL
ALACHUA, FL 32615

03553-000-000
BROOKS JOHNNIE MAE HEIRS
4930 SW 87TH PL
LAKE BUTLER, FL 32054-5966

03547-000-000
CALHOUN & CALHOUN
PO BOX 545
ALACHUA, FL 32616-0545

03067-062-091
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03552-000-000
WALKER SHARRICKA HUNT
14327 NW 155TH PL
ALACHUA, FL 32616

03067-062-088
DEJESUS BERMAN
614 SW 70TH TER APT D
GAINESVILLE, FL 32607

03067-061-055
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-601-004
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-060-032
CANNEGIETER LEROY R & TANYA
14362 NW 159TH LN
ALACHUA, FL 32615

03067-061-067
LEVY SETH G & MONIQUE DE SOUZA BARBOSA
14368 NW 161ST AVE
ALACHUA, FL 32615

03869-003-000
HITCHCOCK & SONS INC
29220 NW 122ND ST
ALACHUA, FL 32615

03067-061-054
MATHIS STANLEY P & ANTOINETTE L
14384 NW 160TH AVE
ALACHUA, FL 32615

03531-012-000
LINING KATINA A
14321 NW 157TH PL
ALACHUA, FL 32615-8740

03067-062-073
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-083
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-105
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-058
COBTY MAJIB & MARIE N
14325 NW 161ST AVE
ALACHUA, FL 32615

03531-008-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03531-014-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03585-001-000
XPANDING INDUSTRIES INC
PO BOX 383
ALACHUA, FL 32616

03067-062-101
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-104
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-004-001
HANCOCK JOSEPH A & CRYSTAL M
14309 NW 159TH PL
ALACHUA, FL 32615

03531-006-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03531-015-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03081-001-000
SMITH H E
18125 NW 42ND PL
OPA LOCKA, FL 33055-3311

03067-061-064
SANDERS BRYAN & AMANDA
14308 NW 161ST AVE
ALACHUA, FL 32615

03067-000-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-006-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03531-010-000
EDWARDS VELMA D
PO BOX 314
ALACHUA, FL 32616-0314

03067-062-103
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-049
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03531-035-000
WHITE JOHN R & TRENITA A
PO BOX 1246
ALACHUA, FL 32616-1246

03605-003-000
GATEWAY BANK OF CENTRAL FLORI
1632 EAST SILVER SPRINGS BLVD
OCALA, FL 34470

03067-062-098
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03584-001-000
M & R INVESTMENTS OF NORTH FL
11 SE 2ND AVE
GAINESVILLE, FL 32601

03548-000-000
SESCO DAVID L
PO BOX 372
LACROSSE, FL 32658

03531-049-000
SRI JAGANNATH CHAITANYA SANGH
2441 NW 43RD ST UNIT 24-A
GAINESVILLE, FL 32606

03531-009-000
MCCLAIN ERICA S
14324 NW 157TH PL
ALACHUA, FL 32615

03067-600-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-060-033
COOK DAVID P JR
14392 NW 159TH LN
ALACHUA, FL 32615

03067-062-095
AMA GAINESVILLE INVESTMENTS THREE LLC
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-052
GIRALDO & MARTINEZ H/W
14344 NW 160TH LN
ALACHUA, FL 32615

03067-062-102
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03542-001-000
WISE LULA M
820 WEST 3RD ST
ST AUGUSTINE, FL 32084

03067-061-059
THOMAS CURTIS L & CANDACE M
14305 NW 161ST AVE
ALACHUA, FL 32615

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03531-029-000
SOUTH ERNEST WAYNE & JUSTINE
2611 ROCK SPRINGS RD
KINGSPORT, TN 37664-5635

03067-601-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-061-037
TAOPO EDWIN & MIDNITTE
14327 NW 160TH LANE
ALACHUA, FL 32615

03081-003-000
CALHOUN JOHNNY B & MARIE
PO BOX 434
ALACHUA, FL 32616

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03067-062-071
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03554-000-000
BRIANT WILLIAM L & JHONA L
14329 NW 186TH AVE
ALACHUA, FL 32615

03546-000-000
LEWIS & LEWIS TRUSTEES
26260 US HIGHWAY 129
BRANFORD, FL 32008

03081-000-000
BAKER & LUNDY
242 BAYBERRY DR
LAKE PARK, FL 33403

03067-004-000
CRUSADERS FOR CHRIST CHURCH
PO BOX 1087
ALACHUA, FL 32616-1087

03542-001-001
GREENE BEVERLY
110 NW 39TH AVE APT 9
GAINESVILLE, FL 32609

03531-007-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03067-062-106
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-004-002
CURTIS NATRON
PO BOX 1087
ALACHUA, FL 32616

03067-061-065
HEWITT THOMAS C
14328 NW 161ST AVE
ALACHUA, FL 32615

03531-034-000
KIMBALL JOHN H
13504 NW 56TH AVE
GAINESVILLE, FL 32653

03551-000-000
HUNT-WALKER SHARRICKA DAWNDREY
PO BOX 545
ALACHUA, FL 32616-0545

03531-033-000
THOMAS LOUISE
PO BOX 1172
ALACHUA, FL 32616-1172

03067-061-056
BROWN WYNDELL A & LATOSHA L
14365 NW 161ST AVE
ALACHUA, FL 32615

03067-062-069
YOUNG RAMONE R
14385 NW 162ND PL
ALACHUA, FL 32615

03550-000-000
SOLOMON JANIE HEIRS
PO BOX 234
MICANOPY, FL 32667

03067-060-002
FOX & ROBERTS
14369 NW 159TH PL
ALACHUA, FL 32615

03067-061-038
MENDOZA & VALDES W/H
14307 NW 160TH LN
ALACHUA, FL 32615

03067-061-057
NGUYEN TONY M & TOMOKO S
14345 NW 161ST AVE
ALACHUA, FL 32615

03531-046-000
DANIELS EVELYN R
PO BOX 584
ALACHUA, FL 32616-0584

03605-001-010
WARRING & WARRING 2 LLC
7106 NW 18TH AVE
GAINESVILLE, FL 32605

03583-001-000
OM NAMAH SHIVAAY LLC
5144 SW 82ND TER
GAINESVILLE, FL 32608

03544-000-000
GARRISON LULA MAE
PO BOX 901
ALACHUA, FL 32616-0901

03531-026-000
LEWIS DIANE R
PO BOX 1421
ALACHUA, FL 32616

03067-062-096
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-093
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-060-003
MCGINNIS-BROWN RUBY D
14349 NW 159TH PL
ALACHUA, FL 32615

03549-001-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALACHUA INC
PO BOX 814
ALACHUA, FL 32616

03067-062-100
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03081-002-000
KIRKLAND MARY L
1275 NE 136TH TER #1
NORTH MIAMI, FL 33161

03067-062-087
ODUM RONNIE & LEEANNE J
14282 NW 163RD PL
ALACHUA, FL 32615

03067-061-068
FLYNN & JANSON
14388 NW 161ST AVE
ALACHUA, FL 32615

03067-061-050
BUONSIGNORE MICHAEL W & MAMI
14304 NW 160TH LN
ALACHUA, FL 32615

03067-060-001
WARD & WARD
14389 NW 159TH PL
ALACHUA, FL 32615

AFFIDAVIT FOR POSTED LAND USE SIGN

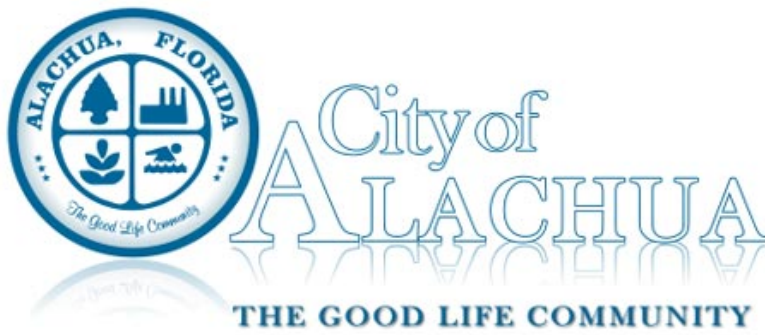
I Michael Gmuer, POSTED THE LAND USE
(Name)
SIGN ON 2-24-2020 FOR THE Tara Baywood Townhouse Special Exception
(Date) (State type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.


(Signature)

2 (Two)
(Number of signs)



Board/Committee Agenda Item

MEETING DATE: 3/10/2020

SUBJECT: Tara Baywood Preliminary Plat: A request by Christopher Gmuer, P.E., of Gmuer Engineering, Inc., applicant and agent for Alachua Development Co, LLC, property owner, for consideration of the Preliminary Plat for the Tara Baywood Subdivision, which proposes the subdivision of a ± 35.26 acre subject property into a total of 211 lots, with associated common areas and right-of-way. Tax Parcel Number 03067-006-000 (Quasi-Judicial Hearing).

PREPARED BY: Adam Hall, AICP

RECOMMENDED ACTION:

Staff recommends that the Planning and Zoning Board forward the Tara Baywood Preliminary Plat application to the City Commission with a recommendation to approve, subject to the five (5) conditions provided in Exhibit "A" and located on page 20 of the Staff Report.

Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and transmits the Preliminary Plat of Tara Baywood to the City Commission, with a recommendation to approve, subject to the five (5) conditions provided in Exhibit "A" and located on page 21 of the Staff Report.

Summary

This application is a request by Christopher Gmuer, P.E., of Gmuer Engineering, LLC., applicant and agent for Alachua Development Co, LLC., property owner, for consideration of the preliminary plat of Tara Baywood, which proposes the subdivision of the ± 35.26 acre subject property into a total of 211 lots, with associated right-of-way and common areas. The preliminary plat indicates the development will be constructed in 4 (four) phases, with the first phase consisting of 65 lots. The first phase is proposed to connect to an extension of NW 161st Ave, west of the intersection of NW 147th Drive. The application also proposes a secondary connection to NW 163rd Place. A separate, but related application (Tara Forest East preliminary plat) for 340 single family lots is proposed to be located north of the Tara Baywood property. The Tara Forest East preliminary plat application was heard before the Planning and Zoning Board on February 11, 2020; a public hearing before the City Commission is scheduled for March 9, 2020. Tara Forest East and Tara Baywood would interconnect in three locations. Tara Forest East includes a connection to CR 241 and a pedestrian access to NW 166th Place.

The subject property consists of Parcel Number 03067-006-006, and is located north of Lowe's Home Improvement, west of the existing Baywood subdivision, and south of the proposed Tara Forest East subdivision.

The proposed Tara Baywood subdivision would consist of townhouse lots approximately 2,000 square feet (0.05 acre) in size, with a majority of lots being 20' wide by 100' deep. The preliminary plat proposes a series of common areas along the northern and eastern property boundaries that are 15' wide. A 6' privacy fence is proposed to be installed and maintained along the northern and eastern property boundary.

Development within the proposed subdivision would connect to potable water and wastewater facilities. Stormwater for the

proposed development would be conveyed to and treated by two stormwater retention areas. 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. Because of the proximity and relatedness of the proposed Tara Forest East preliminary plat, supplemental impact analysis tables have been provided showing the impacts of both projects.

While no Level of Service standard will be degraded as a result of this application or the proposed Tara Forest East preliminary plat application, there are potential offsite impacts associated with traffic that have been specifically analyzed and reviewed as a part of this preliminary plat application. Based on the potential impacts, conditions related to traffic and transportation are proposed to mitigate any negative impacts that may occur in the future. These include future traffic studies to analyze the intersection of SR235 and US 441 as the development builds out. Additionally, the applicant will be required to coordinate with the Florida Department of Transportation to "optimize" the traffic signal at the intersection NW 147th Drive and US 441.

Section 2.4.10(G)(2) of the City's Land Development Regulations (LDRs) establishes the requirements for a preliminary plat. An analysis of the application's compliance with the applicable standards of this section has been provided within this report.

ATTACHMENTS:

Description

- ▢ Tara Baywood Preliminary Plat- Part 1
- ▢ Tara Baywood Preliminary Plat- Part 2
- ▢ Staff Report and Staff Supporting Materials
- ▢ Application and Supporting Materials- Part 1
- ▢ Application and Supporting Materials- Part 2
- ▢ Application and Supporting Materials- Part 3
- ▢ Neighborhood Workshop Materials
- ▢ Public Notice Materials for the 03/10/2020 PZB Hearing

TARA BAYWOOD

CITY OF ALACHUA TOWNHOUSE RESIDENTIAL SUBDIVISION PRELIMINARY PLAT

PROJECT INFORMATION

PROJECT NAME	TARA BAYWOOD TOWNHOUSE RESIDENTIAL SUBDIVISION
LOCATION	TP# 03067-006-000 GENERALLY NW OF NW 147TH TERR AND NW 161ST AVE ±35.26 ACRES
PROPERTY OWNER	TP# 03067-006-000 ALACHUA DEVELOPMENT CO, LLC 16469 BRIDLEWOOD CIRCLE DELRAY BEACH, FL 33445
CIVIL ENGINEER	CHRISTOPHER A. G穆ER, PE G穆ER ENGINEERING, LLC (352) 281-4928 - chris@gmuering.com 2603 NW 13th ST BOX 314 GAINESVILLE, FL 32609
SURVEYOR	TRAVIS P. BARRINEAU, PSM ALACHUA DEVELOPMENT CO, LLC 1309 S.E. 25TH LOOP, STE #103 OCALA, FL 34471 352-422-3133 travis@mbarrineau.com
LANDSCAPE ARCH / IRRIGATION DESIGN	ELISABETH MANLEY Manley Design, LLC (352) 363-7412 emanley@manleydesign.net 3462 NW 14th AVE GAINESVILLE, FL 32605
ZONING	TP# 03067-006-000 RSF-6
LAND USE	MEDIUM DENSITY RESIDENTIAL
PROPOSED USE	TOWNHOUSE
AREA OF PROJECT	±35.26 ACRES
MAX UNITS	211 UNITS (NONE PROPOSED WITH THIS APPLICATION)
LOT AREA	6,000 SF PER UNIT FOR FIRST 2 UNITS 2,000 SF PER UNIT FOR EACH ADDITIONAL UNIT
LOT WIDTH	MIN 40'
FRONT SETBACK	15'
SIDE SETBACK	5' FOR EACH BUILDING SIDE
REAR SETBACK	10'
MAX HEIGHT	65'
TOWNHOUSE HEIGHT	MAX 2-STORIES WHEN WITHIN 100' OF SINGLE-FAMILY RESIDENTIAL DISTRICT (RSF-1, RSF-3, RSF-4, AND RSF-6) AND EXISTING SINGLE-FAMILY ATTACHED DEVELOPMENT
TOWNHOUSE FACADE	BUILDING FACADES FACING SINGLE-FAMILY DISTRICTS OR SINGLE-FAMILY DETACHED DEVELOPMENT SHALL INCORPORATE A MIN OF 2 DESIGN FEATURES LISTED IN SECTION 4.3.1(A)(5)(b)
LOT COVERAGE	MAX 60%
GROSS DENSITY	MAX 6 DWELLING UNITS / ACRE
OPEN SPACE	MIN 10% OF GROSS SITE AREA
PERIMETER BUFFER	ADJACENT TO SINGLE-FAMILY DETACHED: 10' TYPE C SEMI-OPAQUE ADJACENT TO VACANT LAND: HALF OF 10' TYPE C SEMI-OPAQUE ADJACENT TO SINGLE-FAMILY DETACHED: 15' ADJACENT TO RETAIL MORE THAN 50K SF: NONE

REQUIRED PARKING	2 SPACES PER UNIT (GARAGE AND DRIVEWAY) = 211 SPACES PLUS TWO OFF-STREET PARKING SPACES FOR EACH ADDITIONAL 50 DWELLING UNITS ABOVE THE INITIAL 50 DWELLING UNITS, OR MAJOR FRACTION THEREOF = (211 - 50) X 2 PER 50 = 7 SPACES OFF-STREET PARKING NEXT TO A BUILDING SHALL PROVIDE A MINIMUM OF 50% OF OFF-STREET PARKING ON THE SIDE OR REAR OF THE BUILDING OFF-STREET PARKING ADJACENT TO ROW SHALL BE SCREENED WITH A COMPLETELY OPAQUE VEGETATIVE SCREEN, FENCE OR WALL, A MINIMUM OF 3' HIGH
GARAGE DESIGN	TOWNHOUSE GARAGES DOORS FACING A STREET: MAX 10' WIDE; MAX 2 DOORS PER UNIT, MIN 2' BETWEEN DOORS, MAX TWO GARAGE DOORS IN A GROUP FROM ANOTHER GROUP BY A DISTANCE OF 10'; ATTACHED GARAGES TO BE RECESSED MIN 2' BEHIND FRONT FACADE OR FLUSH WITH FRONT FACADE WHEN MIN 3' BEHIND A PORCH OR WHEN UPPER STORY OVERHANGS MIN 2'

UTILITY INFORMATION

SEE C-300 AND C-301	POTABLE WATER	CITY OF ALACHUA IS THE PROVIDER AND CONNECTIONS WILL BE MADE TO THE EXISTING DISTRIBUTION SYSTEM LOCATED ADJACENT TO THE SITE IN THREE LOCATIONS: NW 163rd PL, NW 161st AVE, AND TO THE NORTH FROM TARA FOREST EAST
	WASTEWATER	CITY OF ALACHUA IS THE PROVIDER AND THE SUBDIVISION WILL GRAVITY FEED TO SOUTHWEST ALONG THE WESTERN EDGE OF LOWES TO THE CITY LIFT STATION
	ELECTRIC	CITY OF ALACHUA IS DETERMINING HOW THIS SUBDIVISION WILL BE SERVICED
	STORMWATER	ALL RUNOFF WILL BE CONVEYED FROM THE ROW, RESIDENTIAL LOTS, OPEN SPACE, ETC. TO THE STORMWATER MANAGEMENT FACILITIES BY PIPE AND STORM STRUCTURES. THE PIPE AND STRUCTURES LOCATED WITHIN THE ROW WILL BE MAINTAINED BY THE CITY OF ALACHUA. THE PIPE AND STRUCTURES LOCATED WITHIN LOTS AND OPEN AREAS WILL BE MAINTAINED BY THE HOA. THE OPEN AREAS AND STORMWATER MANAGEMENT FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA.
	CABLE	COX WILL BE THE PROVIDER
	TELEPHONE	WINDSTREAM WILL BE THE PROVIDER

LEGAL DESCRIPTION:

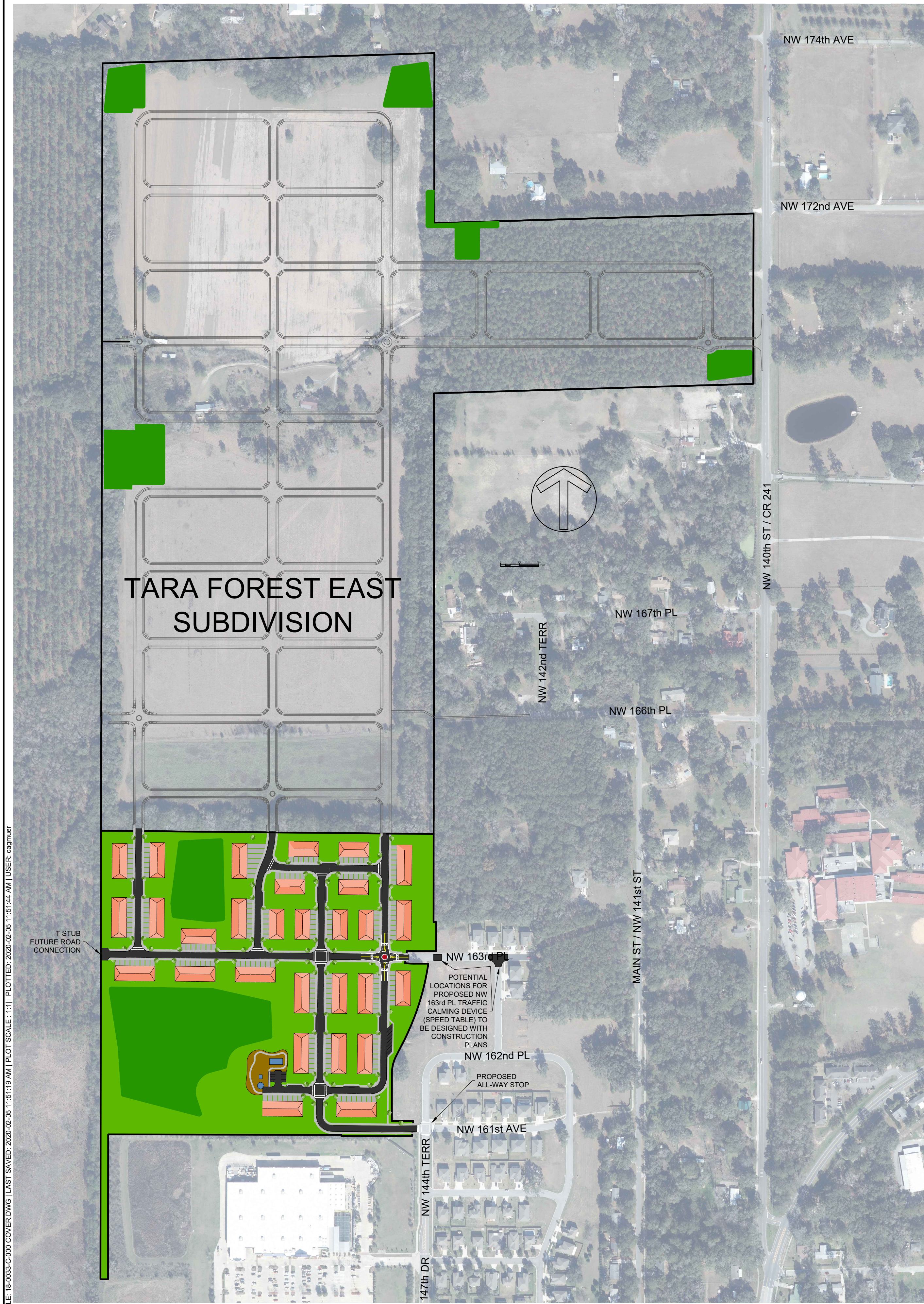
TP# 03067-006-000
A PORTION OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF BAYWOOD PHASE 1C, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 17 AND 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE N 89°56'50"E, ALONG THE SOUTH BOUNDARY OF SAID BAYWOOD PHASE 1C, A DISTANCE OF 85.50 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S 04°52'19"W, A DISTANCE OF 60.27 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3823, PAGE 513 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) CALLS: N 89°54'58"W, A DISTANCE OF 280.91 FEET; THENCE N 01°44'51"W, A DISTANCE OF 4.97 FEET; THENCE N 89°55'41"W, A DISTANCE OF 421.90 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 03°47'08" AND A CHORD BEARING AND DISTANCE OF N 88°15'28"W, 7.60 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 7.60 FEET TO THE END OF SAID CURVE; THENCE N 89°54'28"W, A DISTANCE OF 499.80 FEET TO A POINT ON THE EAST BOUNDARY OF A 30 FOOT NON-EXCLUSIVE ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3819, PAGE 825 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3823, PAGE 513, ALONG THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT AND THE SOUTHERLY PROJECTION THEREOF, S 00°04'34"W, A DISTANCE OF 576.90 FEET TO A POINT ON THE NORTH BOUNDARY OF BAYWOOD CENTRE AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY PROJECTION OF THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT, ALONG THE NORTH BOUNDARY OF SAID BAYWOOD CENTRE, S 89°57'21"W, A DISTANCE OF 29.75 FEET TO A POINT ON THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10; THENCE DEPARTING THE NORTH BOUNDARY OF SAID BAYWOOD CENTRE, ALONG SAID WEST BOUNDARY, N 00°04'30"E, A DISTANCE OF 1786.13 FEET TO THE N.W. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2082, PAGE 2132 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10, ALONG THE NORTH BOUNDARY OF SAID LANDS, S 89°25'48"E, A DISTANCE OF 1324.74 FEET TO THE N.E. CORNER OF SAID LANDS AND A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE ALONG SAID EAST BOUNDARY, S 00°01'22"W, A DISTANCE OF 351.01 FEET TO THE N.W. CORNER OF LOT 2, BLOCK 15, OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 'A', PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 15 OF SAID ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, N 88°22'19"E, A DISTANCE OF 9.89 FEET TO THE N.W. CORNER OF AFOREMENTIONED BAYWOOD PHASE 1C; THENCE ALONG THE WESTERLY BOUNDARY OF SAID BAYWOOD PHASE 1C, THE FOLLOWING TEN (10) COURSES: S 00°03'52"W, A DISTANCE OF 115.81 FEET; THENCE N 89°55'23"W, A DISTANCE OF 87.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 05°55'28" AND A CHORD BEARING AND DISTANCE OF N 87°00'29"W, 28.42 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 28.44 FEET TO THE END OF SAID CURVE; THENCE S 08°59'15"W, A DISTANCE OF 50.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 08°18'13" AND A CHORD BEARING AND DISTANCE OF S 86°50'30"E, 35.74 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 35.76 FEET TO THE END OF SAID CURVE; THENCE S 89°55'23"E, A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1012.50 FEET, A CENTRAL ANGLE OF 19°41'51" AND A CHORD BEARING AND DISTANCE OF S 17°43'27"W, 328.95 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 330.41 FEET TO THE END OF SAID CURVE; THENCE S 27°12'36"W, A DISTANCE OF 60.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 154.50 FEET, A CENTRAL ANGLE OF 27°04'08" AND A CHORD BEARING AND DISTANCE OF S 13°38'50"W, 72.31 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 72.99 FEET TO THE END OF SAID CURVE; THENCE S 00°04'10"W, A DISTANCE OF 189.27 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 35.26 ACRES, MORE OR LESS.

SHEET INDEX

C-000	COVER & SHEET INDEX
C-001	MASTER DEVELOPMENT PLAN & AERIAL
C-005	VICINITY MAP
C-021	PRE-DEVELOPMENT DRAINAGE MAP
C-022	POST-DEVELOPMENT DRAINAGE MAP
C-031	TYPICAL LOTS & SETBACKS
C-032	TYPICAL MINI-ROUNDBOUT & INTERSECTIONS
C-033	TYPICAL RIGHT-OF-WAY & ROAD SECTIONS
C-070	MASTER PRELIMINARY PLAT & PHASING
C-071 to C-072	DETAILED PRELIMINARY PLAT & PHASING
C-253	STORMWATER MANAGEMENT FACILITY PLAN
C-300	MASTER UTILITY PLAN
V-1	BOUNDARY, TOPOGRAPHIC & TREE SURVEY
V-2	BOUNDARY, TOPOGRAPHIC & TREE SURVEY

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PRELIMINARY
BUDGETING

PRECING :
CONSTRUCTION :

PERMITTING / DESIGN REVISIONS :
2019-05-24 SRWMD SUBMITTAL
2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL
2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL

ENGINEER OF RECORD :
CHRISTOPHER A. G穆ER
FL PE # 71599
2020-02-05

NOT
FOR FINAL
RECORDING

FL CA # 91533
2603 NW 13th St, Box 314
Gainesville, FL 32609

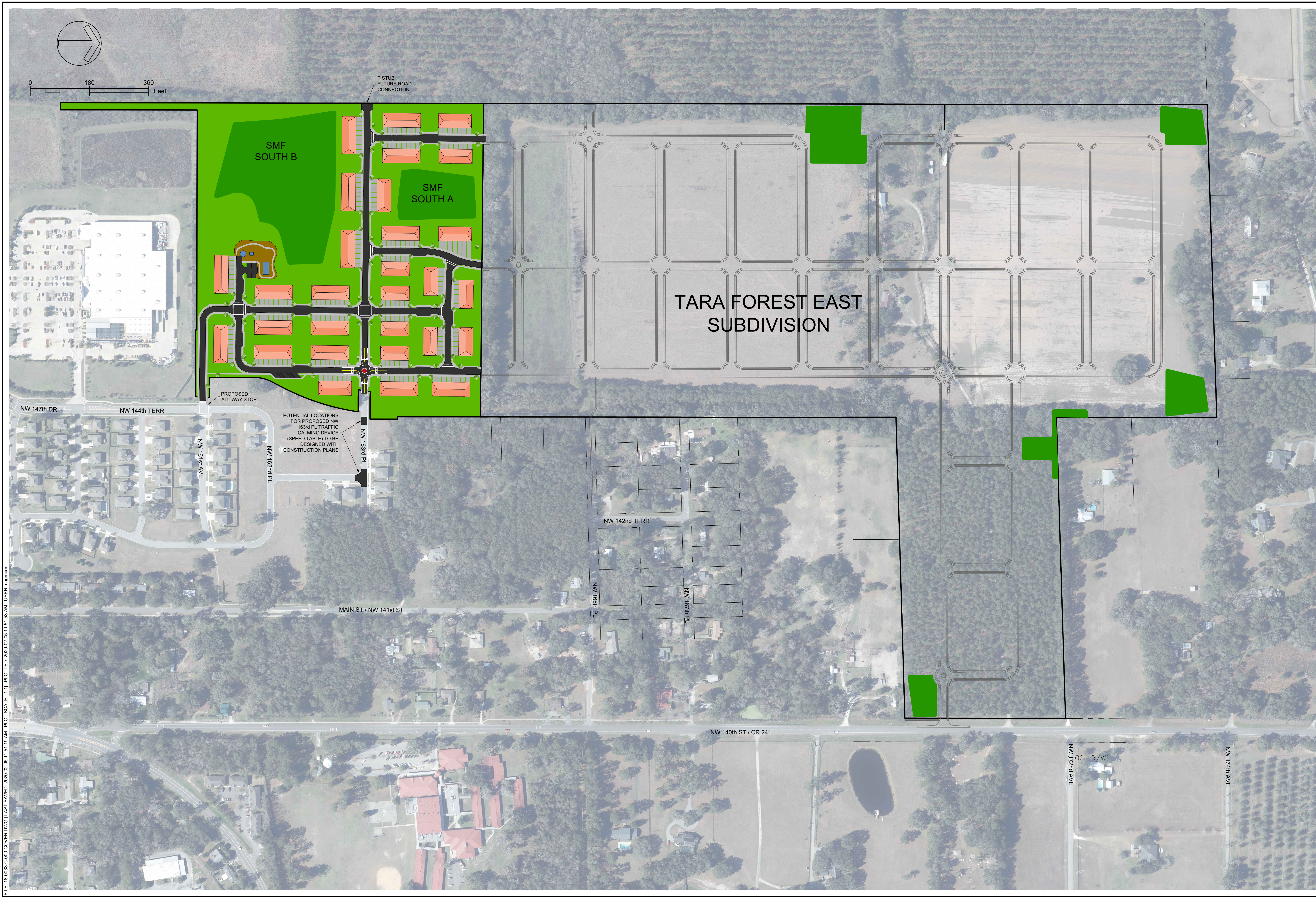
TARA FOREST, INC.
C.A. G穆ER, PE
C.A. G穆ER, PE

CLIENT :
DESIGN :
QUALITY CONTROL :
CITY OF ALACHUA PRELIM PLAT #
SRWMD APP #
SRWMD PROJECT #

TARA BAYWOOD
TOWNHOUSE
SUBDIVISION

COVER &
SHEET INDEX

C-000



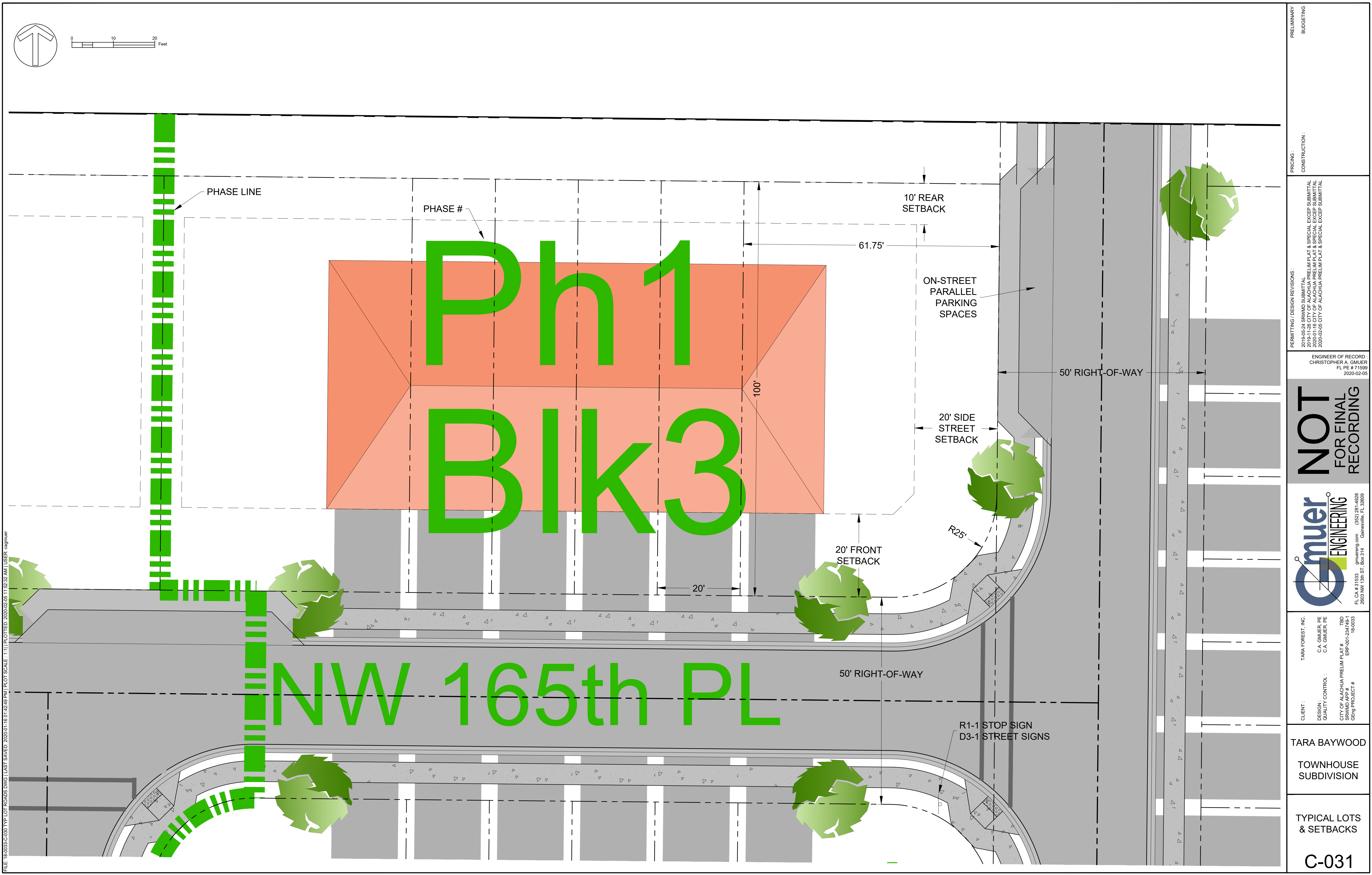
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PRELIMINARY BUDGETING	
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ENGINEER OF RECORD: CHRISTOPHER A. GMUER FL PE # 71599 2020-02-05	
NOT FOR FINAL RECORDING	
Gmuer ENGINEERING FL CA # 31533 gmuering.com (352) 281-4928 2803 NW 13th St, Box 314 Gainesville, FL 32609	
CLIENT: TARA FOREST, INC.	DESIGN: C.A. GMUER, PE
QUALITY CONTROL: C.A. GMUER, PE	CITY OF ALACHUA PRELIM PLAT # SRWMD APP # SRWMD PROJECT #
TARA BAYWOOD TOWNHOUSE SUBDIVISION	
MASTER DEVELOPMENT PLAN & AERIAL	
C-001	

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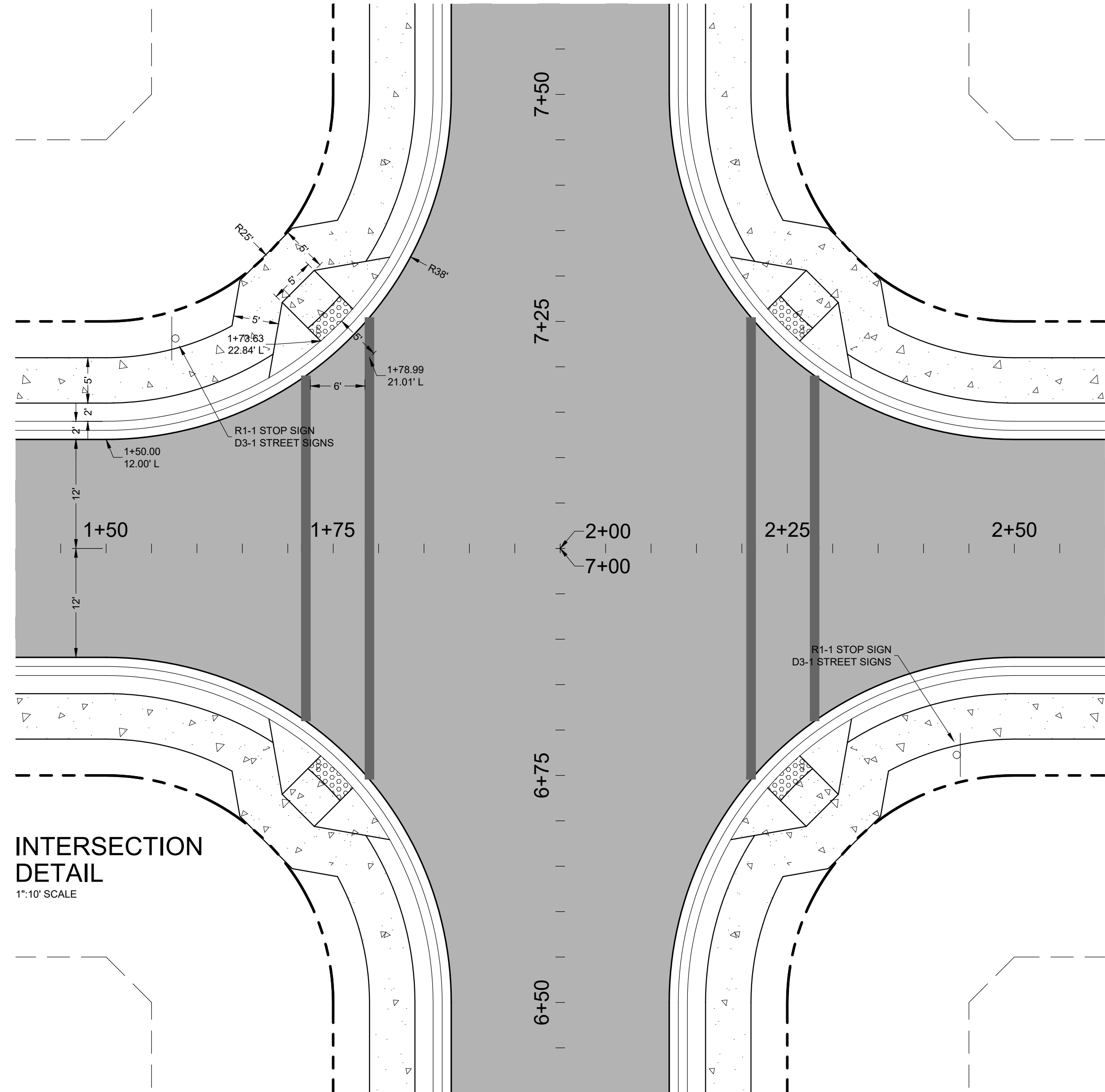
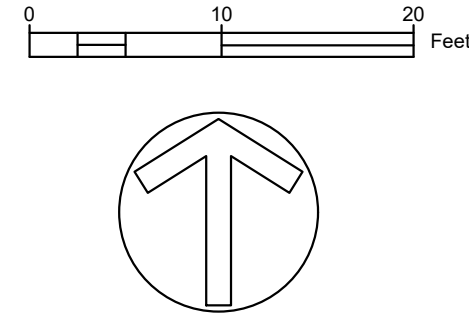
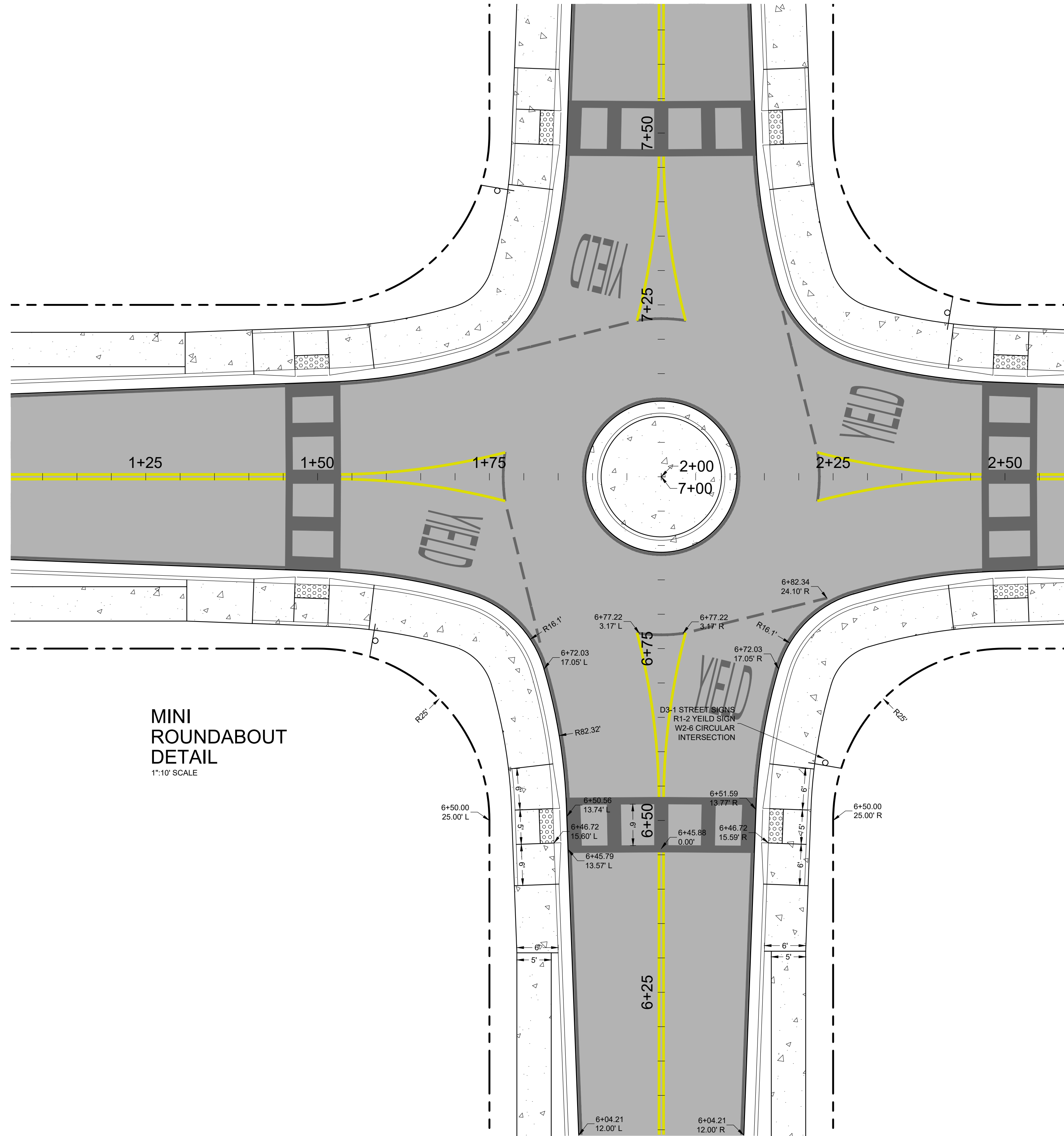


VICINITY MAP		TOWNHOUSE SUBDIVISION		TARA BAYWOOD	
C-005		NOT FOR FINAL RECORDING		ENGINEER OF RECORD : CHRISTOPHER A. G穆ER FL PE # 71599 2020-02-05	
CLIENT : DESIGN : QUALITY CONTROL : CITY OF ALACHUA PRELIM PLAT # SRWMD APP # Cmg PROJECT #		TARA FOREST, INC. C.A. G穆ER PE C.A. G穆ER PE		PERMITTING / DESIGN REVISIONS : 2019-05-24 SRWMD SUBMITTAL 2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL	
PRECING : CONSTRUCTION :		PRELIMINARY BUDGETING		ENGINEERING FL CA # 31533 gmuering.com (352) 281-4928 2803 NW 13th St, Box 314 Gainesville, FL 32609	



PRELIMINARY BUDGETING	
PRECING: CONSTRUCTION:	
PERMITTING / DESIGN REVISIONS: 2019-05-24 SRWMD SUBMITTAL 2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEP SUBMITTAL	
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NOT FOR FINAL RECORDING	
gmuer ENGINEERING FL CA # 31533 gmuereng.com (352) 281-4928 2803 NW 13th St, Box 514 Gainesville, FL 32609	
CLIENT: TARA FOREST, INC.	DESIGN: C.A. GMUER PE
QUALITY CONTROL: C.A. GMUER PE	CITY OF ALACHUA PRELIM PLAT # SRWMD APP # CITY PROJECT #
TARA BAYWOOD TOWNHOUSE SUBDIVISION	
TYPICAL LOTS & SETBACKS	
C-031	

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CLIENT: TARA FOREST, INC.
DESIGN: C.A. GAIER, PE
QUALITY CONTROL: C.A. GAIER, PE
CITY OF ALACHUA PRELIM PLAT # ERP-001-124703-1
SRWMD APP # 18-0033
CITY PROJECT #

TARA BAYWOOD
TOWNHOUSE
SUBDIVISION

TYPICAL
MINI-ROUND
ABOUT,
INTERSECTIONS
C-032

Gmuer ENGINEERING
FL CA # 31533 gmuereng.com (352) 281-4828
2803 NW 13th St, Box 514 Gainesville, FL 32609

ENGINEER OF RECORD:
CHRISTOPHER A. GMUER
FL PE # 71599
2020-02-05

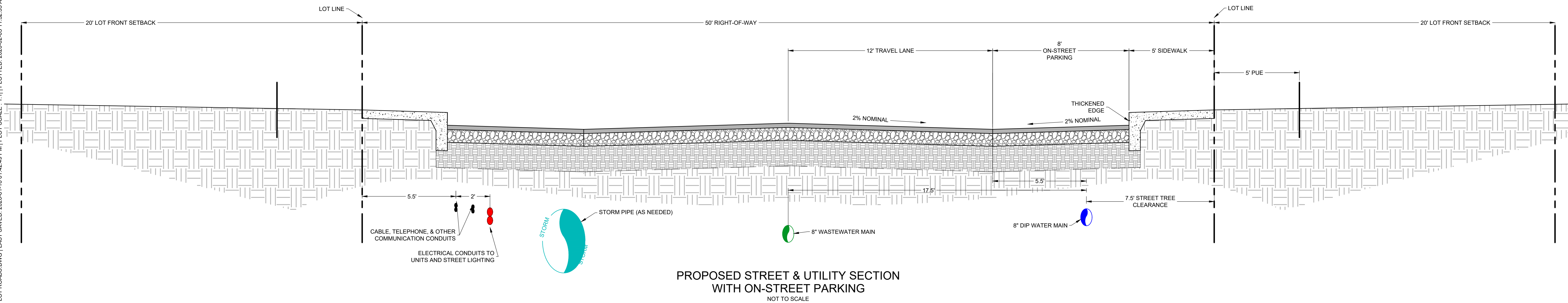
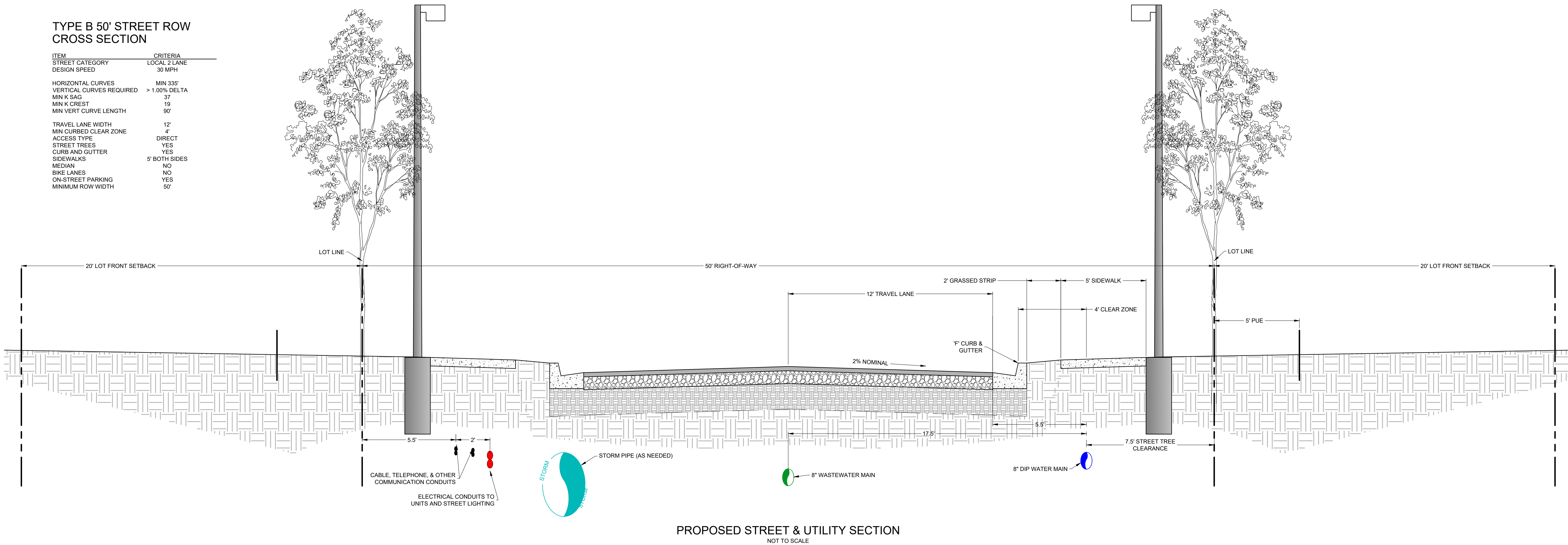
PERMITTING / DESIGN REVISIONS:
2019-05-24 SRWMD SUBMITTAL
2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL
2020-01-16 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL
2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL

PRECING: CONSTRUCTION:

PRELIMINARY
BUDGETING

TYPE B 50' STREET ROW
CROSS SECTION

ITEM	CRITERIA
STREET CATEGORY	LOCAL 2 LANE
DESIGN SPEED	30 MPH
HORIZONTAL CURVES	MIN 335'
VERTICAL CURVES REQUIRED	> 1.00% DELTA
MIN K SAG	37
MIN K CREST	19
MIN VERT CURVE LENGTH	90'
TRAVEL LANE WIDTH	12'
MIN CURBED CLEAR ZONE	4'
ACCESS TYPE	DIRECT
STREET TREES	YES
CURB AND GUTTER	YES
SIDEWALKS	5' BOTH SIDES
MEDIAN	NO
BIKE LANES	NO
ON-STREET PARKING	YES
MINIMUM ROW WIDTH	50'



FILE: 18-0033-C-030 TYP LOT ROADS DWG | LAST SAVED: 2020-01-16 01:42:49 PM | PLOT SCALE: 1"=11' | PLOTTED: 2020-02-05 11:52:35 AM | USER: cagnmar

PRELIMINARY
BUDGETING

PRECING :
CONSTRUCTION :

PERMITTING / DESIGN REVISIONS :
2019-05-24 SRWMD SUBMITTAL
2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL
2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL

ENGINEER OF RECORD :
CHRISTOPHER A. GMIER
FL PE # 71599
2020-02-05

**NOT
FOR FINAL
RECORDING**

GMIER ENGINEERING
FL CA # 31533 gmiereing.com (352) 281-4928
2803 NW 13th St, Box 314 Gainesville, FL 32609

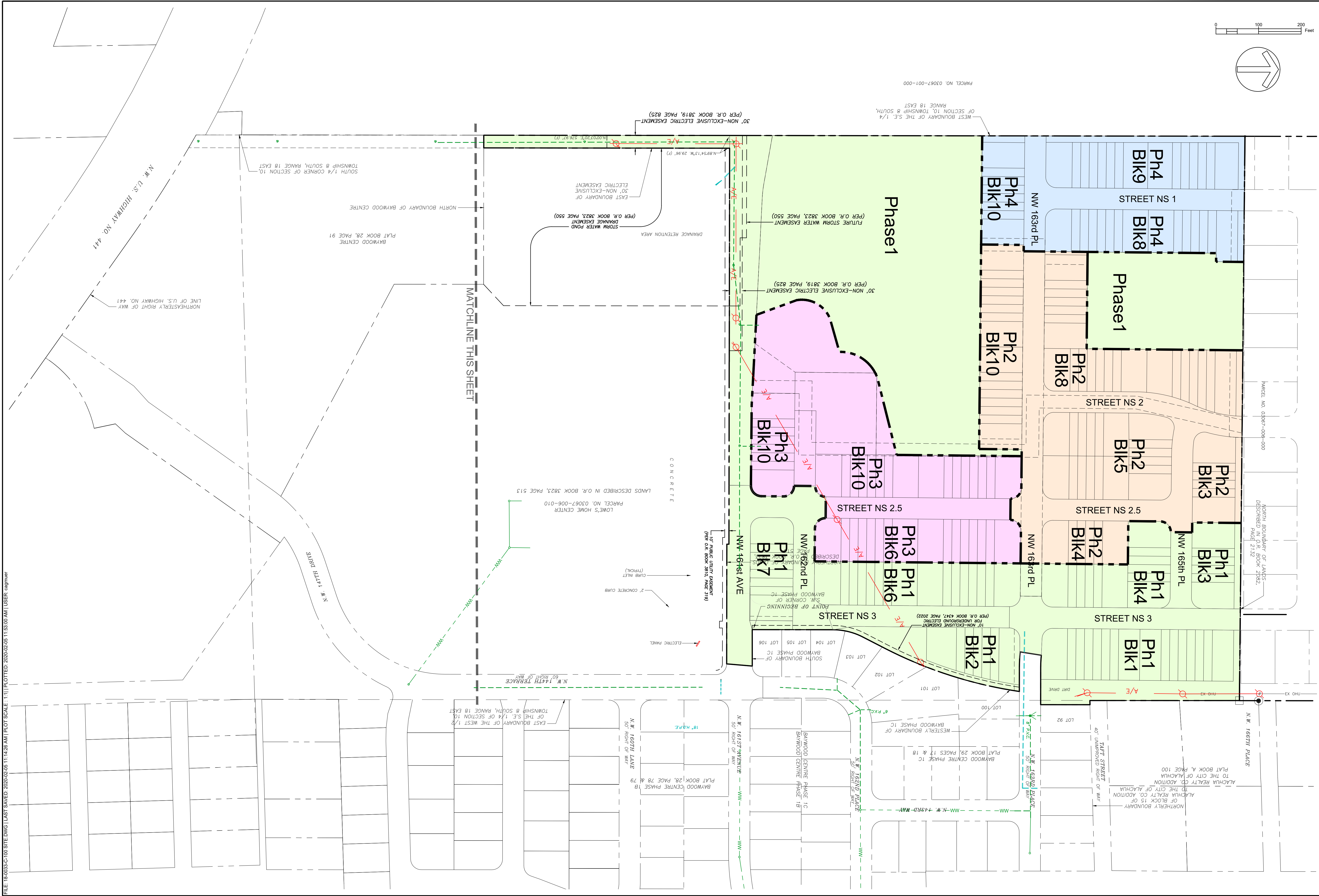
CLIENT :
DESIGN :
QUALITY CONTROL :
CITY OF ALACHUA PRELIM PLAT #
SRWMD APP #
GMIER PROJECT #

TARA FOREST, INC.
C.A. GMIER PE
C.A. GMIER PE

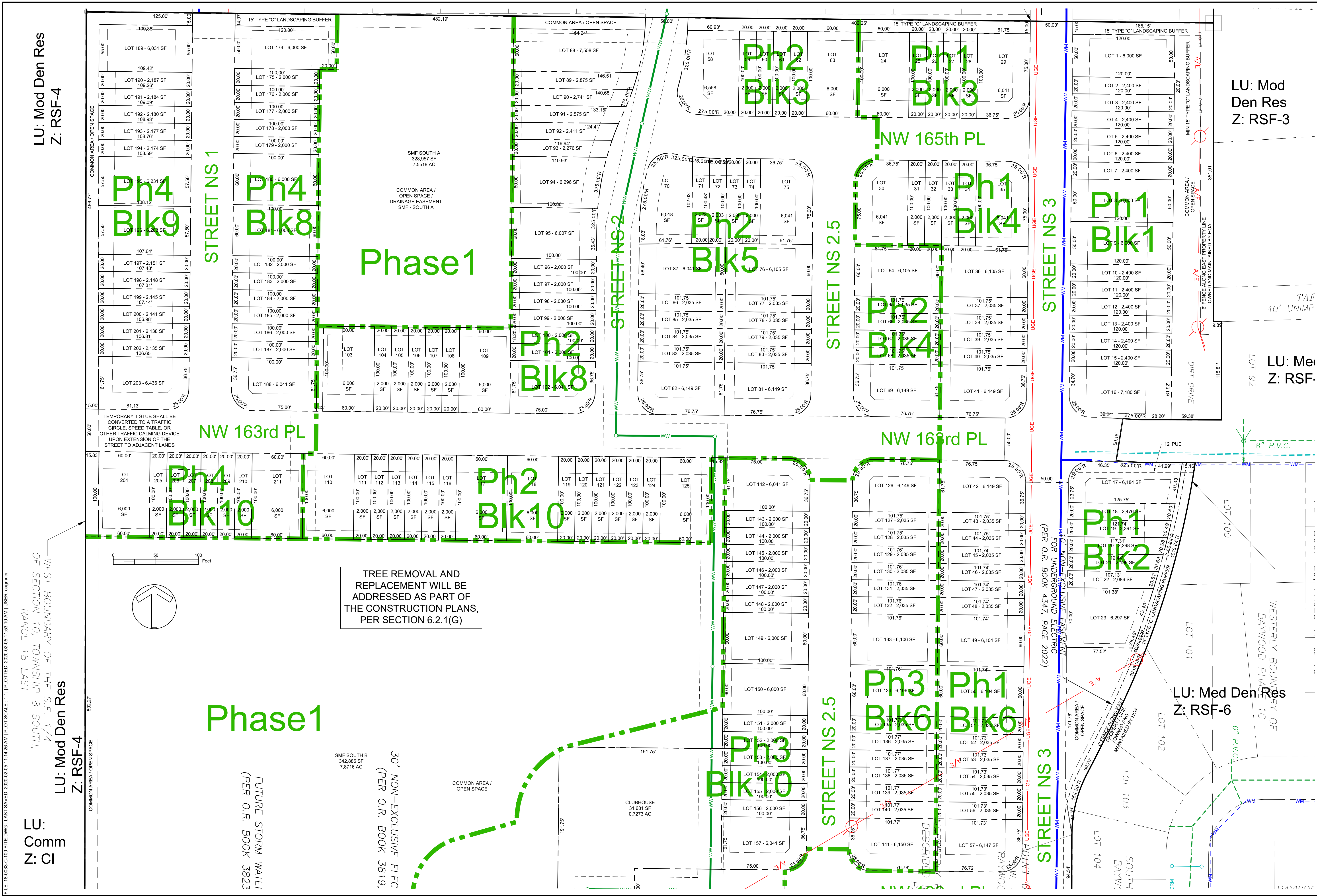
ERP-001-1247418-1
18-0033

TARA BAYWOOD
TOWNHOUSE
SUBDIVISION

TYPICAL
RIGHT-OF-WAY
& ROAD
SECTIONS
C-033



PRELIMINARY BUDGETING	
PRECING: CONSTRUCTION :	
PERMITTING / DESIGN REVISIONS : 2019-05-01 ACPW ROAD CONNECTION SUBMITTAL 2019-05-24 SRWMD SUBMITTAL 2019-06-03 CITY OF ALACHUA PRELIM PLAT SUBMITTAL 2019-07-03 CITY OF ALACHUA PRELIM PLAT 2ND RESUBMITTAL 2019-12-12 CITY OF ALACHUA RESUBMITTAL 2020-01-06 CITY OF ALACHUA RESUBMITTAL 2020-01-23 MINOR CITY OF ALACHUA RESUBMITTAL	
ENGINEER OF RECORD : CHRISTOPHER A. GMUER FL # E 71599 2020-02-05	
NOT FOR FINAL RECORDING	
Gmuer ENGINEERING FL CA # 21533 (352) 281-4928 2803 NW 13th St, Box 514 Gainesville, FL 32609	
TARA FOREST, INC.	CLIENT :
CA GMUER PE CA GMUER PE CITY OF ALACHUA PRELIM PLAT # SRWMD APP # ALACHUA COUNTY DRIVEWAY # GEN PROJECT #	DESIGN : QUALITY CONTROL :
TARA FOREST EAST	
SINGLE-FAMILY SUBDIVISION	
MASTER PRELIMINARY PLAT & PHASING	
C-070	



PRELIMINARY BUDGETING

CONSTRUCTION :

PERMITTING / DESIGN REVISIONS :

ENGINEER OF RECORD :
CHRISTOPHER A. G穆ER
FL PE # 71599
2020-02-05

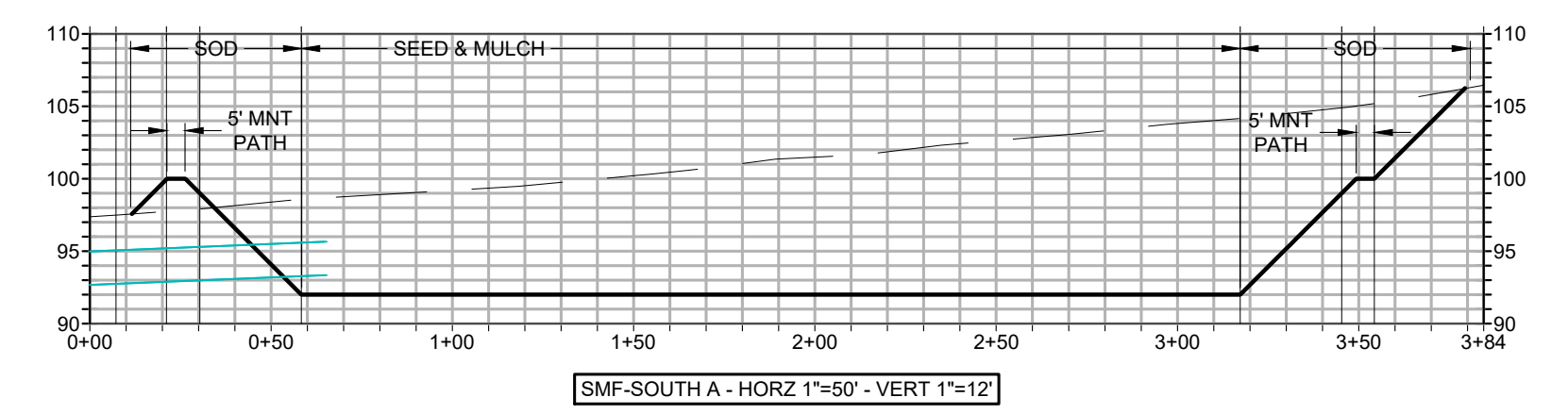
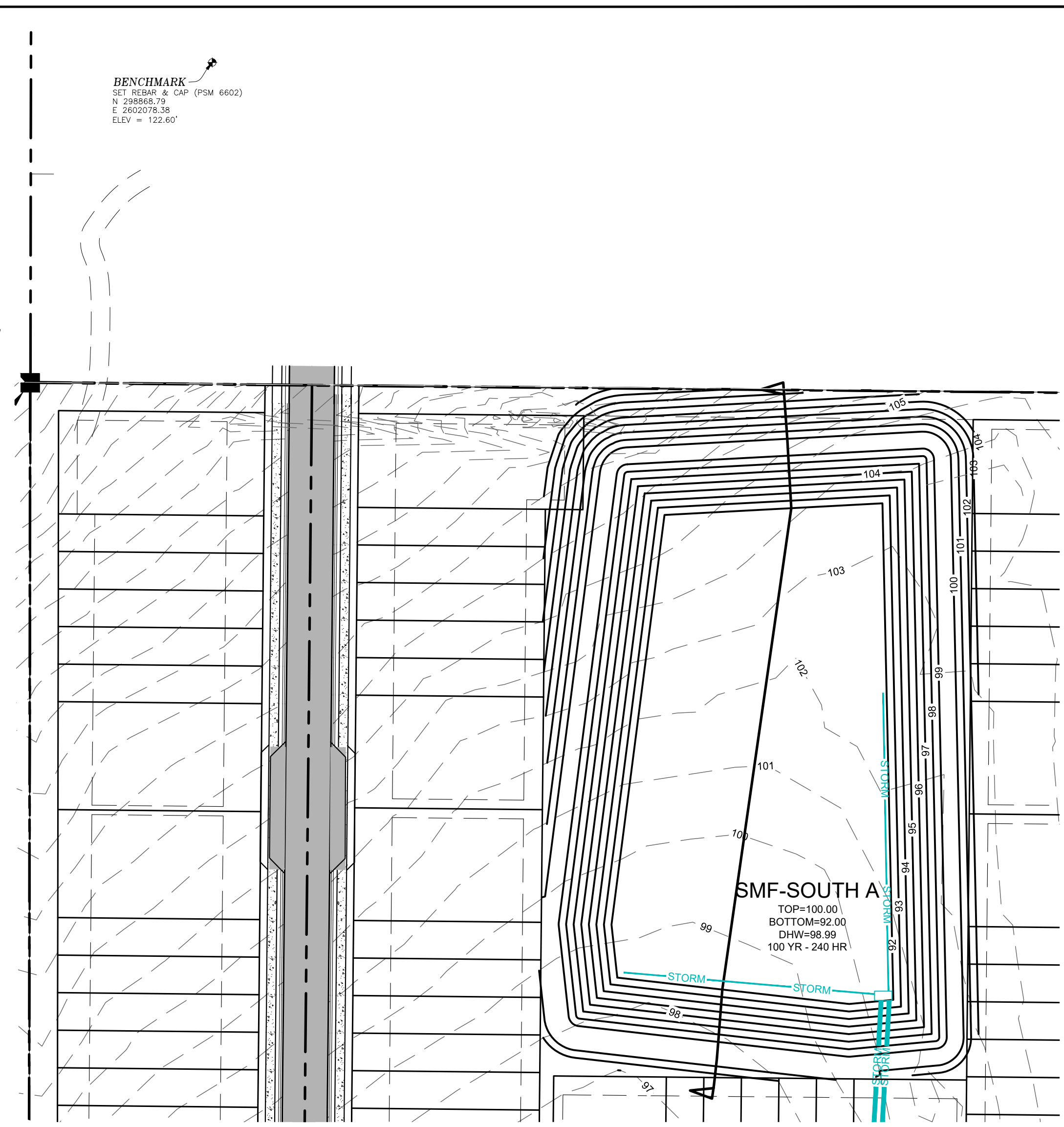
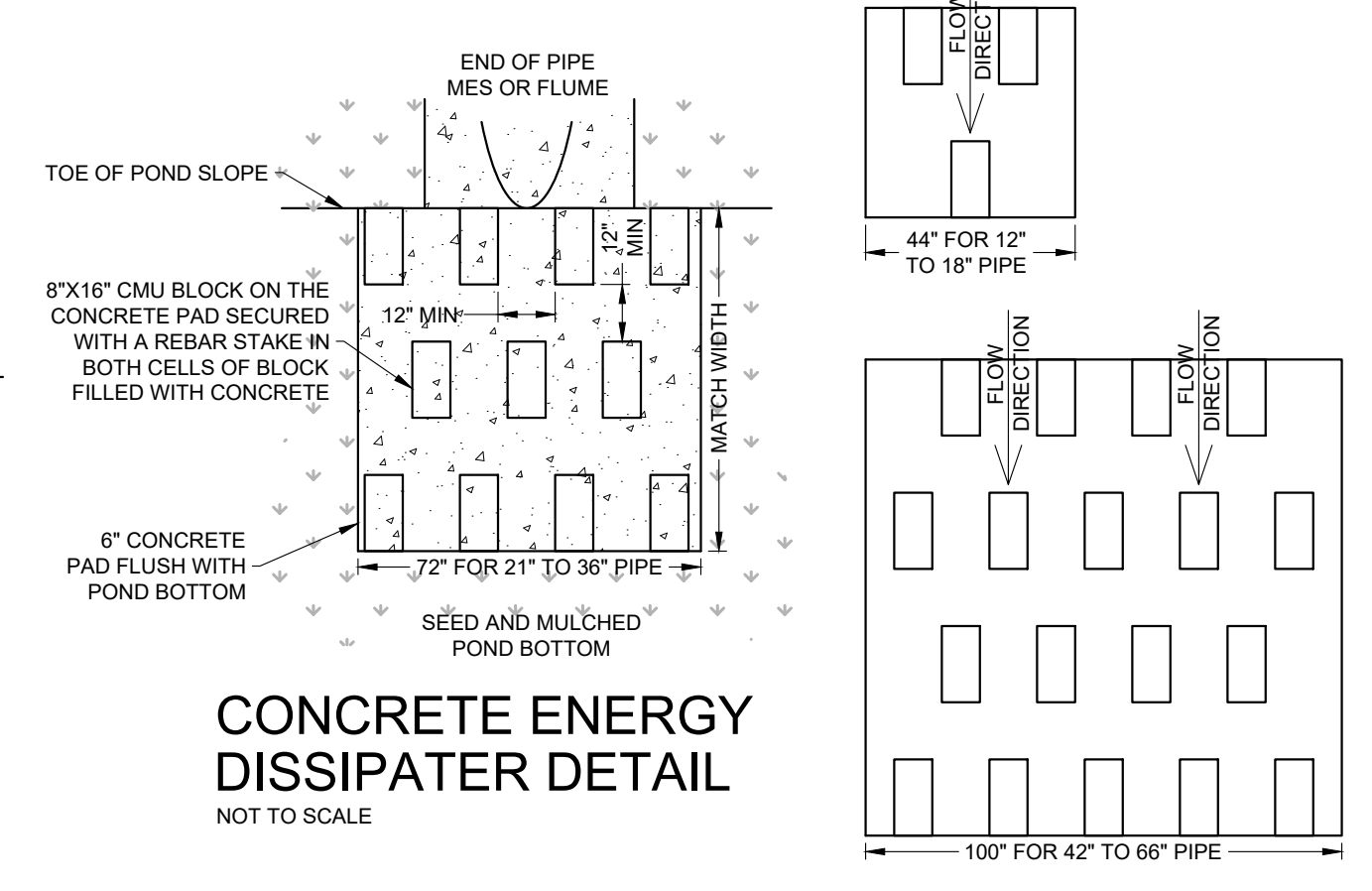
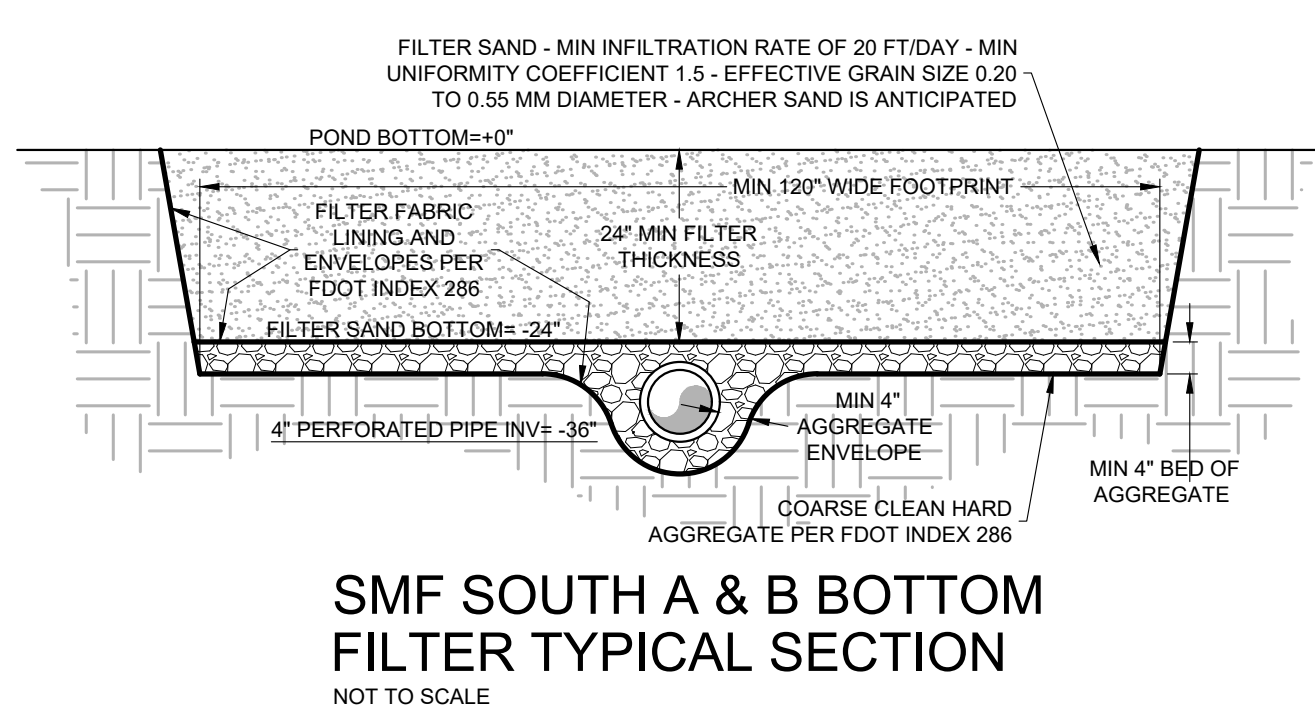
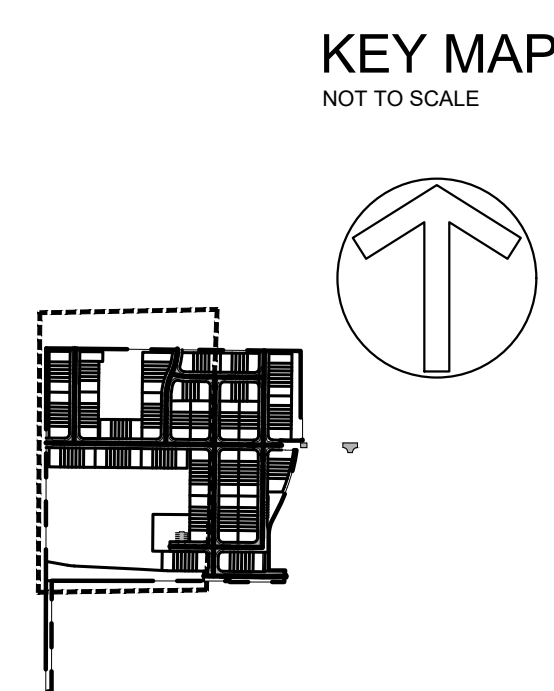
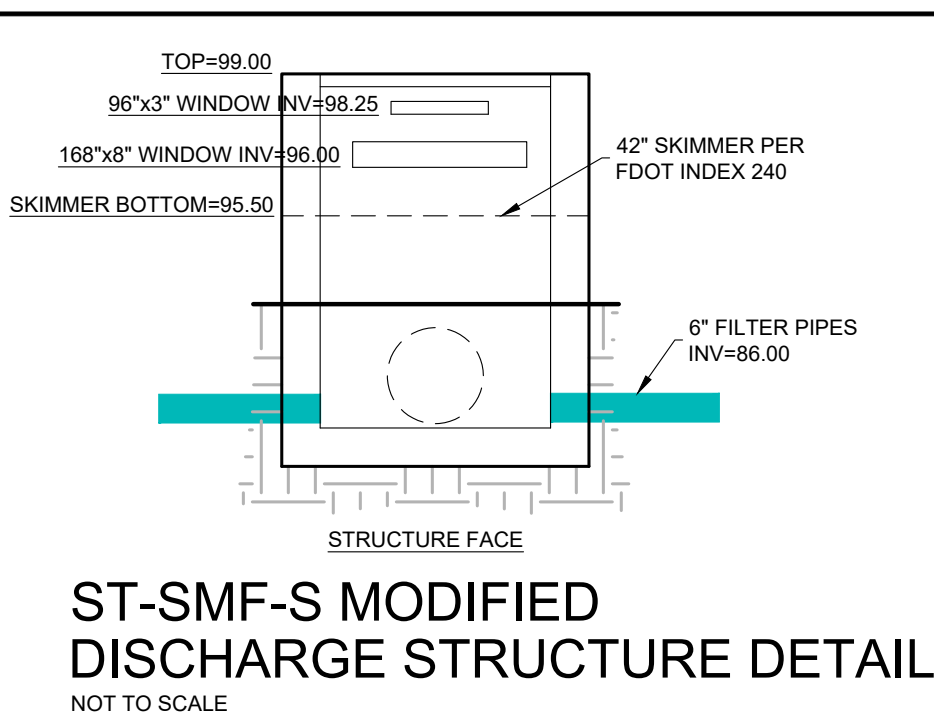
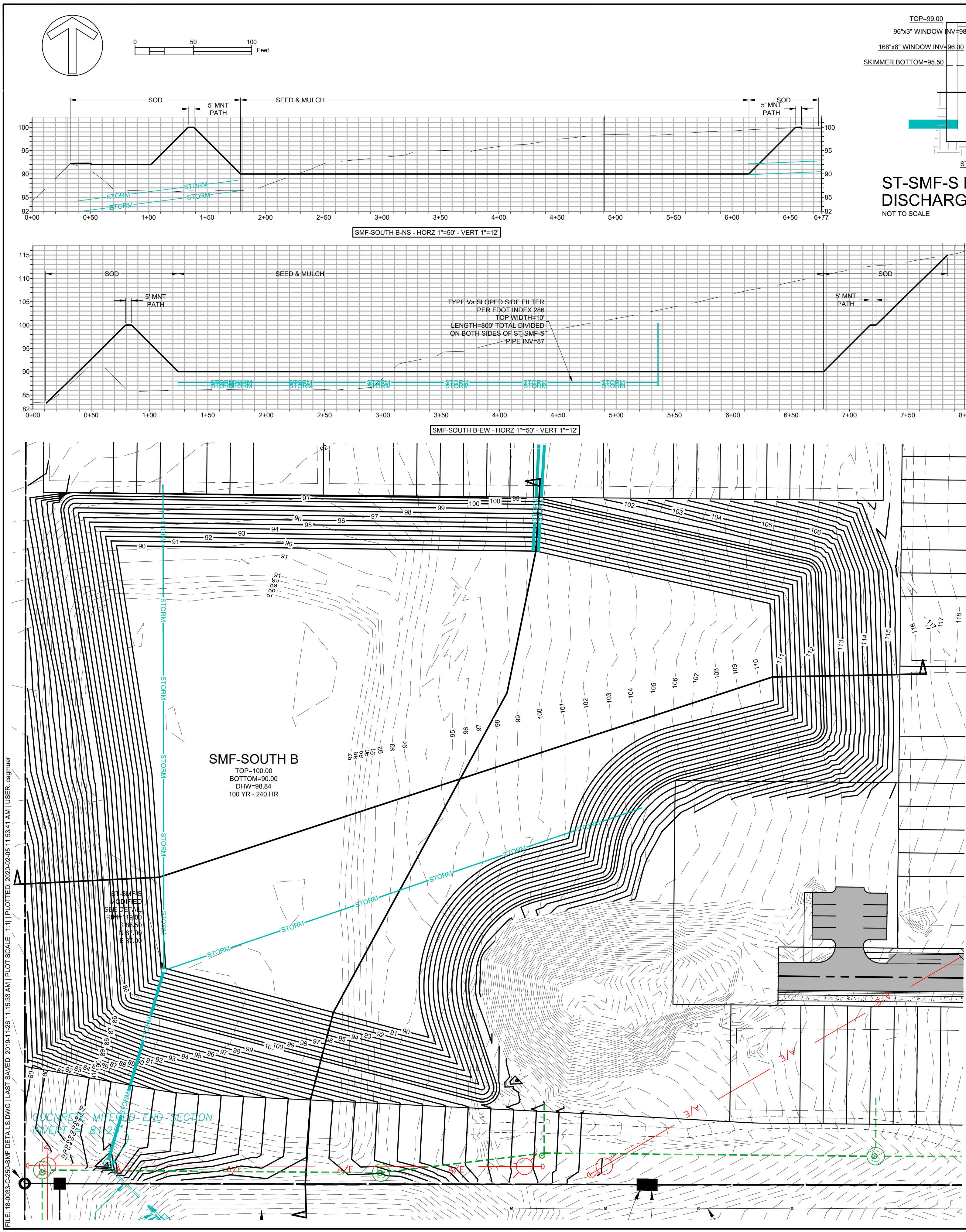
NOT
FOR FINAL
RECORDING

FL CA # 31533 gmuering.com (352) 281-4928
2803 NW 13th St, Box 314 Gainesville, FL 32609

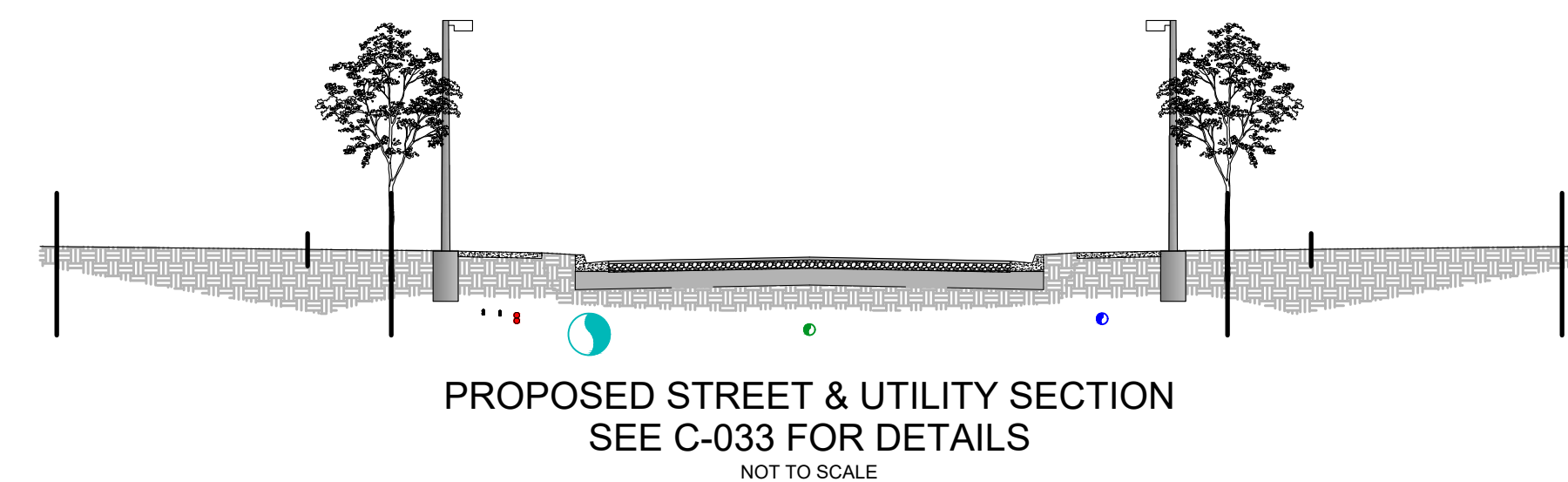
CLIENT :
TARA FOREST, INC.
DESIGN :
C.A. G穆ER PE
QUALITY CONTROL :
C.A. G穆ER PE
CITY OF ALACHUA PRELIM PLAT #
SRWMD APP #
ALACHUA COUNTY DRIVEWAY #
G穆ER PROJECT #

TARA FOREST EAST
SINGLE-FAMILY SUBDIVISION

DETAILED PRELIMINARY PLAT & PHASING
C-071

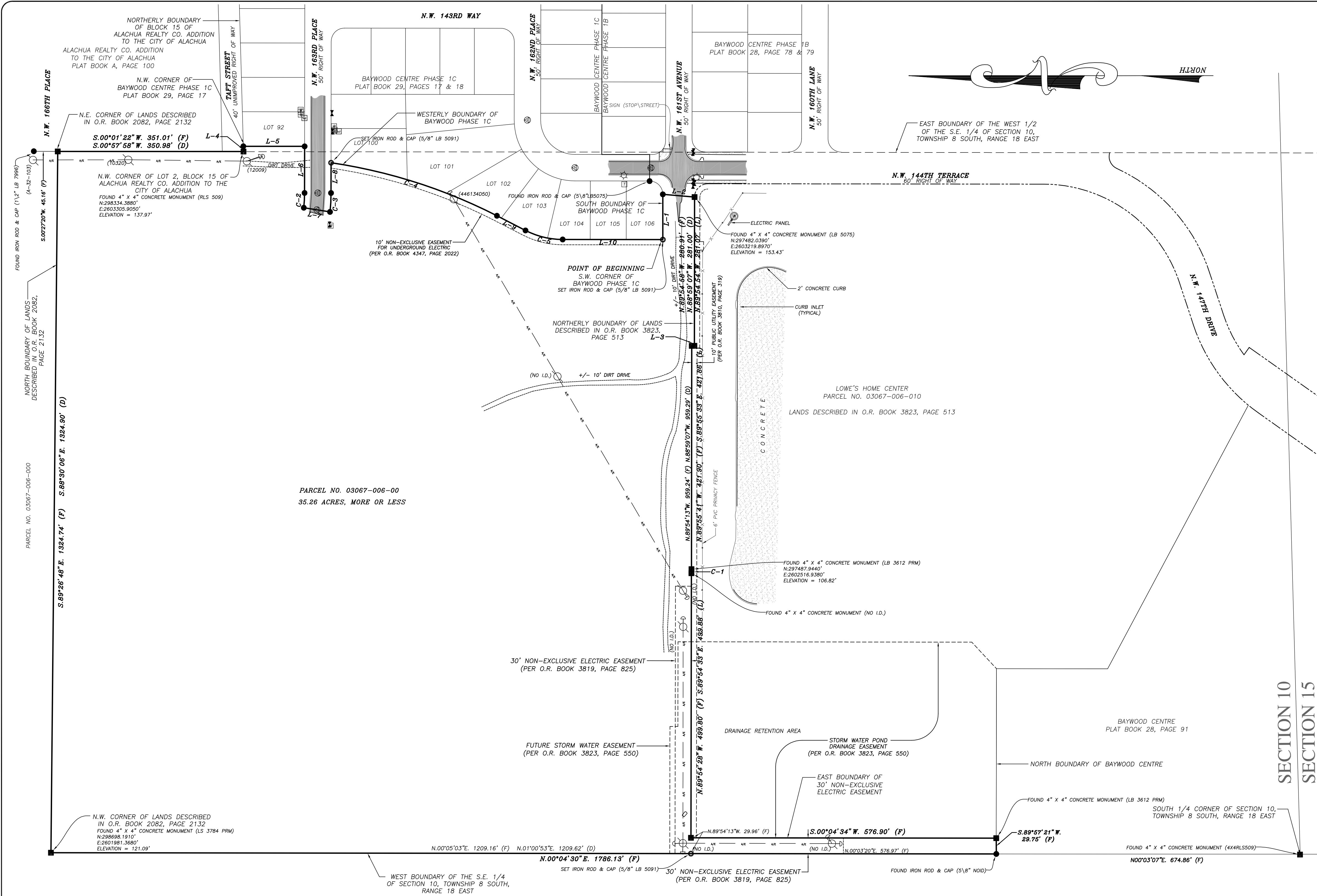


PRELIMINARY BUDGETING	PERMITTING / DESIGN REVISIONS :	ENGINEER OF RECORD : CHRISTOPHER A. GMUER FL PE # 71599 2020-02-05
PRECING : CONSTRUCTION :	2019-05-24 SRWMD SUBMITTAL 2019-11-26 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL 2020-02-05 CITY OF ALACHUA PRELIM PLAT & SPECIAL EXCEPT SUBMITTAL	NOT FOR FINAL RECORDING
		Gmuer ENGINEERING FL CA # 31533 gmuereng.com (352) 281-4928 2803 NW 13th St, Box 514 Gainesville, FL 32609
	TARA FOREST, INC. C.A. GMUER, PE C.A. GMUER, PE	
	CLIENT : DESIGN : QUALITY CONTROL :	TARA BAYWOOD TOWNHOUSE SUBDIVISION
	CITY OF ALACHUA PRELIM PLAT # SRWMD APP # Gmuer PROJECT #	SMF PLAN SMF-SOUTH
		C-253



NOT TO SCALE

C-300



SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST ALACHUA COUNTY, FLORIDA

DESCRIPTION: (AS FURNISHED)

PER TITLE COMMITMENT FILE NO. 2037-4078799 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY FOR AKERMAN LLP, BEARING A COMMITMENT DATE OF JULY 23, 2018.

A PORTION OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF BAYWOOD PHASE 1C, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 17 AND 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 88°59'07" EAST, ALONG THE SOUTH LINE OF SAID BAYWOOD PHASE 1C, A DISTANCE OF 85.50 FEET, THENCE DEPARTING SAID SOUTH LINE, SOUTH 05°46'42" WEST, A DISTANCE OF 60.21 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3823, PAGE 513 OF SAID PUBLIC RECORDS; THENCE NORTH 88°59'07" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 281.00 FEET; THENCE NORTH 01°00'53" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 5.00 FEET; THENCE NORTH 88°59'07" WEST, ALONG SAID NORTH LINE AND IT'S WESTERLY PROJECTION THEREOF, A DISTANCE OF 959.29 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE NORTH 01°00'53" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1209.62 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2082, PAGE 2132 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 88°30'06" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 1324.90 FEET TO THE NORTHEAST CORNER OF SAID LANDS, SAID CORNER BEING ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 00°57'58" WEST, ALONG SAID EAST LINE, A DISTANCE OF 350.98 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 15, OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 'A', PAGE 100 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EAST LINE, NORTH 89°15'26" EAST, ALONG THE NORTHERLY LINE OF BLOCK 15 OF SAID ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED BAYWOOD PHASE 1C; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE WESTERLY BOUNDARY OF SAID BAYWOOD PHASE 1C; (1) THENCE SOUTH 01°00'53" WEST, A DISTANCE OF 115.79 FEET; (2) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 88.14 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°04'29" WEST, 27.93 FEET; (3) THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°49'15", AN ARC DISTANCE OF 27.94 FEET TO THE END OF SAID CURVE; (4) THENCE SOUTH 09°56'14" WEST, A DISTANCE OF 50.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 325.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°50'10" EAST, 35.71 FEET; (5) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°17'55", AN ARC DISTANCE OF 35.73 FEET TO THE END OF SAID CURVE; (6) THENCE SOUTH 88°59'07" EAST, A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1012.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°41'44" WEST, 328.91 FEET; (7) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°41'43", AN ARC DISTANCE OF 330.37 FEET TO THE END OF SAID CURVE; (8) THENCE SOUTH 28°02'36" WEST, A DISTANCE OF 60.73 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 154.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°44" WEST, 72.31 FEET; (9) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°01'43", AN ARC DISTANCE OF 72.88 FEET TO THE END OF SAID CURVE; (10) THENCE SOUTH 01°00'53" WEST, A DISTANCE OF 189.27 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: (AS SURVEYED)

A PORTION OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF BAYWOOD PHASE 1C, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 17 AND 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE N.89°56'50"E., ALONG THE SOUTH BOUNDARY OF SAID BAYWOOD PHASE 1C, A DISTANCE OF 85.50 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S.04°52'19"W., A DISTANCE OF 60.27 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3823, PAGE 513 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) CALLS: N.89°54'58"W., A DISTANCE OF 280.91 FEET; THENCE N.01°44'31"W., A DISTANCE OF 4.97 FEET; THENCE N.89°55'41"W., A DISTANCE OF 421.90 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 03°47'06" AND A CHORD BEARING AND DISTANCE OF N.88°15'26"W., 7.60 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 7.60 FEET TO THE END OF SAID CURVE; THENCE N.89°54'28"W., A DISTANCE OF 499.80 FEET TO A POINT ON THE EAST BOUNDARY OF A 30 FOOT NON-EXCLUSIVE ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3819, PAGE 825 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3823, PAGE 513, ALONG THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT AND THE SOUTHERLY PROJECTION THEREOF, S.00°04'34"W., A DISTANCE OF 576.90 FEET TO A POINT ON THE NORTH BOUNDARY OF BAYWOOD CENTRE AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY PROJECTION OF THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT, ALONG THE NORTH BOUNDARY OF SAID BAYWOOD CENTRE, S.89°57'21"W., A DISTANCE OF 29.75 FEET TO A POINT ON THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10; THENCE DEPARTING THE NORTH BOUNDARY OF SAID BAYWOOD CENTRE, ALONG SAID WEST BOUNDARY, N.00°04'30"E., A DISTANCE OF 1786.13 FEET TO THE N.W. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2082, PAGE 2132 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10, ALONG THE NORTH BOUNDARY OF SAID LANDS, S.89°26'48"E., A DISTANCE OF 1324.74 FEET TO THE N.E. CORNER OF SAID LANDS AND A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE ALONG SAID EAST BOUNDARY, S.00°01'22"W., A DISTANCE OF 351.01 FEET TO THE N.W. CORNER OF LOT 2, BLOCK 15 OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 'A', PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 15 OF SAID ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, N.88°22'19"E., A DISTANCE OF 9.89 FEET TO THE N.W. CORNER OF AFOREMENTIONED BAYWOOD PHASE 1C; THENCE ALONG THE WESTERLY BOUNDARY OF SAID BAYWOOD PHASE 1C, THE FOLLOWING TEN (10) COURSES: S.00°03'52"W., A DISTANCE OF 115.81 FEET; THENCE N.89°55'23"W., A DISTANCE OF 87.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 05°55'28" AND A CHORD BEARING AND DISTANCE OF N.87°00'29"W., 28.42 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 28.44 FEET TO THE END OF SAID CURVE; THENCE S.08°59'15"W., A DISTANCE OF 50.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 06°18'13" AND A CHORD BEARING AND DISTANCE OF S.86°50'30"E., 35.74 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 35.76 FEET TO THE END OF SAID CURVE; THENCE S.89°55'23"E., A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1012.50 FEET, A CENTRAL ANGLE OF 18°41'51" AND A CHORD BEARING AND DISTANCE OF S.17°43'23"W., 328.95 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 330.41 FEET TO THE END OF SAID CURVE; THENCE S.27°12'36"W., 60.70 FEET TO THE END OF SAID CURVE; THENCE S.00°04'10"W., 189.27 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 154.50 FEET, A CENTRAL ANGLE OF 27°04'06" AND A CHORD BEARING AND DISTANCE OF S.13°38'50"W., 72.31 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 72.99 FEET TO THE END OF SAID CURVE; THENCE S.00°04'10"W., A DISTANCE OF 189.27 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 35.26 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM

TRAVIS P. BARRINEAU, P.S.M. - LS 6897

OF R.M. BARRINEAU & ASSOCIATES, INC.

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

LEGEND UNLESS OTHERWISE NOTED

- ☉ = CENTERLINE OF RIGHT OF WAY
- C.B. = CHORD BEARING
- O.R. = OFFICIAL RECORDS OF ALACHUA COUNTY
- = FOUND 5/8" IRON ROD & CAP - LB 5075
- = SET 5/8" IRON ROD & CAP - LB 5091
- = FOUND 4" x 4" CONCRETE MONUMENT (BROKEN; NO IDENTIFICATION)
- = SET 4" x 4" CONCRETE MONUMENT - LB 5091
- = FOUND NAIL & DISC - LB 5075
- (F) = FIELD MEASUREMENT
- (P) = PLAT DIMENSION
- (D) = PER FURNISHED DESCRIPTION
- (L) = PER LOWE'S HOME CENTER DEED RECORDED IN O.R. BOOK 3823, PAGE 513
- (C) = CALCULATED DIMENSION
- ☉ = DRAINAGE MANHOLE
- ☉ = STORM DRAINAGE GRATE
- ☉ = CURB INLET GRATE
- ☉ = MAILBOX
- ☉ = SIGN
- ☉ = WOOD POWER POLE
- ☉ = METAL LIGHT POLE
- ☉ = CONCRETE POWER POLE
- ☉ = ELECTRIC TRANSFORMER
- ☉ = ELECTRIC BOX
- ☉ = GUY ANCHOR

- ☉ = SANITARY MANHOLE
- ☉ = SANITARY CLEANOUT
- ☉ = SEWER VALVE
- ☉ = TELEPHONE BOX
- ☉ = TELEPHONE CABLE MARKER
- ☉ = CABLE BOX
- ☉ = FIRE HYDRANT
- ☉ = WATER VALVE
- ☉ = WATER METER
- ☉ = BACKFLOW PREVENTOR
- ☉ = 5" WELL
- ☉ = GAS METER
- ☉ = GAS VALVE
- ☉ = GAS LINE MARKER
- P.V.C. = POLYVINYL CHLORIDE
- R.C.P. = REINFORCED CONCRETE PIPE
- C.M.P. = CORRUGATED METAL PIPE
- H.D.P.E. = HIGH DENSITY POLYETHYLENE
- A/E = AERIAL ELECTRIC
- T = UNDERGROUND TELEPHONE LINE
- W = UNDERGROUND WATER LINE
- G = UNDERGROUND GAS LINE
- E = UNDERGROUND ELECTRIC
- ☉ = DENOTES CONCRETE
- ☉ = DENOTES ASPHALT

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	C.B.
C-1 (F)	0°34'7.06"	115.00'	7.60'	7.60'	N.88°15'26"W.
C-1 (L)	0°34'7.20"	115.00'	7.60'	7.60'	S.88°01'11"E.
C-2 (F)	0°55'5.28"	275.00'	28.44'	28.42'	N.87°00'29"W.
C-2 (D)(P)	0°54'9.15"	275.00'	27.94'	27.93'	N.86°04'29"W.
C-3 (F)	0°6'18.13"	325.00'	35.76'	35.74'	S.86°50'30"E.
C-3 (D)(P)	0°6'17.55"	325.00'	35.73'	35.71'	S.85°50'10"E.
C-4 (F)	18°41'51"	1012.50'	330.41'	328.95'	S.17°43'23"W.
C-4 (D)(P)	18°41'43"	1012.50'	330.37'	328.91'	S.18°41'44"W.
C-5 (F)	27°04'06"	154.50'	72.99'	72.31'	S.13°38'50"W.
C-5 (D)(P)	27°01'43"	154.50'	72.88'	72.21'	S.14°31'44"W.

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

SHEET 1 OF 3

ONE IS NOT COMPLETE WITHOUT THE OTHERS

SEE SHEET 2 OF 3 FOR TOPOGRAPHIC INFORMATION

SEE SHEET 3 OF 3 FOR TREE SURVEY

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LINE TABLE		LINE TABLE	
LINE	BEARING & DISTANCE	LINE	BEARING & DISTANCE
L-1	N.89°56'50"E. 85.50' (F)	L-6	N.89°55'23"W. 87.57' (F)
	N.88°59'07"E. 85.50' (D)&(P)		N.88°59'07"W. 88.14' (D)&(P)
L-2	S.04°52'19"W. 60.27' (F)	L-7	S.08°59'15"W. 50.15' (F)
	S.05°46'42"W. 60.21' (D)&(P)		S.09°56'14"W. 50.06' (D)&(P)
L-3	N.01°44'31"W. 4.97' (F)	L-8	S.89°55'23"E. 57.15' (F)
	N.01°00'53"E. 5.00' (D)		S.88°59'07"E. 57.15' (D)&(P)
	N.00°44'35"W. 5.09' (L)	L-9	S.27°12'36"W. 60.70' (F)
L-4	N.88°22'19"E. 9.89' (F)		S.28°02'36"W. 60.73' (D)&(P)
	N.89°19'56"E. 10.00' (D)	L-10	S.00°04'10"W. 189.27' (F)
L-5	S.00°03'52"W. 115.81' (F)		S.01°00'53"W. 189.27' (D)&(P)
	S.01°00'53"W. 115.79' (D)&(P)		

NOTES:

- DATE OF FIELD SURVEY: APRIL 3, 2019
- SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
- UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
- PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
- BEARINGS AND STATE PLANE COORDINATES DEPICTED HEREON ARE GRID, NORTH FLORIDA ZONE, NAD-83 (CORS96) EPOCH:2002.0000, BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK AND REFERENCED TO THE WEST BOUNDARY OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, AS BEING N.00°08'03"E.
- VERTICAL DATUM BASED ON NATIONAL GEODETIC SURVEY CONTROL POINT 175 D1 WITH AN ELEVATION OF 102.24', NAVD-83.
- ORIENTATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
- ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY DEPICTS THE PROPERTY AS IT EXISTED ON THE SURVEY DATE, NOT NECESSARILY THE SIGNATURE DATE.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

R.M. BARRINEAU
AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
CORPORATE OFFICE: 1000 S. PALM BLVD., SUITE 100, PALM BEACH, FLORIDA 33481
PHONE (561) 852-1133 • FAX (561) 852-3883 • WWW.RMBARRINEAU.COM
REGISTRATION: BARRINEAU P.S.M. FOUND#68 - CERTIFICATE OF AUTHORIZATION: LS 6897
TRAVIS P. BARRINEAU P.S.M. - LS

BOUNDARY & TOPOGRAPHIC SURVEY FOR: SAYED MOUKHTARA

REFERENCES:
F.B. 624, PGS. 20-26

J.O.# 19013

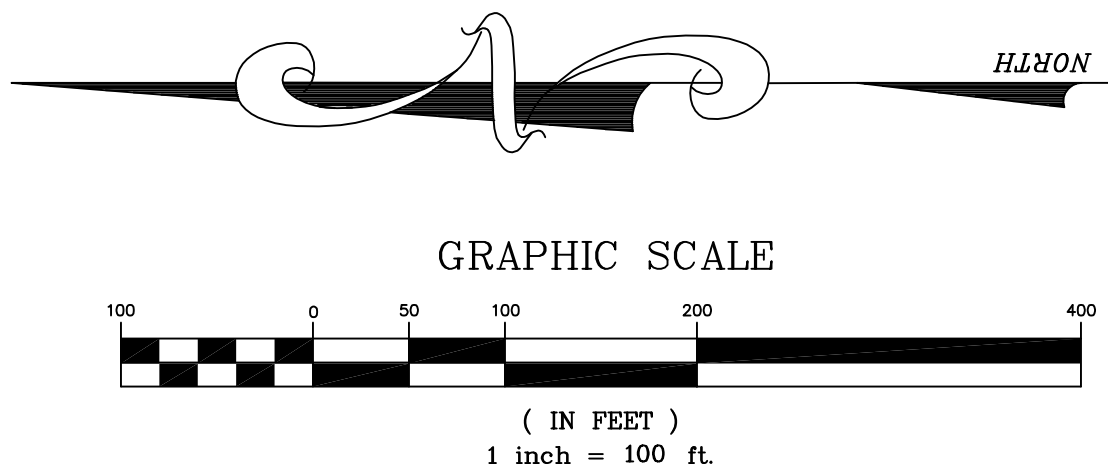
DWG.# 19013 R2

SHT 1 OF 3

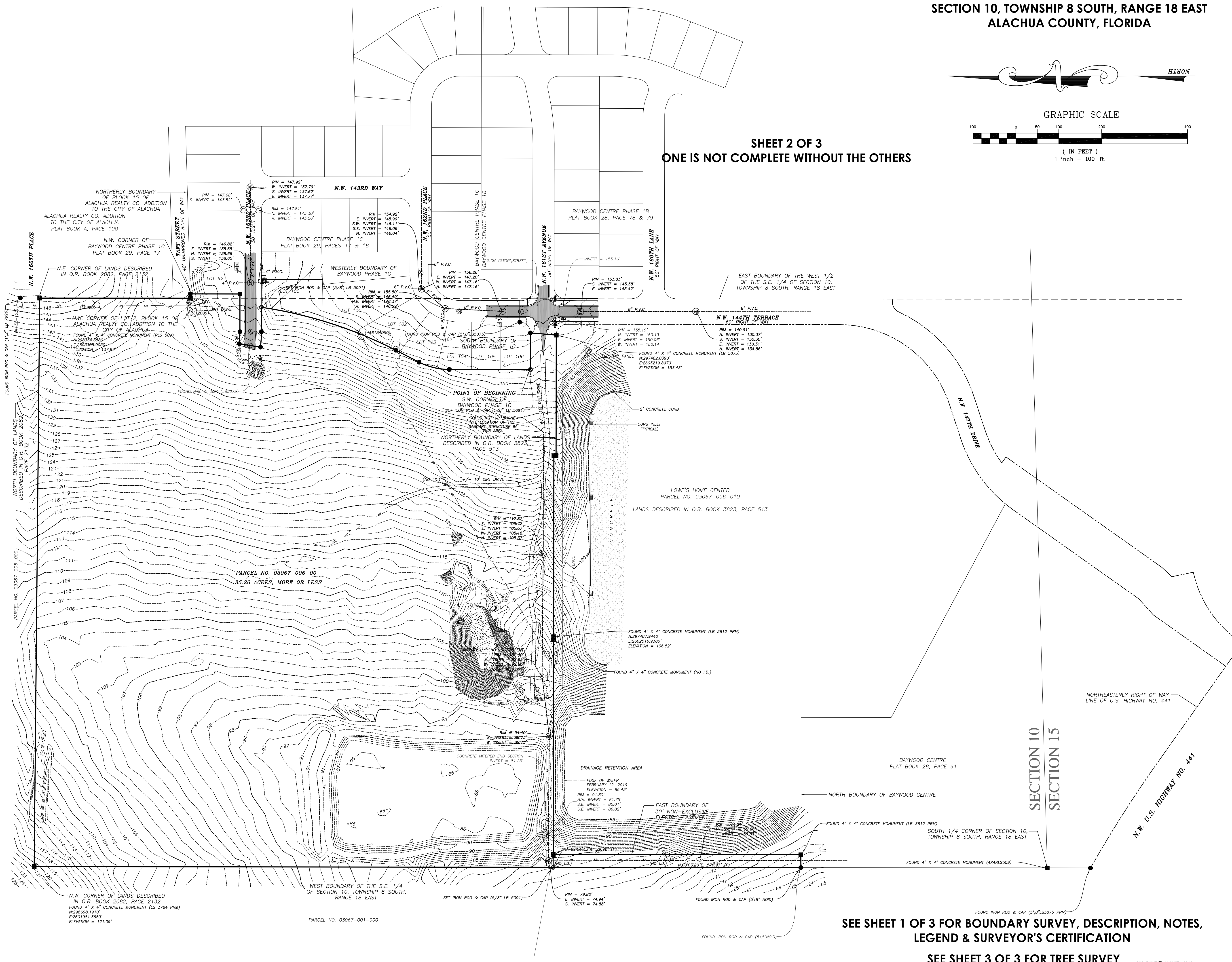
NO.	REVISIONS	BY	DATE
2	ADD "AS SURVEYED" DESC. INCL 30' STRIP	KLJ	9/4/19

DRAWN:	K.L.J.
REVISED:	
REVISED:	
CHECKED:	T.P.B.
APPROVED:	T.P.B.
SCALE:	1" = 100'

SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST
ALACHUA COUNTY, FLORIDA



SHEET 2 OF 3
ONE IS NOT COMPLETE WITHOUT THE OTHERS



SEE SHEET 1 OF 3 FOR BOUNDARY SURVEY, DESCRIPTION, NOTES,
LEGEND & SURVEYOR'S CERTIFICATION

SEE SHEET 3 OF 3 FOR TREE SURVEY

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AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
FLORIDA LICENSE NO. 15833
PHONE (352) 692-5133 • FAX (352) 388-3771 • www.rmbarneau.com
REGINALD A. BARRINEAU P.S.M. FOUNDING • CERTIFICATE OF AUTHORIZATION NO. LB 0001
TRAVIS F. BARRINEAU P.S.M. - LB 8807

BOUNDARY & TOPOGRAPHIC
SURVEY FOR:
SAYED MOUKHTARA

REFERENCES:
F.B.: 624, PGS. 20-26

J.O.# 19013
DWG.# 19013R2
SHT 2 OF 3

NO.	REVISIONS	BY	DATE
2	ADD "AS SURVEYED" DESC. INCL. 30' STRIP	KLJ	9/4/19

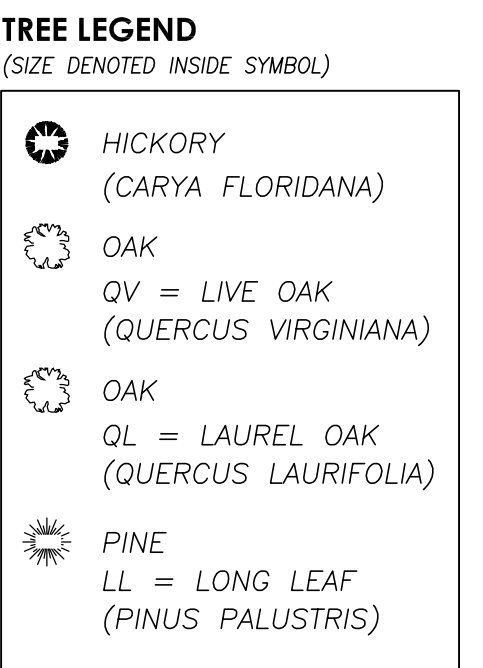
DRAWN:	K.L.J.
REVISED:	
CHECKED:	T.P.B.
APPROVED:	T.P.B.
SCALE:	1" = 100'

HLMSON

GRAPHIC SCALE

A horizontal scale bar with alternating black and white segments. The segments are labeled with numbers: 100, 0, 50, 100, 200, and 400. The first 100-foot segment is divided into four 25-foot sub-segments.

(IN FEET)
1 inch = 100 ft.



BOUNDARY & TOPOGRAPHIC SURVEY FOR: SAYED MOUKHTARA

<u>REFERENCES:</u> F.B. 624, PGS. 20-26	FILE: 10-8-18
J.O.# 19013	
DWG.# 19013R2	
SHT 3 OF 3	

DRAWN:	K.L.J.		
REVISED:			
CHECKED:			
APPROVED:	T.P.B.		
SCALE:	1" = 100'		
		NO.	REVISIONS
		2	ADD "AS SURVEYED" DESC. INCL 30' STRIP
			KLJ
			DATE
			9/4/19

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City of Alachua

Planning & Community Development Department Staff Report

Planning & Zoning Board Hearing Date: Quasi-Judicial Hearing

March 10, 2020

SUBJECT:	A request for consideration of the preliminary plat of Tara Baywood which proposes the subdivision of a ±35.26 acre subject property into a total of 211 townhouse lots, with associated rights-of-way and common areas
APPLICANT/AGENT:	Chistopher Gmuer, P.E., of Gmuer Engineering, LLC
PROPERTY OWNER:	Alachua Development Co, LLC
PARCEL ID NUMBER:	03067-006-000
FLUM DESIGNATION:	Medium Density Residential
ZONING:	Residential Single Family – 6 (RSF-6)
OVERLAY:	N/A
ACREAGE:	±35.26
PROJECT PLANNER:	Adam Hall, AICP
RECOMMENDATION:	Staff recommends that the Planning & Zoning Board transmit the preliminary plat of Tara Baywood to the City Commission with a recommendation to approve subject to the five (5) conditions provided in Exhibit “A” and located on page 20 of the Staff Report.
RECOMMENDED MOTION:	<i>Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff’s recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and transmits the Preliminary Plat of Tara Baywood to the City Commission, with a recommendation to approve, subject to the five (5) conditions provided in Exhibit “A” and located on page 21 of the Staff Report.</i>

SUMMARY & BACKGROUND

This application is a request by Christopher Gmuer, P.E., of Gmuer Engineering, LLC., applicant and agent for Alachua Development Co, LLC., property owner, for consideration of the preliminary plat of Tara Baywood, which proposes the subdivision of the ±35.26 acre subject property into a total of 211 lots, with associated right-of-way and common areas. The preliminary plat indicates the development will be constructed in 4 (four) phases, with the first phase consisting of 65 lots. The first phase is proposed to connect to an extension of NW 161st Ave, west of the intersection of NW 147th Drive. The application also proposes a secondary connection to NW 163rd Place. A separate, but related application (Tara Forest East preliminary plat) for 340 single family lots is proposed to be located north of the Tara Baywood property. The Tara Forest East preliminary plat application was heard before the Planning and Zoning Board on February 11, 2020; a public hearing before the City Commission is scheduled for March 9, 2020. Tara Forest East and Tara Baywood would interconnect in three locations. Tara Forest East includes a connection to CR 241 and a pedestrian access to NW 166th Place.

The subject property consists of Parcel Number 03067-006-006, and is located north of Lowe's Home Improvement, west of the existing Baywood subdivision, and south of the proposed Tara Forest East subdivision.

The proposed Tara Baywood subdivision would consist of townhouse lots approximately 2,000 square feet (0.05 acre) in size, with a majority of lots being 20' wide by 100' deep. The preliminary plat proposes a series of common areas along the northern and eastern property boundaries that are 15' wide. A 6' privacy fence is proposed to be installed and maintained along the northern and eastern property boundary.

Development within the proposed subdivision would connect to potable water and wastewater facilities. Stormwater for the proposed development would be conveyed to and treated by two stormwater retention areas. 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. Because of the proximity and relatedness of the proposed Tara Forest East preliminary plat, supplemental impact analysis tables have been provided showing the impacts of both projects.

While no Level of Service standard will be degraded as a result of this application or the proposed Tara Forest East preliminary plat application, there are potential offsite impacts associated with traffic that have been specifically analyzed and reviewed as a part of this preliminary plat application. Based on the potential impacts, conditions related to traffic and transportation are proposed to mitigate any negative impacts that may occur in the future. These include future traffic studies to analyze the intersection of SR235 and US 441 as the development builds out. Additionally, the applicant will be required to coordinate with the Florida Department of Transportation to "optimize" the traffic signal at the intersection NW 147th Drive and US 441.

Section 2.4.10(G)(2) of the City's Land Development Regulations (LDRs) establishes the requirements for a preliminary plat. An analysis of the application's compliance with the applicable standards of this section has been provided within this report.

SURROUNDING USES

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

Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Proposed Tara Forest East Subdivision	Moderate Density Residential	Residential Single Family - 3 ("RSF-3")
South	Lowe's Home Improvement	Commercial	Commercial Intensive ("CI")
West	Vacant Residential and Commercial Lands	Moderate Density Residential and Commercial	Residential Single Family- 4 ("RSF-4") and Commercial Intensive ("CI")
East	Baywood Subdivision/ Alachua Realty Co Addition to Alachua	Medium Density Residential	Residential Single Family - 6 ("RSF-6")

Map 1. Vicinity Map

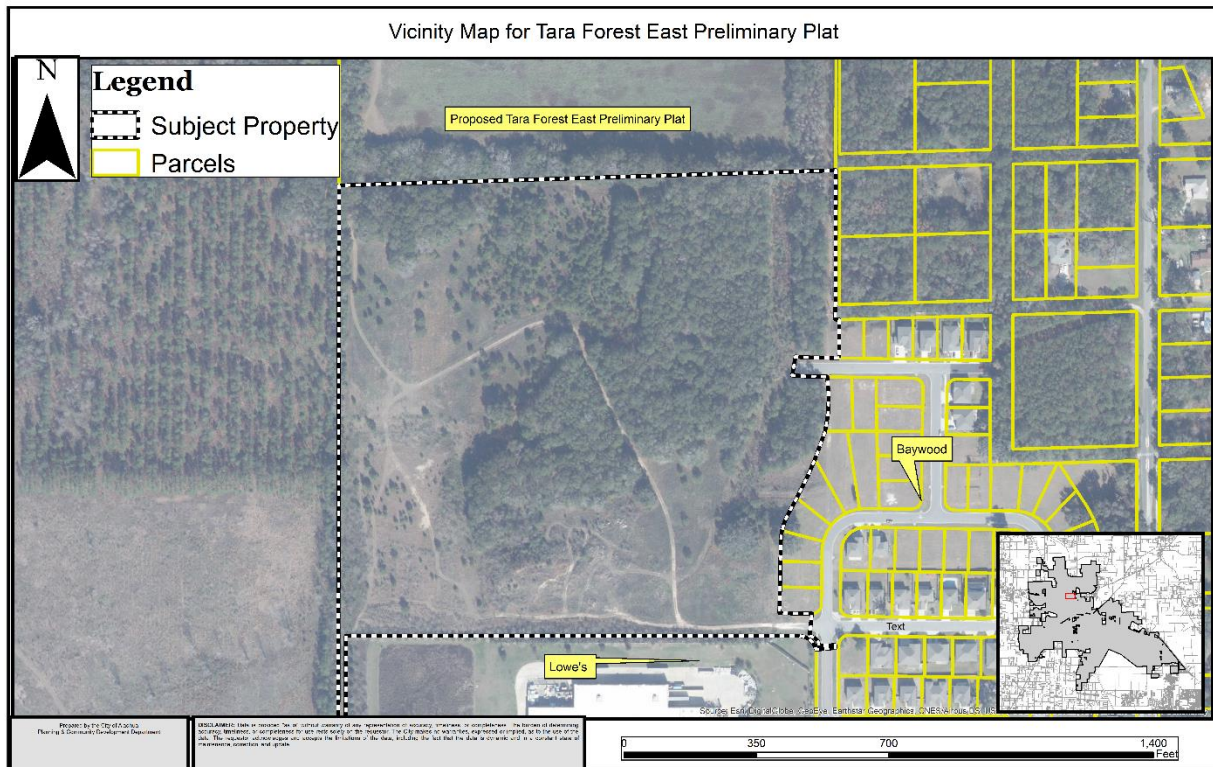


Illustration 1. Overall Site Plan for Tara Baywood Preliminary Plat



NEIGHBORHOOD MEETING

The purpose of a Neighborhood Meeting is to educate the owners of nearby land and any other interested members of the public about the project and to receive comments regarding the project.

A Neighborhood Meeting was held on Friday, September 20, 2019, at the intersection of NW 161st Ave and NW 147th Drive (approximate location of proposed entrance to Tara Forest East), to educate the owners of nearby land and any other interested members of the public about the application. As required by Section 2.2.4 of the LDRs, all property owners within 400 feet of the subject property and any organizations or persons who have registered to receive notification of applications for development were notified of the meeting. In addition, a notice of the meeting was published in a newspaper of general circulation. The applicant's agent was present and available to answer questions. As evidenced by materials submitted by the applicant, the meeting was attended by eight (8) members of the public. A summary of the discussion which occurred at the Neighborhood Meeting has been provided by the applicant and is included within the application materials.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Future Land Use Element

GOAL 1: Future Land Use Map 2025:

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

Objective 1.2: Residential

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

Policy 1.2.b: Medium density residential (4 to 8 dwelling units per acre):
The medium density residential land use category allows residential development at a density of 4 dwelling units per acre to 8 dwelling units per acre, as well as small-scale neighborhood commercial and mixed use developments. The following uses are allowed in the medium density land use category:

1. Single family, conventional dwelling units and single family, attached 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. Apartments and townhomes;
7. Live/work units;
8. Residential Planned Unit Developments;
9. Traditional Mixed-use Neighborhood Planned Developments;
10. Supporting community services, such as schools, houses of worship, parks, and community centers

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

- Objective 5.1: Natural features: The City shall coordinate Future Land Use designations with appropriate topography, soils, areas of seasonal flooding, wetlands and habitat during review of proposed amendments to the Future Land Use Map and the development review process. Natural features may be included as amenities within a development project.
- Policy 5.1.a: Topography: The City shall protect the natural topography of the City, including steep and seepage slopes, by requiring new development to include techniques to minimize negative impacts on the natural terrain. An emphasis will be placed on retaining the natural function of seepage slopes during development. Additionally, retention of existing native vegetation will be encouraged as one method of protecting slopes.
- Policy 5.1.b: Soils: The City shall ensure soil protection and intervention measures are included in the development review process.
- Policy 5.1.c: Flood prone areas: The City shall require as part of the development review process the identification of FEMA flood zone areas. Where necessary, base flood elevations and minimum finished floor elevations shall be established. The City shall also require finished floor elevations on subdivision plats, site plans and building permit plans when necessary to determine compliance with flood prone area regulations. The City shall establish standards for a limitation on filling in flood prone areas.
- Policy 5.1.d: Wetlands: The City shall utilize statewide wetland delineation methodology in accordance with Florida Administrative Code (FAC) and regulations adopted by the FDEP and the Suwannee River Water Management District.
- Policy 5.1.e: Habitat: The City shall require as part of the development review process, an inventory of listed species for all new developments in areas identified as known habitat for listed species if listed species are known to exist in close proximity to the development. The survey shall include detailed information regarding type, quantity, location, and habitat requirements for any listed species identified. A de minimus threshold for properties required to complete the inventory shall be established in the City's Land Development Regulations.

Analysis of Consistency with Objective 5.1 and Policies 5.1.a – e: Based on the assessment provided by the applicant, there are no significant environmental resources that would limit or impact development. As a condition of approval, the applicant will be required to provide a 100% gopher tortoise with submission of a final plat.

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

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

GOAL 9: Water and Wastewater Service:

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

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

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

Housing Element

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

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

Recreation Element

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

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

Transportation Element

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

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

Community Facilities & Natural Groundwater Aquifer Recharge Element

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

1. A gravity wastewater system, wastewater pumping station, or force main exists within $\frac{1}{4}$ mile of the property line of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and the gravity wastewater system, wastewater pumping station, or force main can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

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

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

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

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

- Policy 4.1.b: The City shall establish a Community Potable Water Service Area, which includes all areas where potable water service is available. Water service shall be deemed available if:
1. A water main exists within $\frac{1}{4}$ mile of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

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

Conservation and Open Space Element

OBJECTIVE 1.3: Listed Species

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

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

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

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

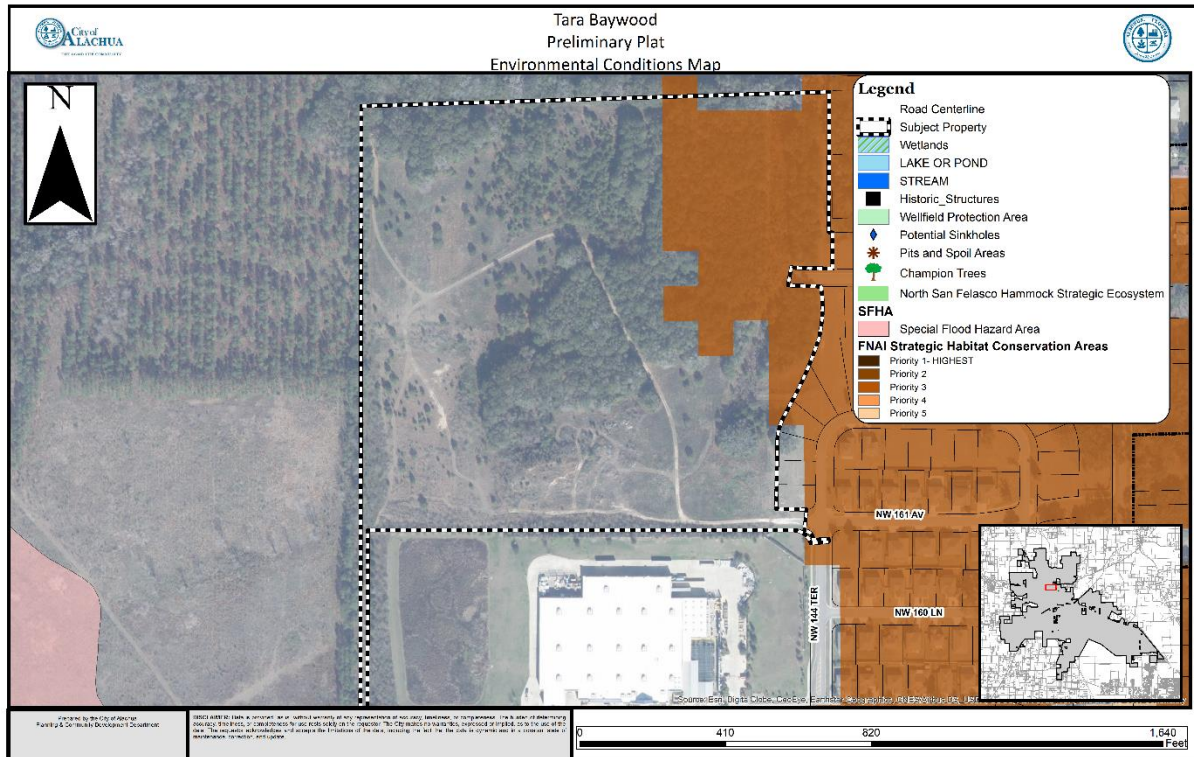
Policy 1.3.d: The City shall require prior to development approval, an inventory of listed species for all new developments in areas identified as known habitat for listed species. The inventory shall include detailed information regarding type, quantity, and location and habitat requirements for any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

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

Analysis of Consistency with Objective 1.3 and Policies 1.3.a – e: Based on the assessment provided by the applicant, there are no significant environmental resources that would limit or impact development. As a condition of approval, the applicant will be required to provide a 100% gopher tortoise with submission of a final plat.

ENVIRONMENTAL CONDITIONS & SITE SUITABILITY ANALYSIS

Map 2. Environmental Features



Wetlands

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

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

Strategic Ecosystems

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

Evaluation: The subject property is not located within 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

Based on the environmental assessment provided by the applicant, there are no significant environmental resources that would limit or impact development.

Evaluation: Based on the assessment provided by the applicant, there are no significant environmental resources that would limit or impact development. As a condition of approval, the applicant will be required to provide a 100% gopher tortoise with submission of a final plat.

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.

Soil Type	Hydrologic Group	Drainage Class	Dwellings without basements	% of Subject Property (may not total to 100% due to rounding)
Arredondo fine sand, 0 to 5% slopes	A	Well drained	Not limited	3.0%
Fort Meade fine sand, 0 to 5 percent slopes	A	Well drained	Not limited	27.8%
Millhopper sand, 0 to 5 percent slopes	A	Moderately well drained	Not Limited	1.5%
Kendrick Sand, 2 to 5 percent slopes	B	Well drained	Not Limited	26.6%
Lochloosa fine sand, 2 to 5 percent slopes	A	Somewhat poorly drained	Not limited	1.5%
Lochloosa fine sand, 5 to 8 percent slopes	B	Somewhat poorly drained	Not limited	21.6%
Kendrick sand, 5 to 8 percent slopes	B	Well drained	Not limited	6.0%
Norfolk loamy fine sand, 5 to 8 percent slopes	B	Well drained	Not limited	12.0%

Evaluation: The soil types located within the site do not pose any significant limitations for residential dwellings. Therefore, there are no issues related to soil suitability. Any future development would require that any soil limitations be addressed at the time of development.

Flood Potential

Panels 120D and 140D of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated June 16, 2006, indicates that the subject property contains areas with Flood Zone "X" designations (areas determined to be outside of the 500-year floodplain).

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

Karst-Sensitive Features

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

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

Wellfield Protection Zone

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

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

Historic Structures and Markers

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

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

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

SECTION 2.4.10(G) (2) (E), PRELIMINARY PLAT STANDARDS

Section 2.4.10(G) (2) (E) of the City's Land Development Regulations (LDRs) establishes the standards with which all major subdivision preliminary plats must be found to be compliant. The application has been reviewed for compliance with the standards of Section 2.4.10(G) (2) (e.) An evaluation and findings of the application's compliance with the applicable standards of Section 2.4.10(G)(2) is provided below.

2.4.10(G) (2) (E) Subdivision preliminary plat standards. A subdivision preliminary plat shall be approved upon a finding the application complies with the standards in Article 7, Subdivision Standards, all other relevant provisions of these LDRs, and all other relevant City ordinances and regulations.

Evaluation & Findings: The application has been reviewed for and is found to be in compliance with the applicable standards of Article 7, Subdivision Standards, including standards related to block length, lot arrangement, dimensions and design, and street arrangement.

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 211 townhouse units. Further, staff has provided an analysis including the separate, but related Tara Forest East preliminary plat which proposes the construction of 340 single family residential dwelling units on property north of the property subject to this application.

At present, the impacts which would be generated by the proposed development (Tara Baywood) and the related development (Tara Forest East) are acceptable and are not anticipated to degrade the Level of Service (LOS) of any public facility. Facility capacity will be re-evaluated at the time of the review of the final plat, which serves as the final development order. Facility capacity must be available to support the proposed development prior to the issuance of a final development order.

Table 3. Affected Comprehensive Plan Roadway Segments¹

Segment Number ^{2, 3}	Segment Description	Lanes	Functional Classification	Area Type	LOS
5 (107/4107)	US Hwy 441 (from SR235 to NCL)	4D	Principle Arterial	Urban Trans	D
9 (109/4109)	SR 235 (from US 441 to NCL)	2U	Major Collector	Comm	D
8 (108/8)	SR235 (from 235/241 Intersection to US 441)	2U	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 ½ 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 Generation¹

	Land Use	AADT (Enter/Exit)	AM Peak Hour (Enter/Exit)	PM Peak Hour (Enter/Exit)
Tara Forest East - Single Family Detached Dwelling units (340)	Single- Family, Detached ² (ITE Code 230)	3,206 (1,603/1,603)	246 (42/204)	329 (220/109)
Tara Baywood – Townhouse Dwelling Units (211 units)	Multi-Family Housing (Low-Rise) ³ (ITE Code 220)	1,570 (785/785)	98	116
	Total	4,776 (2,388/2,388)	344	445

¹ Source: ITE Trip Generation, 10th Edition.
² Formulas: AADT – 9.44 trips per dwelling unit x 340 dwelling units (50% entering/50% exiting); AM Peak Hour – 0.74 trips per dwelling unit x 340 dwelling units (17% entering/83% exiting); PM Peak Hour – .99 trips per dwelling unit x 340 dwelling units (67% entering/33% exiting).
³ Formulas: AADT – 9.44 trips per dwelling unit x 211 dwelling units (50% entering/50% exiting); AM Peak Hour – 0.74 trips per dwelling unit x 211 dwelling units (17% entering/83% exiting); PM Peak Hour – .99 trips per dwelling unit x 211 dwelling units (67% entering/33% exiting).

Table 5a. Potential Impact on Affected Comprehensive Plan Roadway Segments (Tara Baywood)

Traffic System Category	US Hwy 441 (from SR235 to NCL) ¹
Maximum Service Volume ²	39,000
Existing Traffic ³	25,926
Reserved Trips ⁴	3,637
Available Capacity ⁴	9,437
Potential Impact Generated by Proposed Preliminary Plat ⁵	1,570
Residual Capacity after Proposed Preliminary Plat⁶	7,867
PM Peak Hour Traffic Analysis	US Hwy 441 (from SR235 to NCL) ¹
Maximum Service Volume ²	3,510
Existing Traffic ³	2,463
Reserved Trips ⁴	383
Available Capacity ⁴	664
Potential Impact Generated by Proposed Preliminary Plat ⁵	116
Residual Capacity after Proposed Preliminary Plat⁶	548
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 Source: FDOT 2018 Quality/Level of Service Handbook, Generalized Annual Average Daily Volumes and Generalized Peak Hour Two-Way Volumes for Areas Transitioning to Urbanized Areas or Areas of 5,000 Not in Urbanized Areas. ³ Florida State Highway System Level of Service Report 2016, Florida Department of Transportation, District Two (published August 2017). ⁴ Source: City of Alachua January 2020 Development Monitoring Report. ⁵ Trip Assignment: US 441 (from SR 235 to NCL): 100% The application is for a Preliminary Development Order. Facility capacity and concurrency will not be reserved.	

Table 5b. Potential Impact on Affected Comprehensive Plan Roadway Segments (Tara Baywood & Tara Forest East)

Traffic System Category	SR 235 (from US 441 to NCL) ¹	US Hwy 441 (from SR235 to NCL) ¹	SR 235 (from US 441 to NCL) ¹
Maximum Service Volume ²	14,400	39,000	14,400
Existing Traffic ³	7,537	25,926	1,305
Reserved Trips ⁴	32	3,637	152
Available Capacity ⁴	6,831	9,437	3,943
Potential Impact Generated by Proposed Preliminary Plat ⁵	1,910	2,865	1,277
Residual Capacity after Proposed Preliminary Plat⁶	5,574	7,513	2,666
PM Peak Hour Traffic Analysis	SR 235 (from US 441 to NCL) ¹	US Hwy 441 (from SR235 to NCL) ¹	SR 235 (from US 441 to NCL) ¹
Maximum Service Volume ²	1,290	3,510	1,290
Existing Traffic ³	716	2,463	979
Reserved Trips ⁴	2	383	40
Available Capacity ⁴	572	664	271
Potential Impact Generated by Proposed Preliminary Plat ⁵	178	267	119
Residual Capacity after Proposed Preliminary Plat⁶	394	397	152
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 Source: FDOT 2018 Quality/Level of Service Handbook, Generalized Annual Average Daily Volumes and Generalized Peak Hour Two-Way Volumes for Areas Transitioning to Urbanized Areas or Areas of 5,000 Not in Urbanized Areas. ³ Florida State Highway System Level of Service Report 2016, Florida Department of Transportation, District Two (published August 2017). ⁴ Source: City of Alachua January 2020 Development Monitoring Report. ⁵ Trip Assignment: US 441 (from SR 235 to NCL): 60%; SR 235 (from US 441 to NCL): 39.2%; CR 241 to NCL: 0.8%. ⁶ The application is for a Preliminary Development Order. Facility capacity and concurrency will not be reserved.			

Evaluation: It is anticipated that the proposed development application will not adversely affect the Level of Service (“LOS”) for the affected roadway segments, and the potential impact of 211 townhouses is therefore acceptable. This analysis is based on the maximum development potential of 211 townhouses. Concurrency and impacts to the City’s transportation network will be reevaluated at construction plan and Final Plat stage.

While no Level of Service standard will be degraded as a result of this application, there are potential offsite impacts associated with traffic that have been specifically analyzed and reviewed as a part of this preliminary plat application. Based on the potential impacts, conditions related to traffic and transportation are proposed to mitigate any negative impacts that may occur in the future. These include future traffic studies to analyze the intersection of CR241 and SR235 and the intersection of SR235 and US 441 as the development builds out. Additionally, the applicant will be required to coordinate with the Florida Department of Transportation to “optimize” the traffic signal at the intersection NW 147th Drive and US 441.

Potable Water Impacts

Table 6a. Potable Water Impacts (Tara Baywood)

System Category	Gallons Per Day
Current Permitted Capacity*	2,300,000
Less Actual Potable Water Flows*	1,295,603
Reserved Capacity*	135,767
Potential Potable Water Demand from Proposed Application **	58,025
Residual Capacity	775,130
Percentage of Permitted Design Capacity Utilized	66.30%
Sources: * City of Alachua January 2020 Development Monitoring Report **City of Alachua Comprehensive Plan Potable Water Level of Service of 275 gallons/du/ day	

Table 6. Potable Water Impacts (Tara Baywood & Tara Forest East)

System Category	Gallons Per Day
Current Permitted Capacity*	2,300,000
Less Actual Potable Water Flows*	1,295,603
Reserved Capacity*	135,767
Potential Potable Water Demand from Proposed Application **	151,525
Residual Capacity	717,105
Percentage of Permitted Design Capacity Utilized	68.82%
Sources: * City of Alachua January 2020 Development Monitoring Report **City of Alachua Comprehensive Plan Potable Water Level of Service of 275 gallons/du/ day	

Evaluation: The proposed development application would increase the maximum potential demand from the development of the subject property by 58,025 gallons per day; the combined impact of the Tara Forest East and Tara Baywood projects would increase the maximum potential demand by 151,525 gallons per day. This analysis is based on the maximum development potential of 551 residential dwellings that would be permitted by the proposed preliminary plat. Concurrency and impacts to the City's utility systems will be reevaluated at construction plan and Final Plat stage. It is anticipated that the proposed development application will not adversely affect the Level of Service ("LOS") for potable water facilities, and the impacts are therefore acceptable.

Sanitary Sewer Impacts

Table 7a. Sanitary Sewer Impacts (Tara Baywood)

System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity*	1,500,000
Less Actual Treatment Plant Flows*	729,000
Reserved Capacity*	127,878
Projected Potential Wastewater Demand from Proposed Application **	52,750
Residual Capacity	558,122
Percentage of Permitted Design Capacity Utilized	62.79%
Sources: * City of Alachua January 2020 Development Monitoring Report **City of Alachua Comprehensive Plan Potable Water Level of Service of 250 gallons/du/ day	

Table 7b. Sanitary Sewer Impacts (Tara Baywood and Tara Forest East)

System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity*	1,500,000
Less Actual Treatment Plant Flows*	729,000
Reserved Capacity*	127,878
Projected Potential Wastewater Demand from Proposed Application **	137,750
Residual Capacity	558,122
Percentage of Permitted Design Capacity Utilized	62.79%
<i>Sources:</i> <i>* City of Alachua January 2020 Development Monitoring Report</i> <i>**City of Alachua Comprehensive Plan Potable Water Level of Service of 250 gallons/du/ day</i>	

Evaluation: The proposed development application would increase the maximum potential demand from the development of the subject property by 52,750 gallons per day; the combined impact of the Tara Forest East and Tara Baywood projects would increase the maximum potential demand by 137,750 gallons per day. This analysis is based on the maximum development potential of 551 residential dwellings that would be permitted by the proposed preliminary plat. Concurrency and impacts to the City's utility systems will be reevaluated at the construction plan and final plat review stage. It is anticipated that the proposed development application 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	50.78
Reserved Capacity ¹	2.22
Potential Demand Generated by Development ³	2.47
Residual Recreational Capacity After Impacts	80.01
<i>Sources:</i> ¹ City of Alachua January 2020 Development Monitoring Report. ² University of Florida, Bureau of Economic & Business Research, <i>Estimates of Population by County and City in Florida, April 1, 2018;</i> Policy 1.2.b, Recreation Element (Formula: 10,155 persons / [5 acres/1,000 persons]) ³ US Census Bureau; Policy 1.2.b, Recreation Element (Formula: 2.34 persons per dwelling x 211 dwellings / [5 acres/1,000 persons])	

Table 8b. Improved Passive Park Space Analysis

Minimum Improved Passive Park Space Required to Serve Existing Population & Reserved Capacity ¹	10.60 acres
Acreage Required to Serve Demand Generated by Development ²	0.49 acres
Total Area Required to Serve Existing Population, Reserved Capacity, & Demand Generated by Development	11.09 acres
Existing Improved Passive Park Space ¹	34.82 acres
Improved, Passive Park Space Utilized by Existing Population, Reserved Capacity, & Demand Generated by Development³	31.85%

- 1 Source: City of Alachua January 2020 Development Monitoring Report.
 2 Formula: Recreation Demand Generated by Development (3.98 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 development application would increase the maximum potential demand from the development of the subject property acres by 2.47 acres, and for passive park space by 0.49 acres. Concurrency and impacts to the City's recreation system will be reevaluated at the construction plan and final plat stage. It is anticipated that the proposed development application 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	40,620.00	7,413.15
Reserved Capacity ²	9,324.03	1,701.64
Projected Solid Waste Demand from Application ³	1,974.96	360.43
New River Solid Waste Facility Capacity⁴	50 years	
Sources: 1 University of Florida, Bureau of Economic & Business Research, Estimates of Population by County and City in Florida, April 1, 2018; Policy 2.1.a, CFNGAR Element (Formula: 10,155 persons x 0.73 tons per year) 2 City of Alachua January 2020 Development Monitoring Report 3 Policy 2.1.a, CFNGAR Element (Formula: 2.34 persons per dwelling x 211 dwellings x 0.73 tons per year) 4 New River Solid Waste Facility, April 2019		

Evaluation: The proposed development application would increase the maximum potential demand from the development of the subject property by approximately 360 tons per year. Concurrency and impacts to the solid waste system will be reevaluated at the construction plan and final plat review stage. It is anticipated that the proposed development application will not adversely affect the Level of Service ("LOS") of solid waste facilities; therefore, the impacts are acceptable.

Public School Impact

A School Capacity Review was submitted to the School Board of Alachua County (SBAC) in accordance with the City's Comprehensive Plan, specifically Policies 1.1.b, 1.1.c, 1.1.e, and 1.1.f of the Public School Facilities Element, a preliminary request for determination of adequate capacity for the Tara Baywood development was submitted to the School Board of Alachua County on February 13, 2020. At this time, staff anticipates that the students generated by the proposed development can be reasonably accommodated for the five, ten, and twenty year planning periods at the elementary, middle, and high school levels.

Upon submittal of a final subdivision plat, the development will be subject to a concurrency review and determination of the availability of school capacity at the time of such review.

EXHIBIT “A”
TO
TARA BAYWOOD
PRELIMINARY PLAT
STAFF REPORT

CONDITIONS:

1. Transportation and Traffic:
 - a. The developer shall coordinate with the Florida Department of Transportation to complete the synchronization(also referred to as optimization) of the signal at NW 147th Drive and US HWY441 with existing traffic signals along 441. A letter from the Florida Department of Transportation certifying completion of the synchronization (optimization) shall be provided prior to the completion of Phase 1, as described in the Preliminary Plat approved by the City Commission on _____(date of approval).
 - b. The developer shall provide, at developer’s expense, a revised traffic impact analysis, for the purpose of reviewing safety and operational impacts, shall be completed before the completion of Phase 3, as described in the Preliminary Plat approved by the City Commission on _____(date of approval). The study shall be coordinated with the Florida Department of Transportation , Alachua County Public Works, and the City of Alachua and shall specifically analyze:
 - i. The intersection of US Highway 441 and SR 235
 - ii. The intersection of NW 147th Drive and US Highway 441
 - c. The developer shall make all improvements required, at Developer’s expense, associated with the proportionate share of any deficiencies identified in the revised traffic impact analysis referenced in Condition 1.b above. These improvements shall be completed before the completion of Phase 4, as described in the Preliminary Plat approved by the City Commission on _____(date of approval).
 - d. Traffic calming measures shall be provided approximately every 500 feet and at connections to existing subdivisions. Traffic calming measures include, but are not limited to traffic islands, speed humps, speed bumps, speed tables, or 4 way controlled intersections.
 - e. If any development on tax parcel 03067-005-000 occurs after any phase of this project (Tara Baywood) project, the construction plans for Tara Baywood shall include T or L turn arounds at the points of interconnection between Parcel Numbers 03067-006-000 and 03067-005-000.
2. A 100% gopher tortoise survey shall be completed for any area subject to development in any final plat submitted for the Tara Baywood project. The survey shall be valid for a period of three years from the date of the survey. The survey shall include a list of all local, state, and federal permits required for relocation of any gopher tortoises encountered on site. Any final plat submitted after the three years has expired shall require a new 100% gopher tortoise survey.
3. Any amendment, extension, or modification to these conditions must be done only in accordance with the procedures and standards established for its original approval.
4. The Final Plat of Phase 1 of the Tara Baywood project, as described in the Preliminary Plat approved by the City Commission on _____ (date of approval) shall be recorded prior to the recording of the Final Plat of Phase 1 for Tara Forest East project.
5. The applicant agrees that Conditions 1, including all subparts, 2, 3 and 4 as stated above do not inordinately burden the land and shall be binding upon the property owner, including any subsequent property owners, successors, or assigns, and that the development shall comply with Conditions 1 through 4 as stated herein.

EXHIBIT “B”

TO

**TARA BAYWOOD
PRELIMINARY PLAT
STAFF REPORT**

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



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

February 20, 2020

Also sent by electronic mail to chrisg@gmuereng.com

Christopher Gmuer, PE
Gmuer Engineering, Inc.
2603 NW 13th Street
Box 314
Gainesville, FL 32609

RE: Notice of Hearing to be Scheduled for Tara Baywood Preliminary Plat and Special Exception

Dear Mr Gmuer:

On February 5, 2020 the City of Alachua received your updated applications for the above referenced projects.

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

You must provide two (2) *double-sided, three-hole punched, color sets* of each **complete** application package, seven (7) full size sets of site plans, and a digital copy of all materials in PDF format on a CD *no later than 10 business days prior to the PZB Meeting at which your application is scheduled to be heard*. The application has been scheduled for the **March 10, 2020** Planning and Zoning Board meeting; therefore, the above referenced materials must be submitted to the City no later than 12 PM on **Tuesday, February 25, 2020**. Materials may be submitted earlier than this date.

Should you have any questions, please feel free to contact me at (386) 418-6100, ext. 108 or via email at ahall@cityofalachua.com.

Sincerely,

Adam Hall, AICP
Planner

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



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

January 28, 2020

Also sent by electronic mail to chrisg@gmuereng.com

Christopher Gmuer, P.E.
Gmuer Engineering, LLC
2603 NW 13th Street
Box 314
Gainesville, FL 32609

**RE: Review No. 2 by Development Review Team (DRT) of:
Tara Baywood Preliminary Plat and Special Exception Permit**

Dear Mr. Gmuer:

The application referenced above has been reviewed by the City's Development Review Team (DRT). Upon review of the application and materials, the following insufficiencies must be addressed. Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **4:00 PM on Wednesday, February, 5 2020**. A total of four (4) copies of the application package, plans, and a CD containing a PDF of all application materials and plans must be provided by this date.

Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved before the item may be scheduled for a public hearing before the City Commission. Please note that if Staff determines that the revised submission requires outside technical review by the City, your application may be delayed in order to allow for adequate review time. If your revised application is received by the date specified above, and if your response adequately addresses the following comments, a hearing before the Planning & Zoning Board (PZB) may be scheduled for **March 10, 2020**.

Deficiencies to be Addressed

**** Unless otherwise noted, references to code sections are to the City of Alachua Land Development Regulations. ****

1. Compliance with Land Development Regulations (LDRs)
 - b. Article 5, Density, Intensity, and Dimensional Standards
 - i. Lot 70 is less than 6,000 square feet. Please revise.
Please review Lots 165 and 166.
2. Miscellaneous/General Issues
 - c. Traffic calming will be required at connection to NW 163rd (speed bumps or speed table).
3. Public Services/ Fire Marshall/ Outside Review
 - b. Applicant must address all comments provided by the Public Services Department in a memo dated January 22, 2020 (attached).
 - c. Applicant must address all comments provided by Daniel Young, P.E., of CHW, Inc. in a memo dated January 27, 2020 (attached).

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

Sincerely,



Adam Hall, AICP
Planner

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



City of Alachua

ADAM BOUKARI
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

INTER-OFFICE COMMUNICATION

DATE: Jan 22, 2020

TO: Kathy Winburn, AICP
Planning & Community Development Director

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

TR 1/22/2020

RE: Tara Baywood - Preliminary Plat – Public Service Comments

Public Services has reviewed the Tara Baywood Preliminary Plat (Jan 16 Submittal) and offer the following comments. Review was specific to the Public Services Utilities.

NO.	COMMENTS
1.	Dec 09 Submittal Comment, Sheet C-032 Roundabouts are NOT to be maintained by the City; annotate on drawing. Jan 16 Submittal Comment, Sheet C-032 Engineer has given sufficient reason NOT to add the above note. Approved.
2.	Dec 09 Submittal Comment, Sheet C-032 This sheet shows detectable warning devices installed at roadway crossings. All detectable warning devices shall be the interlocking paver type. Please submit a detail of this. Jan 16 Submittal Comment, Sheet C-032 Approved
3..	Dec 09 Submittal Comment, Sheet C-033 A 2.5-foot PUE is very narrow. Please increase to 5 feet, presumably to allow access to the water meter.

NO.	COMMENTS
	Jan 16 Submittal Comment, Sheet C-033 Approved
4..	Dec 09 Submittal Comment, Sheet C-300 Suggest that the note "ELECTRIC SYSTEM BEING DESIGNED BY THE UTILITY PROVIDER" be revised to: "AS PART OF THIS PROJECT, ELECTRIC SYSTEM WILL BE DESIGNED BY A PROFESSIONAL ENGINEER. COORDINATE WITH UTILITY PROVIDER." Jan 16 Submittal Comment, Sheet C-300 Approved
5.	Dec 09 Submittal Comment, Sheet C-300 Please add the following note: "Materials and construction for all potable water, wastewater and electrical work shall conform to the requirements of the City of Alachua, Public Services Department, Design and Construction Manual, latest edition." Jan 16 Submittal Comment, Sheet C-300 Approved
5.	Dec 09 Submittal Comment, Sheet C-300 As shown on this sheet, under roadways, water mains are distributed by means of tees and crosses. Tees and crosses are common points of failure. If a failure occurs, CoA will need dig up and then repair the roadway. Roadway traffic will not be possible during the repair. Please rearrange water main piping so tees and crosses are not installed underneath roadways. Jan 16 Submittal Comment, Sheet C-300 Engineer states that this issue was discussed with the Public Services Director, who indicated that installing tees under the roundabouts is acceptable. The reasoning is: If the piping were routed so it crosses under roads not in the roundabout, this would require multiple fittings, which themselves would be points of failure. Please note that City standards require that isolation valves be installed on all three connections to each tee. If these isolation valves are installed under roundabouts or roads, traffic-rated valve covers are required. Alternatively, these valves can be installed just prior the piping going under the roundabout/road. Also, please confirm that each tee and isolation valve will be mechanically restrained. Please submit statement indicating compliance and approach to be taken.

NO.	COMMENTS
END OF COMMENTS	

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

cc: Justin Tabor – AICP Principal Planner

Adam Hall – AICP Planner

Harry Dillard – Lead Engineering Technician

MEMORANDUM

City of Alachua

19-0256.01



To: Mr. Adam Hall, AICP
From: Daniel Young, PE
Date: January 24, 2020
RE: Tara Baywood Preliminary Plat Review No. 2

Below are comments from CHW's review regarding the above mention project dated January 16, 2020

Previous Comments Review No. 1:

1. Response from Applicant's EOR is deferring until construction. Should the project require significant revisions to the stormwater allocation areas, the project will be required to resubmit a preliminary plat. No response needed.
2. Response from Applicant's EOR deferring until construction. Should the project require significant revision due to the providing pre-treatment prior to stormwater pond, the project will be required to resubmit a preliminary plat. No response needed.
3. Applicant's EOR is deferring details of maintenance and drainage rights until construction plan submittal. Please ensure drainage easements are given to the City on stormwater. No response needed.
4. Sheet C-000:
 - Resolved. Please move the NW 147th Drive label south. No response needed.
 - Resolved.
 - Resolved.
 - Resolved.
5. Sheet C-031:
 - Resolved.
 - Resolved.
 - Resolved.
 - Resolved.
6. Sheet C-033:
 - Resolved. Note during the detailing of the construction plans, it would be recommended to add valley gutter between parking and travel lane.
 - Resolved.
 - Resolved.
7. Sheet C-070:
 - Resolved.
8. Sheet C-071:
 - Resolved.
 - Resolved.
 - Resolved.
 - Resolved.
9. Sheet C-072:
 - Resolved.
 - Lot 173 is meeting the minimum 6,000 sf but Lot 166 is now less than the required 6,000 sf. Revise accordingly.
10. Sheet C-300:
 - CHW defers to Public Services.
 - Show watermain easement on Lot 17. What are the excess lines on Lot 125? Revise accordingly. All other points resolved.

- Resolved.
- Resolved.
- Resolved.
- Response from Applicant's EOR is deferring until construction. Should the project require significant revisions to the stormwater allocation areas, the project will be required to resubmit a preliminary plat. No response needed.

New Comments:

1. Sheet C-072:
 - Lot 165 does not meet the minimum 6,000 sf.
2. Sheet C-300:
 - Street NS 1 water main doesn't match up.
 - Show Electric and Water Main Easements on Lot 173.



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

January 13, 2020

Also sent by electronic mail to chrisg@gmuereng.com

Christopher Gmuer, P.E.
Gmuer Engineering, LLC
2603 NW 13th Street
Box 314
Gainesville, FL 32609

**RE: Review by Development Review Team (DRT) of:
Tara Baywood Preliminary Plat and Special Exception Permit**

Dear Mr. Gmuer:

The application referenced above has been reviewed by the City's Development Review Team (DRT). Upon review of the application and materials, the following insufficiencies must be addressed. Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **2:00 PM on Thursday, January 16, 2020**. A total of four (4) copies of the application package, plans, and a CD containing a PDF of all application materials and plans must be provided by this date.

Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved before the item may be scheduled for a public hearing before the City Commission. Please note that if Staff determines that the revised submission requires outside technical review by the City, your application may be delayed in order to allow for adequate review time. If your revised application is received by the date specified above, and if your response adequately addresses the following comments, a hearing before the Planning & Zoning Board (PZB) may be scheduled for February 11, 2020.

Deficiencies to be Addressed

**** Unless otherwise noted, references to code sections are to the City of Alachua Land Development Regulations. ****

1. *Compliance with Land Development Regulations (LDRs)*
 - a. *Article 2, Administration*
 - i. Compliance with Section 2.4.4 (D)(2). Proposed ingress/egress location must be revised in order to provide safe ingress/egress onto the site, especially considering the proposed street will also be accommodating trips from the Tara Forest East project adjacent to this proposed subject property.
 - b. *Article 5, Density, Intensity, and Dimensional Standards*
 - i. Lot 70 is less than 6,000 square feet. Please revise.
 - c. *Article 6, Development Standards*
 - i. Section 6.2.1(D) (4), tree mitigation may be required. At time of Construction Plans submittal, a complete Landscape Plan and Tree Mitigation plan will be required demonstrating compliance with the City's Tree Mitigation requirements.
 - ii. A 15' wide Type "C" landscaping buffer is required between Tara Baywood and properties to the north and east.

- d. *Article 7, Subdivision Standards*
 - i. Section 7.2.5 (D) (1) requires temporary T or L turn at future connections to adjacent properties.
 - ii. Per Section 7.2.5 (D)(2)(a), a notation will be required on final plat indicating that the land use for the temporary T or L shaped cul-de-sac shall be converted to a traffic circle, speed table, or other traffic calming device.
- 2. *Miscellaneous/General Issues*
 - a. Intersection of NW 161st Ave and NW 144th Terr and new N/S road needs to be redesigned to accommodate approximate 3,000 trips per day.
 - b. Traffic calming will be required at connection to NW 163rd (speed bumps or speed table).
 - c. While not reviewed at this time, supplied conceptual lot layout plans appear to exceed the maximum lot coverage of 60% for the RSF-6 district.
 - d. Sheet C-071 Ph Blk 2 dimension labels are overlaid.
 - e. Please provide separate tract for community center/ club house area.
 - f. While not reviewed at this time, please review Use-specific standards found in Section 4.3.1 (A)(3) , especially Section 4.3.1 (A)(3)(e) and (g) (attached).
- 3. *Public Services/ Fire Marshall/ Outside Review*
 - a. Applicant must address all comments provided by the Public Services Department in a memo dated December 19, 2019 (attached).
 - b. Applicant must address all comments provided by Daniel Young, P.E., of CHW, Inc. in a memo dated December 20, 2019 (attached).
- 4. *Proposed Conditions*
 - a. An 8' wide sidewalk to be provided along one side of the NW 161st Ave extension to connect Tara Baywood, Tara Forest East and Baywood subdivisions.
 - b. A 6' fence along east subject property line owned and maintained by HOA.
 - c. A revised traffic impact analysis to be provided prior to issuance of certificate of occupancy for 106th dwelling unit located within Tara Baywood.
 - d. If any fencing is required or provided for the proposed stormwater areas it shall be vinyl, metal, wood or stone. Chainlink and vinyl coated chainlink shall not be used.

USE SPECIFIC STANDARDS EXCERPT

(3) *Multiple-family dwellings, single-family attached dwellings, townhomes, and two- to four-family dwellings.* Multiple-family dwellings, single-family attached dwellings, townhomes, and two- to four-family dwellings shall comply with the following standards:

(a) *Permitted in the CI district as affordable housing.* Single-family attached, townhouse, two- to four-family, or multiple-family dwelling units may be permitted within the CI zone district provided that they are part of a mixed use development, and provided that 50 percent or more of the dwelling units are deed-restricted affordable housing for low-income residents.

(b) *Orientation of buildings to street and open space.* To the maximum extent practicable, be oriented to the street or frame open space.

(c) *Building adjacent to single-family detached development.*

(i) Not allow the height of buildings located within 100 feet of land in a single-family residential district (RSF-1, RSF-3, RSF-4, and RSF-6) exceed two stories.

(ii) Not allow the height of buildings located within 100 feet of an existing single-family attached development to exceed two stories.

(d) *Design features on side facades adjacent to single-family districts or single-family detached development.* When located adjacent to single-family detached development or vacant land in a single-family residential district (RSF-1, RSF-3, RSF-4, and RSF-6), incorporate a minimum of two design features (e.g., bay windows with a minimum 12-inch projection, eaves with a minimum six-inch projection, or multiple windows with minimum four-inch trim) on adjacent side facades.

(e) *Off-street parking for townhouse and multifamily uses.*

(i) Provide a minimum of 50 percent of off-street parking on the side or rear of the building.

(ii) Where off-street parking areas are located adjacent to a public right-of-way, screen them with a completely opaque vegetative screen, fence or wall, a minimum of three feet in height.

(f) *Garages with multifamily buildings.* Design garages with multifamily development as side or rear entry, located on the side or rear of the building, except no side entry garage door shall face an adjacent single-family detached development, or vacant land in a single-family district (RSF-1, RSF-3, RSF-4, and RSF-6).

(g) *Garages with single-family attached, townhomes, and two- to four-family dwellings.* In single-family attached, townhouses and two- to four-family development:

(i) Limit individual garage doors facing a street to no more than ten feet in width per door, with a maximum of two doors facing the street per dwelling, with a minimum separation of two feet between the doors.

(ii) Not allow more than two garage doors be located within a row, and each row be separated from any other garage door facing the street by a distance of ten feet.

(iii) Design detached garages so as to be located at least four feet behind the front facade of the principal structure. (For the purposes of measurement, the front facade will be the front facade plane that is furthest from the front lot line.)

(iv) Design attached garages:

a. To be recessed at least two feet behind the front facade of the living area;

b. Not to extend beyond the facade line of the living area if the garage is at least three feet behind a porch; or

c. Not to extend beyond the living area of the unit if an upper story overhangs the ground floor living area facade by at least two feet.

(h) *Landscaped buffer adjacent to single-family detached development.* Provide a landscaped buffer adjacent to existing single-family detached development a minimum of 15 feet in width along the yard which the single-family detached development abuts.

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

Sincerely,



Adam Hall, AICP
Planner

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

MEMORANDUM

City of Alachua

19-0256.01



To: Mr. Adam Hall, AICP
From: Daniel Young, PE
Date: December 20, 2019
RE: Tara Baywood Preliminary Plat Review

Below are comments from CHW's review regarding the above mention project dated November 26, 2019.

New Comments:

1. Stormwater Report and Exhibits:
 - Show and label proposed stormwater management facilities.
 - Revise/Delete stray label next to the "Post-DA-Center" label.
 - Provide consistence naming conventions across entire project. We were able to track down most of them based on areas, but it is necessary for the naming convention to match everywhere. An example is Post-DA-South, which matched to Post-DA S1 in calculations.
 - Show and label all drainage areas in post development (not just the onsite areas).
 - Revise map to show the Tara Baywood improvements.
 - Revise report write up to include Tara Baywood. Currently it is not clear on whether this project is included in the design. The opening description mentions future townhouse subdivision and the CN calculation does appear to account for "townhouses", so it appears to be accounted for, but it is not clear. Please provide additional clarification to aid in review.
 - Please identify discharge points from each basin similar to the pre-development map.
2. How does the Tara Baywood Project intend to include the required pretreatment to meet the Alachua County requirements? None appears to be shown.
3. Provide how maintenance responsibilities and drainage rights have been coordinated between the two subdivisions.
4. Sheet C-000 Project Information:
 - Revise Project Location to read NW 147th "**Terrace**", not Drive.
 - Project Area does not match Survey (36.37ac. vs. 35.26ac). Please revise all locations (multiples) accordingly.
 - Surveyor information is incorrect. Please revise.
 - Lot Width states min. 40'. Plans show 20' width lot. Revise accordingly.
5. Sheet C-031:
 - Scale is incorrect. Revise accordingly.
 - Crosswalk connects to on-street parking (Western intersection). Revise accordingly. This may occur throughout the subdivision. Please explain how this will be addressed.
 - Crosswalks connect to driveway aprons and not curb ramps (Eastern intersection). Revise accordingly. This may occur throughout the subdivision. Please explain how this will be addressed.
 - Demonstrate how street lightings and trees will be provided where on-street parallel parking is provided.
6. Sheet C-033:
 - Provide cross section that illustrates on-street parking.
 - Clear zone is measured from face of curb, not edge of pavement. Revise accordingly.
 - Water main to street tree dimension does not match what is shown. Revise accordingly.

7. Sheet C-070:
 - It appears that the minimum block length of 300', per Section 7.2.3 (B)(2) has not been provided for Blocks 4 and 5. Please demonstrate how this is provided.
8. Sheet C-071:
 - Please explain why the rear lot setbacks on Block 1, Block 2 and Block 9 are not consistent.
 - Lot 174 requires a side setback of 5' on the south side, where the lot is adjacent to Common Area/Open Space. Revise accordingly.
 - The rear lot dimensions on Block 2 are illegible. Revise accordingly.
 - Lot 70 doesn't meet the minimum 6,000sf requirements. Revise accordingly.
9. Sheet C-072:
 - Lot 158 is missing setbacks. Revise accordingly.
 - Lot 173 doesn't meet the minimum 6,000sf requirements. Revise accordingly.
10. Sheet C-300:
 - It is recommended that all water mains be looped to provide sufficient potable and fire flows. CHW defers to Public Services.
 - Please label and show all easements on plan (i.e. PUEs against to proposed ROW, water main along NW 163rd Place, PUEs on Lot 125, and Lots 142- 157).
 - Label all points of connections to existing utilities.
 - Provide 30' PUE centered on sanitary sewer that is located at the rear of Lots 142-157.
 - For construction plans, please ensure that there is no more than 400' between sewer manholes. No response needed.
 - Provide autoturn path demonstrating that a fire truck can turnaround at the end of NW 162nd Place (park area).

Should the City, Applicant, and/or the EOR have any questions regarding the above comments, please feel free to contact me at 352-331-1976.



City of Alachua

ADAM BOUKARI
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

INTER-OFFICE COMMUNICATION

DATE: Dec 19, 2019

TO: Kathy Winburn, AICP
Planning & Community Development Director

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

TR 12/19/2019

RE: Tara Baywood - Preliminary Plat – Public Service Comments

Public Services has reviewed the Tara Baywood Preliminary Plat (Dec 09 Submittal) and offer the following comments. Review was specific to the Public Services Utilities.

NO.	COMMENTS
1.	Dec 09 Submittal Comment, Sheet C-032 Roundabouts are NOT to be maintained by the City; annotate on drawing.
2.	Dec 09 Submittal Comment, Sheet C-032 This sheet shows detectable warning devices installed at roadway crossings. All detectable warning devices shall be the interlocking paver type. Please submit a detail of this.
3..	Dec 09 Submittal Comment, Sheet C-033 A 2.5-foot PUE is very narrow. Please increase to 5 feet, presumably to allow access to the water meter.
4..	Dec 09 Submittal Comment, Sheet C-300 Suggest that the note "ELECTRIC SYSTEM BEING DESIGNED BY THE UTILITY PROVIDER" be revised to: "AS PART OF THIS PROJECT, ELECTRIC SYSTEM WILL BE DESIGNED BY A

NO.	COMMENTS
	PROFESSIONAL ENGINEER. COORDINATE WITH UTILITY PROVIDER."
5.	Dec 09 Submittal Comment, Sheet C-300 Please add the following note: "Materials and construction for all potable water, wastewater and electrical work shall conform to the requirements of the City of Alachua, Public Services Department, Design and Construction Manual, latest edition."
5.	Dec 09 Submittal Comment, Sheet C-300 As shown on this sheet, under roadways, water mains are distributed by means of tees and crosses. Tees and crosses are common points of failure. If a failure occurs, CoA will need dig up and then repair the roadway. Roadway traffic will not be possible during the repair. Please rearrange water main piping so tees and crosses are not installed underneath roadways.
END OF COMMENTS	

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

cc: Justin Tabor – AICP Principal Planner

Adam Hall – AICP Planner

Harry Dillard – Lead Engineering Technician



City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

December 3, 2019

Also sent by electronic mail to chrisg@gmuereng.com

Christopher Gmuer, P.E.
Gmuer Engineering, LLC
2603 NW 13th Street
Box 314
Gainesville, FL 32609

RE: Completeness Review of Tara Baywood Preliminary Plat and Special Exception Permit Applications

Dear Mr. Gmuer:

On November 26, 2019, the City of Alachua received your applications for the Preliminary Plat and Special Exception Permit for the Tara Baywood project, which proposes to subdivide a ±36.37 acre subject property into a total of 211 lots (consisting of Tax Parcel Number 03067-006-000), with associated common areas, open space, stormwater management facilities, and right-of-way.

According to Section 2.2.6 of the Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning Department has reviewed the aforementioned applications for completeness and finds that the following information is needed to begin review of the applications. Please provide materials addressing the comments below by **5:00 PM on Monday, December 9, 2019.**

In accordance with Section 2.2.6(B) of the LDRs, the applicant must correct the deficiencies and resubmit the application for completeness determination. The time frame and cycle for review shall be based upon the date the application is determined to be complete. If the applicant fails to respond to the identified deficiencies within forty-five (45) calendar days, the application shall be considered withdrawn.

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

In order to provide complete applications, you must address the following:

Submittal Requirements: It appears that the applicant has submitted the application for an informal completeness review. Applications requesting an informal completeness review must submit the application 10 business days prior to the application deadline. The materials were received 1 business day before the application deadline. Therefore, an informal completeness review cannot be provided for the November 2019 application deadline. Submit three (3) additional sets of the

application, all required attachments, and plans, and provide all application materials in digital format by either submitting a CD or emailing a cloud or FTP link to download the materials.

Preliminary Plat Application

1. **Subdivision Application, Preliminary Plat Attachment #2 – Concurrency Impact Analysis:**
 - a. Provided concurrency impact analysis does not include US HWY 441 although all trips appear to be distributed to that segment. Please provide revised analysis.
2. **Subdivision Application, Preliminary Plat Attachment #5 – Mailing Labels:**
 - a. Two sets of mailing labels for property owners within 400' and those individuals and organizations registered to receive notice were not provided.
3. **Subdivision Application, Preliminary Plat Attachment #6 – Neighborhood Meeting Materials:**
 - a. Additional detail on comments provided by the public must be included. Please identify any specific issues or requests raised by those in attendance.
4. **Subdivision Application, Preliminary Plat Attachment #7 – City of Alachua Public School Student Generation Form:**
 - a. Public School Student Generation form not signed or notarized.

Special Exception Permit Application

1. **Subdivision Application, Preliminary Plat Attachment #4 – Mailing Labels:**
 - a. Two sets of mailing labels for property owners within 400' and those individuals and organizations registered to receive notice were not provided.
2. **Subdivision Application, Preliminary Plat Attachment #5 – Neighborhood Meeting Materials:**
 - a. Additional detail on comments provided by the public must be included. Please identify any specific issues or requests raised by those in attendance.

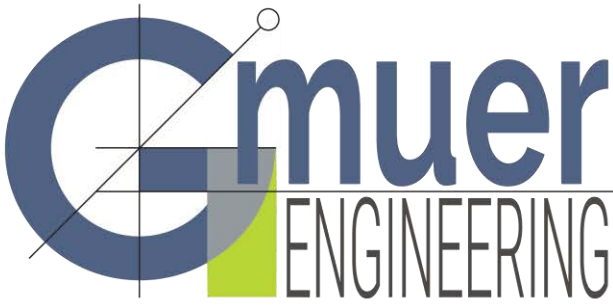
If you have any questions regarding the information above, please contact me at 386-418-6100 x 108 or via e-mail at ahall@cityofalachua.com.

Sincerely,



Adam Hall, AICP
Planner

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



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

February 5, 2020

City of Alachua Planning and Zoning
15100 NW 142nd Terrace
Alachua, FL 32615

Re: Tara Baywood – Preliminary Plat & Special Exception Resubmittal

Dear Planning and Zoning Staff,

This package is submitted as a Major Subdivision Preliminary Plat and Special Exception to the City of Alachua for the Tara Baywood Subdivision with small revisions based on a DRT Review dated January 28, 2020. Tara Baywood is a proposed 211-unit townhouse neighborhood development located north of Lowes at NW of NW 147th Drive and NW 161st Ave / TP# 03067-006-000; a ±35.26 acre parcel and proposes the construction of associated utility connections, roadway infrastructure, and stormwater management facilities. Please see the list below of items included with this application. Also, a special exception application has been submitted concurrently.

Attachments (4 Copies with CD containing PDFs of all items listed below) :

- Cover Letter
- Major Subdivision Application (Signed and Dated)
- Ownership Affidavit from Alachua Development Co. LLC
- Geotechnical Report TBW (Signed and Sealed)
- Stormwater Report
- Traffic Study (Signed and Sealed)
- Preliminary Plat (24x36 – Not for Final Recording)
- Concurrency Impact Analysis
- Analysis of Consistency with City of Alachua Comprehensive Plan
- Existing and Proposed Covenants and Restrictions
- Mailing Labels
- Neighborhood Workshop Meeting Materials
- City of Alachua Public School Student Generator Form

- Legal Description with Tax Parcel Number
- Proof of Ownership
- Proof of Payment of Taxes
- Proof of Submittal to the SRWMD

Please let us know if you need any additional information for your review.

Sincerely,

Gmuer Engineering, LLC



Christopher A Gmuer, PE

President

Planning and Community Development

1. b. i. Please review Lots 165 and 166.

The adjacent lots have been shifted to provide the minimum lot size for these two lots.

2. c. Traffic calming will be required at connection to NW 163rd (speed bumps or speed table).

We have duplicated the notes and callouts for the 163rd PL traffic calming as submitted for the Tara Forest Preliminary Plat. See sheets C-000 and C-0001.

Public Services

Jan 16 Submittal Comment, Sheet C-300

Engineer states that this issue was discussed with the Public Services Director, who indicated that installing tees under the roundabouts is acceptable. The reasoning is: If the piping were routed so it crosses under roads not in the roundabout, this would require multiple fittings, which themselves would be points of failure. Please note that City standards require that isolation valves be installed on all three connections to each tee. If these isolation valves are installed under roundabouts or roads, traffic-rated valve covers are required. Alternatively, these valves can be installed just prior the piping going under the roundabout/ road. Also, please confirm that each tee and isolation valve will be mechanically restrained. Please submit statement indicating compliance and approach to be taken.

We intend to follow all City Standards including isolation valves on all legs of tees and have no issue installing valves offset from the tees to avoid pavement where possible and to install traffic rated covers. Mechanical restraining is the preferred method for most utility installations and will be indicated on the construction plans. We have no objection to complying with these requirements.

CHW

9. Sheet C-072: Lot 173 is meeting the minimum 6,000 sf but Lot 166 is now less than the required 6,000 sf. Revise accordingly.

The adjacent lots have been shifted to provide the minimum lot size for this lot.

10. Sheet C-300: Show watermain easement on Lot 17. What are the excess lines on Lot 125? Revise accordingly.

A 12' Easement has been added to Lot 17 due to the alignment of the existing watermain as shown on the topo survey – see sheets C-300 and C-071. The lines on Lot 125 have been labeled. They are a combination of Sewer and Drainage Easements that overlap and provide proper utility clearances.

New Comments

1. Sheet C-072: Lot 165 does not meet the minimum 6,000 sf.

The adjacent lots have been shifted to provide the minimum lot size for this lot.

2. Sheet C-300: Street NS 1 water main doesn't match up. Show Electric and Water Main Easements on Lot 173.

See the 30' PUE added to Lot 173 and the adjustment of utilities along Street NS-1.

FOR PLANNING USE ONLY

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

Subdivision Application

Reference City of Alachua Land Development Regulations Article 2.4.10

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

A. PROJECT

- Project Name: Tara Baywood
- Address of Subject Property: Generally NW of NW 147th Drive and NW 161st Ave
- Parcel ID Number(s): 03067-006-000
- Existing Use of Property: Timberland-site index 80-89
- Future Land Use Map Designation : Medium Density Residential
- Zoning Designation: Residential, Single Family (RSF-6)
- Acreage: ±36.37

B. APPLICANT

- Applicant's Status ☐ Owner (title holder) ☒ Agent
- Name of Applicant(s) or Contact Person(s): Christopher Gmuer Title: President
 Company (if applicable): Gmuer Engineering, LLC
 Mailing address: 2603 NW 13th St Box 314
 City: Gainesville State: FL ZIP: 32609
 Telephone: () 352-593-3134 FAX: () _____ e-mail: chrisg@gmuereng.com
- If the applicant is agent for the property owner*:
 Name of Owner (title holder): Alachua Development Co, LLC
 Mailing Address: 16469 Bridelwood Cir
 City: Delray Beach State: FL ZIP: 33445

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

C. ADDITIONAL INFORMATION

- 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: Tara Forest, LLC, Sayed Moukhtara
 If yes, is the contract/option contingent or absolute? ☐ Contingent ☒ Absolute

D. ATTACHMENTS

Preliminary Plat Attachments:

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

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

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

- 2. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
- 3. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
- 4. Existing and/or proposed covenants and restrictions.
- 5. Two (2) sets of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).
- 6. Neighborhood Meeting Materials, including:
 - i. Copy of the required published notice (advertisement) – must be published a newspaper of general circulation, as defined in Article 10 of the City's Land Development Regulations
 - ii. Copy of written notice (letter) sent to all property owners within 400 feet, and mailing labels or list of those who received written notice
 - iii. Written summary of meeting – must include (1) those in attendance; (2) a summary of the issues related to the development proposal discussed; (3) comments by those in attendance about the development proposal; and, (4) any other information deemed appropriate.
- 7. City of Alachua Public School Student Generation Form
- 8. Legal description with tax parcel number.
- 9. Proof of ownership.
- 10. Proof of payment of taxes.
- 11. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
- 12. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
- 13. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).
- 14. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review or additional reviews of the application beyond will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

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

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

Construction Plans Attachments:

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

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

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

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within 5 business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

Final Plat Attachments:

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
 - a. Scale: at least 1 inch = 200 ft.
 - b. Name of subdivision shall be shown in bold legible letters, as stated in Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
 - c. Name and address of subdivider.
 - d. North arrow, graphic scale, and date of plat drawing.
 - e. Vicinity map showing location with respect to existing streets, landmarks, etc., and total acreage of the subdivision and total number of lots. The vicinity map shall be drawn to show clearly the information required, but not less than one (1) inch to 2,000 feet. USGS Maps may be used as a reference guide for the vicinity map.
 - f. Exact boundary line of the tract, determined by a field survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000.
 - g. Legal description of the property to be subdivided.
 - h. Names of owners of adjoining lands with their approximate acreage or, if developed, names of abutting subdivisions.
 - i. Location of streams, lakes and swamps, and land subject to the 100-year flood as defined by the Federal Emergency Management Agency, official flood maps.
 - j. Bearing and distance to permanent points on the nearest existing street lines of bench marks or other permanent monuments (not less than three (3)) shall be accurately described on the plat.
 - k. Municipal lines shall be accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
 - l. The closest land lot corner shall be accurately tied to the lines of the subdivision by distance and angles.
 - m. Location, dimensions, and purposes of any land reserved or dedicated for public use.
 - n. Exact locations, width, and names of all streets within and immediately adjoining the proposed subdivision.
 - o. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
 - p. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
 - q. Lots must be numbered in numerical order and blocks lettered alphabetically.
 - r. Accurate location and description of monuments and markers.
 - s. Minimum building front yard setback lines as required by the Land Development Regulations as determined by the property's zoning.
 - t. Reference to recorded subdivision plats of adjoining platted land shall be shown by recorded names, plat book, and page number.
 - u. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
 - v. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.
 - w. Certification that all payable taxes have been paid and all tax sales against the land redeemed.
 - x. Title certification as required by Chapter 177, Florida Statutes.

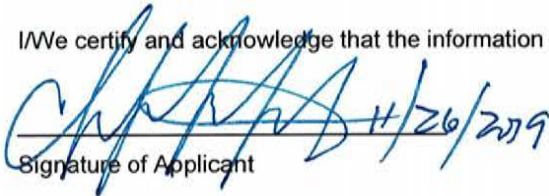
Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins

3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
4. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
5. Legal description with tax parcel number.
6. City of Alachua Public School Student Generation Form.
7. One (1) set (two [2] sets for Minor Subdivisions) of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).

8. Proof of ownership.
9. Proof of payment of taxes.
10. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
11. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
12. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).
13. **For Minor Subdivisions: Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

All 12/13 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

 11/26/2019
Signature of Applicant

Signature of Co-applicant

Christopher Gmuere, P.E. President Gmuere Engineering

Typed or printed name and title of applicant

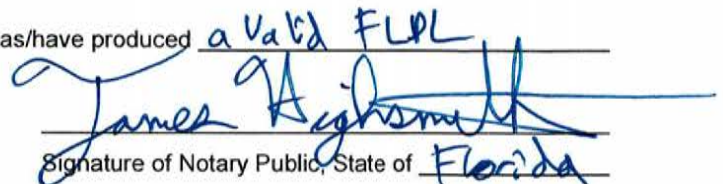
Typed or printed name of co-applicant

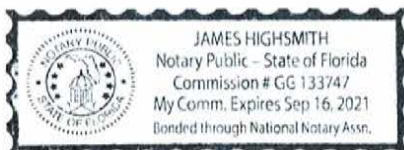
State of Florida County of Alachua

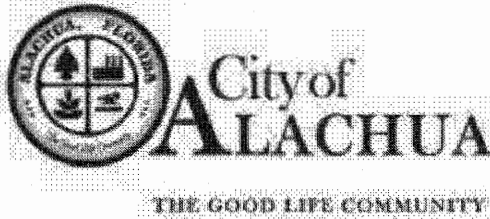
The foregoing application is acknowledged before me this 27 day of Nov, 2019, by Christopher Gmuere

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

NOTARY SEAL


Signature of Notary Public, State of Florida





Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: None existing. The property is generally NW of NW 147th Dr. and NW 161st Ave.

Parcel ID Number(s): 03067-006-000

Acreage: ±36.37 Acres

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Marvin Smollar

Title: Manager

Company (if applicable): Alachua Development Co, LLC

Mailing Address: 16469 Bridlewood Cir.

City: Delray Beach

State: FL

ZIP: 33445

Telephone: 561-499-0411

FAX: _____

e-mail: marvsmollar@gmail.com

C. AUTHORIZED AGENT

Name: Christopher Gmuer

Title: President

Company (if applicable): Gmuer Engineering, LLC

Mailing address: 2603 NW 13th ST Box 314

City: Gainesville

State: FL

ZIP: 32609

Telephone: (352) 281-4928

FAX: N/A

e-mail: chrisg@gmuereng.com

D. REQUESTED ACTION:

Plat review and site plan permitting for a Major Subdivision with roughly 211 units and associated stormwater, utilities, roadway connections/access.

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

Signature of Applicant

Signature of Co-applicant

Alachua Development Co., LLC, by Marvin Smollar, manager

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Florida County of Palm Beach

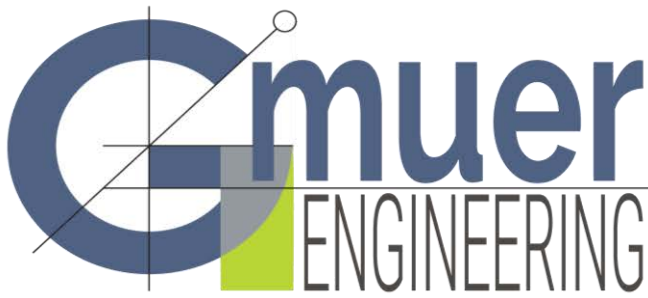
The foregoing application is acknowledged before me this 12th day of August, 2019 by Marvin Smollar

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



Signature of Notary Public, State of _____

City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121
Revised 9/30/2014



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

Preliminary Stormwater Management Report

for

Tara Forest East Subdivision

TP# 03067-005-000, 03067-005-001, 03067-000-000, 03067-006-000
17002 NW CR241 Alachua, FL 32615

Prepared for
Tara Forest, LLC

Date: May 20, 2019
Revised July 3, 2019
Revised November 12, 2019

Christopher A. Gmuer, PE
FL PE # 71599
cagmuer@gmuereng.com
Gmuer Engineering, LLC
FL CA # 31533
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Gainesville, FL 32609
www.gmuereng.com
(352) 281-4928

Project Description

The project is located on TP# 03067-005-000, 03067-005-001, 03067-000-000, 03067-006-000 at 17002 NW CR241, Alachua, FL 32615 and consists of approximately 148.76 acres. The project proposes the development of an approximately 340 unit single family residential subdivision the the northern majority of the site and a future townhouse subdivision on the southern portion of the site with associated stormwater management facilities and road connections to the available rights-of-way to the east and southeast. The single family portion of the subdivision also incorporates the City of Alachua Transitional Swale roadway cross section that provides nutrient removal treatment in a LID compatible location; directly adjacent to the source of runoff. The subdivision will be developed in ten phases with key infrastructure constructed as required by each phase of construction.

Pre-Development Drainage Narrative

The existing site consists of a mixture of grazing areas with scattered hardwood trees and an area of planted pines. Site runoff generally flows in three major directions; West, North, and South. The runoff to the South begins with runoff to the East and Southeast that ultimately returns back to the site. This South watersheds is discussed in the paragraphs below. All three major runoff directions are located within the Mill Creek Sink, a stream to sink watershed. As such, Pre-vs-Post Runoff Rate and Pre-vs-Post Volume Runoff must be attenuated on-site.

Pre-Dev Western Watershed

The western pre-development watershed is composed of two basins, PRE-DA-W & PRE-DA-NW. The PRE-DA-W basin is located along the western boundary of the site and runoff collects into a valley where it continues as a shallow concentrated path west off-site to Mill Creek. The PRE-DA-NW basin is located at the northwestern corner of the site and runoff sheet flows west off-site to Mill Creek.

Pre-Dev Northern Watershed

The northern pre-development watershed is composed of one basin that is split into an on-site and off-site sub-basin, PRE-DA-N1 & PRE-DA-N2. The PRE-DA-N2 sub-basin is located off-site and along the eastern edge of the on-site sub-basin PRE-DA-N1. The basin is located along the northern boundary of the site and runoff collects into a valley where it continues as a shallow concentrated path north off-site to Bad Dog Branch; a tributary to Mill Creek.

Pre-Dev Southern, Southeastern, & Eastern Watersheds

These three watersheds are a chain of watersheds with multiple on-site and off-site sub-basins and on-site and off-site depressional areas that contribute into each other to ultimately discharge to the southern boundary of the site. The runoff starts with the Eastern Watershed that generally drains along CR241 south to a depressional area adjacent to CR241. This CR241 depressional area then overflows west into the lower sub-basin of the Southeastern Watershed. The Southeastern Watershed generally collects into an on-site valley that drains off-site, in a southeast direction to an off-site depression where it joins with the overflow from the Eastern Watershed. This off-site depression fills and overflows into the Southern Watershed. The Southern Watershed collects on-site runoff from the southern half of the site into an on-site valley that also receives the overflow from the Southeastern and Eastern Watersheds. This runoff continues to the southwestern boundary of the site as a shallow concentrated path through the southern portion of the site. The southern portion of the site also receives runoff from the western portion of the Baywood Phase 1C Subdivision. Runoff ultimately continues via overland flow to Mill Creek. Each sub-watershed is described below.

Pre-Dev Eastern Watershed

The eastern pre-development watershed is composed of four basins with two of them split into an on-site and off-site sub-basin.

Basins PRE-DA-E6, E5, and E4 are similar; they each collect runoff into an isolated depressional area with PRE-DA-E4 having an on-site sub-basin as PRE-DA-E3. Each of these three basins were shown in the ICPR model to be full retention and do not discharge downstream.

The PRE-DA-E1 basin has an on-site sub-basin, PRE-DA-E2, and it consists mainly of runoff from CR241 and drainage areas on both sides of CR241 via a culvert located at the depressional area it drains to. The depressional area is wet and discharges west via a side drain pipe and then continues as a shallow concentrated path west to the lower depressional area of the Southeastern Watershed.

Pre-Dev Southeastern Watershed

The southeastern pre-development watershed is composed of two basins with both of them split into on-site and off-site sub-basins.

The PRE-DA-SE5 basin has an on-site sub-basin, PRE-DA-SE4, and runoff collects into a depressional area that spans across the boundary line of the site. This depressional area stages and the runoff overland flows into a valley where it continues as a shallow concentrated path southeast the depressional area in PRE-DA-S1. Since the depressional area spans the boundary line, pre versus post stage elevations must be attenuated.

The southern half of the Southeastern Watershed is composed of two on-site sub-basins, PRE-DA-SE2 and PRE-DA-SE3, and one off-site sub-basin, PRE-DA-SE1, and this sub-basin also contains the depressional area. All three sub-basins collect runoff into their own valleys and it continues as a shallow concentrated path southeast to the depressional area in PRE-DA-SE1. This depressional area also collects the overland flow from the Eastern Watershed, stages, and the runoff overland flows into a valley where it continues as a shallow concentrated path southwest into the Southern Watershed.

Pre-Dev Southern Watershed

The southern pre-development watershed is composed of the major on-site sub-basin, PRE-DA-S1, and two peripheral off-site sub-basins, PRE-DA-S2 and PRE-DA-S3, located on the western and eastern boundaries of the site. The major on-site sub-basin is located along the southern boundary of the site and collects runoff from the southern half of the site and the overland flow from the Southeastern and the Eastern Watershed. This runoff continues through a valley as a shallow concentrated path southwest across the southern portion of the site and ultimately to Mill Creek via overland flow.

Post-Development Drainage Narrative

The proposed development consists of the development of 148.76 acres as a 340 unit single family residential subdivision the the northern majority of the site and a future townhouse subdivision on the southern portion of the site with associated stormwater management facilities and road connections to the available rights-of-way to the east. Site runoff patterns with be maintained in three major directions; West, North, and South. The runoff to the East and Southeast are discussed in the paragraphs below about how this runoff is a part of the larger watershed that ultimately runs to the South. All three major runoff directions are located within the Mill Creek Sink, a stream to sink watershed. As such, Pre-vs-Post Runoff Rate and Volume Attenuation must be completed on-site.

Post-Dev Western Watershed

The western post-development watershed is composed of two basins, POST-DA-WEST & POST-DA-NWEST. The POST-DA-WEST basin is located along the western boundary of the site and runoff from the subdivision is treated and attenuated in the SMF-West Stormwater Management Facility. Discharge from SMF-West continues west as a shallow concentrated path west off-site to Mill Creek. The POST-DA-NWEST basin is located at the northwestern corner of the site and runoff from the subdivision is treated and attenuated in the SMF-NorthWest Stormwater Management Facility. Discharge from SMF-Northwest continues via a spreader swale as sheet flow west off-site to Mill Creek.

Post-Dev Northern Watershed

The northern post-development watershed is composed of one basin that is split into the on-site basin, POST-DA-NORTH, and off-site sub-basin, PRE-DA-N2, is located off-site and along the northeastern edge of the site. The runoff from the subdivision and the off-site sub-basin is treated and attenuated in the SMF-North Stormwater Management Facility. Discharge from SMF-North continues as a shallow concentrated path north off-site to Bad Dog Branch; a tributary to Mill Creek.

Post-Dev Southern, Southeastern, & Eastern Watersheds

These three watersheds are a chain of watersheds with multiple on-site and off-site sub-basins, on-site stormwater management facilities, and off-site depressional areas that contribute into each other to ultimately discharge to the southern boundary of the site. The runoff starts with the Eastern Watershed with runoff from the subdivision directed to a SMF that combines with runoff from the off-site sub-basins to generally drain along CR241 south to a depressional area adjacent to CR241. This CR241 depressional area then overflows west into the lower sub-basin of the Southeastern Watershed. The on-site portion of the Southeastern Watershed collects runoff from the subdivision and it stages and discharges on-site within a series of SMFs with and ultimately discharges on-site to SMF-South. No discharge is directed to the off-site portion of the Southeastern watershed. The off-site sub-basins of the Southeastern Watershed collect runoff into an off-site valley that drains in a southeast direction to an off-site depression where is joins with the overflow from the Eastern Watershed. This off-site depression fills and overflows back into site near the NW 167th PI road connection and is directed to the Southern Watershed. The Southern Watershed collects on-site runoff from the southern third of the subdivision, the on-site portion of the Southeastern Watershed, and the overflow from the Southeastern and Eastern Watersheds into SMF-South. This stormwater management facility provides treatment and a runoff attenuation. Discharge at southern boundary of the site continues as a shallow concentrated path through the unplatted future phases of the Baywood Subdivision and ultimately to Mill Creek. Details of each watershed is described below.

Post-Dev Eastern Watershed

The off-site basins PRE-DA-E6, E5, and E4 were shown in the ICPR model to be full retention and do not discharge downstream. Additionally, the on-site sub-basin previously draining to PRE-DA-E3 is no longer directed to this depression so runoff was reduced to this basin.

The on-site POST-DA-EAST basin is located along the eastern / CR241 boundary of the site and runoff from the subdivision is treated and attenuated in the SMF-East Stormwater Management Facility. A portion of the discharge from SMF-East continues east to CR241 at pre-development rates and the remainder discharges west into the Southeast Watershed's series of SMFs.

The remainder of the Eastern Watershed consists mainly of runoff from CR241 and drainage areas on both sides of CR241 via a culvert located at the depressional area it drains to. The depressional area is wet and discharges west via a side drain pipe and then continues as a shallow concentrated path west to the lower depressional area of the Southeastern Watershed.

Post-Dev Southeastern Watershed

The southeastern post-development watershed is generally divided into the northern on-site half and the southern off-site half. The drainage patterns have been modified slightly where runoff from the northern half is conveyed to the Southern Watershed directly instead of utilizing off-site overland.

The northern on-site half begins with the sub-basin PRE-DA-SE5 that collects pre-development runoff into a depressional area that spans across the boundary line of the site. The on-site portion of this depressional area was reshaped as SMF-NorthEast to continue to provide the needed stage-areas to attenuate pre versus post stage elevations. In post-development, no subdivision runoff is directed to this depression. The runoff from the subdivision basin POST-DA-Northeast, POST-DA-Southeast, and the discharge from SMF-NorthEast is directed to the SMF-Southeast Stormwater Management Facility where it stages and slowly discharges to SMF-Center. The POST-DA-Center runoff from the subdivision is also directed to the SMF-Center Stormwater Management Facility where it stages and slowly discharges to SMF-South.

The southern off-site half of the Southeastern Watershed consists of PRE-DA-SE1 which collects runoff from the uphill valley as a shallow concentrated path southeast to the depressional area. This depressional area also collects the overland flow from the Eastern Watershed, stages, and the runoff overland flows on-site near the NW 167th Pl road connection and is directed to the Southern Watershed.

Post-Dev Southern Watershed

The southern post-development watershed is composed of the major on-site sub-basin, POST-DA-SOUTH consisting of the subdivision, and the two peripheral off-site sub-basins, PRE-DA-S2 and PRE-DA-S3, located on the western and eastern boundaries of the site. This watershed also accepts the runoff from the northern half of the Southeastern Watershed via pipe conveyance, the southern half of the Southeastern Watershed via overland flow, and the Eastern Watersheds via overland flow through the southern half of the Southeastern Watershed. The runoff from the subdivision and these other sources are treated and attenuated in the SMF-South Stormwater Management Facility. Discharge from SMF-South continues as a shallow concentrated path south off-site across the southern boundary where it continues through the unplatted future phases of the Baywood Subdivision and ultimately to Mill Creek.

The SMF-South stormwater management facility also provides the water quality treatment volume for the post-development subdivision runoff upstream of the facility. The three upstream SMFs (SMF-Northeast, SMF-Southeast, SMF-Center) mainly provide staging opportunities and distributed infiltration to treat the stormwater closer to the point of generation as encouraged by LID practices.

The side filter provided at the toe of the southern berm of SMF-South as allowed per Section 3.4 of the SRWMD handbook as a component of the recovery system. Additionally, the transitional treatment swales are providing the majority of the nutrient removal for all of the proposed impervious area. The filter has been designed to only augment the infiltration of the existing clayey-sands to insure the system can meet the WQTV recovery within 72 hours and the Design Storm Recovery within 30 days. This mixed approach of treatment swales, sequenced stormwater facilities, and infiltration is encouraged by the Alachua County nutrient removal requirements.

Nutrient Removal

The proposed single family lots incorporate Transitional Swale standards per City of Alachua LDC. The swales are located at the front of each single family lot and provide LID treatment for both the road and the lot directly adjacent to the swale by retaining a portion of the runoff. This LID design successfully treats runoff as close as reasonable to the runoff source providing 80% nutrient removal. Nutrient Calculations are provided in the attachments of this report with a swale length of 50' to account for the driveway width and side slopes. For the runoff calculations, the retained volume is easily included by adjusting the CN Value with an increased Initial Abstraction (Ia) value. The 350 CF of retained volume per lot is translated to an equivalent inches of Initial Abstraction (Ia) and inserted into the calculated weighted CN value. Beyond the retained volume, we are also aware that the swale also continuously infiltrates stormwater during a storm event. While this infiltration volume is significant, and we would like to account for it, the complexity added to the computer model is substantial. We left this infiltration unaccounted for and consider it an additional safety factor.

Infinite Slope Analysis

The proposed berm located along the downhill side of the proposed stormwater management facilities are constructed with side slopes of 4:1. An infinite slope stability analysis is included in the following sections of the report and shows a safety factor greater than 1.2 for the proposed design.

Pre-Development Drainage Area Runoff Calculations

	Hyd Soil	CN	Pre-E1	Pre-E2	Pre-E3	Pre-E4	Pre-E5	Pre-E6
Impervious / Road (SF)	N/A	98	66,560	2,950		16,048		
Grass / Pine (SF)	A	32	501,283	133,635	48,812	188,669	166,200	127,003
Grass / Pine (SF)	B	58						
Grass / Pine (SF)	D	79						
Total Area (SF)			567,843	136,585	48,812	204,717	166,200	127,003
(Acres)			13.036	3.136	1.121	4.700	3.815	2.916
CN (weighted)			39.74	33.43	32.00	37.17	32.00	32.00
Sheet Flow Length (FT)			100	100	100	100	100	100
Sheet Flow Slope (FT/FT)			0.025	0.020	0.005	0.005	0.015	0.010
Shallow Flow Length (FT)			480	425	91	103	95	115
Shallow Flow Slope (FT/FT)			0.021	0.014	0.011	0.015	0.047	0.043
Channel Flow Length (FT)						535		
Channel Flow Slope (FT/FT)						0.005		
Hydraulic Radius (FT)						2.00		
Time of Concentration (Minutes)			17.8	19.6	21.7	28.9	13.1	15.5

	Hyd Soil	CN	Pre-N1	Pre-N2	Pre-NW	Pre-W	Pre-S1	Pre-S2
Impervious / Road (SF)	N/A	98				24,560	5,180	
Grass / Pine (SF)	A	32	401,042	43,178	60,086	523,359	1,321,690	20,863
Grass / Pine (SF)	B	58	152,250	13,574	44,701	254,200	1,897,580	146,172
Grass / Pine (SF)	D	79	225,145		34,815	10,450		
Total Area (SF)			778,437	56,752	139,602	812,569	3,224,450	167,035
(Acres)			17.870	1.303	3.205	18.654	74.023	3.835
CN (weighted)			50.68	38.22	52.05	42.73	47.41	54.75
Sheet Flow Length (FT)			100	100	100	100	100	100
Sheet Flow Slope (FT/FT)			0.015	0.025	0.020	0.010	0.030	0.050
Shallow Flow Length (FT)			780	325	380	750	3209	1832
Shallow Flow Slope (FT/FT)			0.059	0.040	0.042	0.053	0.014	0.022
Channel Flow Length (FT)								
Channel Flow Slope (FT/FT)								
Hydraulic Radius (FT)								
Time of Concentration (Minutes)			20.1	14.7	15.1	21.7	57.7	27.1

	Hyd Soil	CN	Pre-S3	Pre-SE1	Pre-SE2	Pre-SE3	Pre-SE4	Pre-SE5
Impervious / Road (SF)	N/A	98		141,832	10,120	14,040		7,000
Grass / Pine (SF)	A	32	424,186	1,573,415	357,260	528,968	185,453	208,567
Grass / Pine (SF)	B	58	81,072	7,615	226,300			
Grass / Pine (SF)	D	79						
Total Area (SF)			505,258	1,722,862	593,680	543,008	185,453	215,567
(Acres)			11.599	39.551	13.629	12.466	4.257	4.949
CN (weighted)			36.17	37.55	43.04	33.71	32.00	34.14
Sheet Flow Length (FT)			100	100	100	100	100	100
Sheet Flow Slope (FT/FT)			0.030	0.020	0.020	0.010	0.035	0.010
Shallow Flow Length (FT)			2127	681	535	411	20	510
Shallow Flow Slope (FT/FT)			0.023	0.037	0.039	0.012	0.063	0.037
Channel Flow Length (FT)				380	552	512		
Channel Flow Slope (FT/FT)				0.032	0.018	0.041		
Hydraulic Radius (FT)				1.60	1.00	1.80		
Time of Concentration (Minutes)			32.7	19.7	18.2	23.5	8.8	21.2

Off-Site Depressional Stage Storage & Pre-Dev Overflow

Depression Pre-E1-Stage	Stage	Area (SF)	(Acres)	Pre-E1-Pipe	24"
	138.00	1,753	0.0402	Up Inv	142
	139.00	4,056	0.0931	Down Inv	141
	140.00	6,607	0.1517	Length	53'
	141.00	9,130	0.2096		
	142.00	14,214	0.3263	Pre-E1-Swale	
	143.00	23,923	0.5492	Bot Width	12'
	144.00	37,645	0.8642	Side Slope	6' Both
	145.00	52,032	1.1945	Length	750'
	146.00	66,508	1.5268	Up Inv	141
	147.00	78,719	1.8071	Down Inv	118
Depression Pre-E4-Stage	Stage	Area (SF)	(Acres)	Pre-E4-Swale	
	149.00	2,200	0.0505	Bot Width	1'
	150.00	11,030	0.2532	Side Slope	4'L - 10'R
	151.00	18,113	0.4158	Length	1260'
	152.00	24,973	0.5733	Up Inv	155
	153.00	32,493	0.7459	Down Inv	146
	154.00	43,083	0.9890		
	155.00	56,820	1.3044		
	156.00	79,669	1.8289		
Depression Pre-E5-Stage	Stage	Area (SF)	(Acres)	Pre-E5-Weir	
	148.00	325	0.0075	Bot Width	40'
	149.00	3,515	0.0807	Side Slope	60' Both
	150.00	8,075	0.1854	Invert	155.5
	151.00	13,547	0.3110		
	152.00	19,192	0.4406		
	153.00	25,800	0.5923		
	154.00	34,145	0.7839		
	155.00	47,338	1.0867		
	156.00	73,186	1.6801		
Depression Pre-E6-Stage	Stage	Area (SF)	(Acres)	Pre-E6-Weir	
	153.00	655	0.0150	Bot Width	35'
	154.00	4,540	0.1042	Side Slope	40' Both
	155.00	8,819	0.2025	Invert	157.5
	156.00	13,277	0.3048		
	157.00	25,001	0.5739		
	158.00	57,316	1.3158		

Depression Pre-SE5-Stage

Stage	Area (SF)	(Acres)
136.00	5,235	0.1202
137.00	12,875	0.2956
138.00	21,430	0.4920
139.00	35,010	0.8037
140.00	51,799	1.1891
141.00	78,327	1.7981

Pre-SE5-Weir

Bot Width	5'
Side Slope	80' Both
Invert	139.87

Pre-SE5-Swale

Bot Width	5'
Side Slope	60' Both
Length	1115'
Up Inv	139
Down Inv	121

Depression Pre-SE1-Stage

Stage	Area (SF)	(Acres)
115.00	2,567	0.0589
116.00	12,390	0.2844
117.00	26,205	0.6016
118.00	42,378	0.9729
119.00	58,480	1.3425
120.00	81,735	1.8764
121.00	111,136	2.5513

Pre-SE1-Swale

Bot Width	50'
Side Slope	35' Both
Length	1350'
Up Inv	120
Down Inv	106

Post-Development Drainage Area Runoff Calculations

	Hyd Soil	CN	Post-W	Post-NW	Post-N
Subdivision 1/4 Ac Lots	A	61	421,020	58,261	303,484
	B	75	323,640	17,438	59,241
	C	83	7,275	33,980	226,499
Miscellaneous Imp	N/A	98	0	0	0
Open Area	A	39	9,034	2,990	71,068
Open Area	B	61	0	3,655	23,344
Stormwater Mgmt. Fac	N/A	100	54,724	41,385	44,707
Total Area (SF)			815,693	157,709	728,343
(Acres)			18.726	3.621	16.720
CN (weighted)			69.12	77.11	69.23
Trans Swale Vol (CF)			19,950	2,800	16,450
Trans Swale Initial Abstraction (in)			0.29	0.21	0.27
CN (weighted + swale)			62.76	71.25	63.29
Sheet Flow Length (FT)			136	136	136
Sheet Flow Slope (FT/FT)			0.030	0.030	0.030
Shallow Flow Length (FT)			500	500	500
Shallow Flow Slope (FT/FT)			0.028	0.028	0.028
Channel Flow Length (FT)			0	0	0
Channel Flow Slope (FT/FT)			0.001	0.001	0.001
Hydraulic Radius (FT)			3.00	3.00	3.00
Time of Concentration (Minutes)			13.3	13.3	13.3

	Hyd Soil	CN	Post-NE	Post-E	Post-SE	Post-C	Post-S1	Post-S3
Subdivision 1/4 Ac Lots	A	61	172,759	122,000	144,079	567,665	984,489	0
	B	75	0	0	0	232,347	755,038	0
	C	83	0	0	0	0	0	0
Townhouses	A	77	0	0	0	0	269,942	0
	B	85	0	0	0	0	767,135	0
Subdivision 1/5 Ac Lots	A	69	0	0	0	0	0	180,429
	B	80	0	0	0	0	0	57,123
Miscellaneous Imp	N/A	98	0	0	0	0	0	0
Open Area	A	39	47,241	39,608	13,900	46,044	97,375	243,758
Open Area	B	61	0	0	0	0	160,473	23,949
Stormwater Mgmt. Fac	N/A	100	8,617	21,733	N/A	N/A	288,870	N/A
Total Area (SF)			228,617	194,039	157,979	846,056	3,323,321	505,259
(Acres)			5.248	4.455	3.627	19.423	76.293	11.599
CN (pre weighted)			57.92	57.51	59.06	63.65	73.77	55.39
Trans Swale Vol (CF)			4,900	3,150	4,200	21,350	46,200	N/A
Trans Swale Initial Abstraction (in)			0.26	0.19	0.32	0.30	0.17	N/A
CN (weighted + swale)			53.91	54.46	53.98	58.05	69.49	N/A
Sheet Flow Length (FT)			136	136	136	136	136	100
Sheet Flow Slope (FT/FT)			0.030	0.030	0.030	0.030	0.030	0.030
Shallow Flow Length (FT)			500	500	500	500	500	2127
Shallow Flow Slope (FT/FT)			0.028	0.028	0.028	0.028	0.028	0.023
Channel Flow Length (FT)			0	0	0	0	0	
Channel Flow Slope (FT/FT)			0.001	0.001	0.001	0.001	0.001	
Hydraulic Radius (FT)			3.00	3.00	3.00	3.00	3.00	
Time of Concentration (Minutes)			13.3	13.3	13.3	13.3	13.3	32.7

WQTV (Water Quality Treatment Volume)

	Post West			Post NorthWest		
	C	Sq Ft	Acres	C	Sq Ft	Acres
Impervious (Parking, etc)	0.95	0	0.000	0.95	0	0.000
Subdivision 1/4 Ac Lots (38% Imp)	0.49	751,935	17.262	0.49	109,679	2.518
Open / Landscape	0.20	63,758	1.464	0.20	48,030	1.103
TOTAL (weighted ave)	0.46	815,693	18.726	0.46	157,709	3.621
On-Line Dry Retention	Inch	Cu Ft	Ac-Ft	Inch	Cu Ft	Ac-Ft
Total WQTV	2.00	62,907	1.444	2.00	12,163	0.279

	Post North			Post NorthEast		
	C	Sq Ft	Acres	C	Sq Ft	Acres
Impervious (Parking, etc)	0.95	0	0.000	0.95	0	0.000
Subdivision 1/4 Ac Lots (38% Imp)	0.49	589,224	13.527	0.49	172,759	3.966
Open / Landscape	0.20	139,119	3.194	0.20	55,858	1.282
TOTAL (weighted ave)	0.43	728,343	16.720	0.43	228,617	5.248
On-Line Dry Retention	Inch	Cu Ft	Ac-Ft	Inch	Cu Ft	Ac-Ft
Total WQTV	2.00	52,266	1.200	2.00	16,406	0.377

	Post East			Post SouthEast		
	C	Sq Ft	Acres	C	Sq Ft	Acres
Impervious (Parking, etc)	0.95	0	0.000	0.95	0	0.000
Subdivision 1/4 Ac Lots (38% Imp)	0.49	122,000	2.801	0.49	144,079	3.308
Open / Landscape	0.20	72,039	1.654	0.20	13,900	0.319
TOTAL (weighted ave)	0.38	194,039	4.455	0.38	157,979	3.627
On-Line Dry Retention	Inch	Cu Ft	Ac-Ft	Inch	Cu Ft	Ac-Ft
Total WQTV	2.00	12,263	0.282	2.00	9,984	0.229

	Post Central			Post South 1 & 3		
	C	Sq Ft	Acres	C	Sq Ft	Acres
Impervious (Parking, etc)	0.95	0	0.000	0.95	0	0.000
Subdivision 1/4 Ac Lots (38% Imp)	0.49	800,012	18.366	0.49	1,739,527	39.934
Townhouses (65% Imp)	0.69	0	0.000	0.69	1,037,077	23.808
Subdivision 1/5 Ac Lots (50% Imp)	0.58	0	0.000	0.58	237,552	5.453
Open / Landscape	0.20	46,044	1.057	0.20	546,717	12.551
TOTAL (weighted ave)	0.47	846,056	19.423	0.47	3,560,873	81.746
On-Line Dry Retention	Inch	Cu Ft	Ac-Ft	Inch	Cu Ft	Ac-Ft
Total WQTV	2.00	66,202	1.520	2.00	278,632	6.397

Combined WQTV of Post Northeast, Southeast, Central, & South 371,224 8.522

Stage-Storage of Stormwater Management Facility

Post SMF West		Stage	Area		Cumulative Volume	
Dry Retention		Feet	Sq Ft	Acre	Cu Ft	Ac-Ft
WQTV	122.00	26,540	0.6093	0	0.0000	
	123.55	31,994	0.7345	62,907	1.4441	
	130.00	54,724	1.2563	325,056	7.4623	
Discharge Controls		Invert	Width	Height		
Rectangular Window		125.40	40"	3"		

Post SMF NorthWest		Stage	Area		Cumulative Volume	
Dry Retention		Feet	Sq Ft	Acre	Cu Ft	Ac-Ft
WQTV	141.50	21,736	0.4990	0	0.0000	
	141.89	23,419	0.5376	12,163	0.2792	
	146.00	41,385	0.9501	142,022	3.2604	
Discharge Controls		Invert	Width	Height		
Rectangular Window		143.75	8"	2"		

Post SMF North		Stage	Area		Cumulative Volume	
Dry Retention		Feet	Sq Ft	Acre	Cu Ft	Ac-Ft
WQTV	124.00	22,847	0.5245	0	0.0000	
	126.05	28,291	0.6495	52,266	1.1999	
	126.00	28,160	0.6465	51,007	1.1710	
	127.00	31,173	0.7156	80,674	1.8520	
	131.00	44,707	1.0263	232,434	5.3359	
Discharge Controls		Invert	Width	Height		
Rectangular Window		127.25	60"	3"		

Post SMF NorthEast		Stage	Area		Cumulative Volume	
Dry Retention		Feet	Sq Ft	Acre	Cu Ft	Ac-Ft
	137.00	8,617	0.1978	0	0.0000	
	138.00	8,298	0.1905	8,458	0.1942	
	139.00	8,155	0.1872	16,684	0.3830	
	140.00	4,149	0.0952	22,836	0.5242	
	141.00	1	0.0000	24,911	0.5719	
Discharge Controls		Invert	Width	Height		
		None	-	-		

Post SMF East Dry Retention	Stage Feet	Area		Cumulative Volume	
		Sq Ft	Acre	Cu Ft	Ac-Ft
	152.50	14,189	0.3257	0	0.0000
WQTV	153.18	15,661	0.3595	12,263	0.2815
	156.00	21,733	0.4989	62,864	1.4431

Discharge Controls	Invert	Width	Height	
Rectangular Window	153.50	8"	3"	To CE241
Rectangular Window	153.20	8"	3"	To SMF-Central

Post SMF South A Dry Retention	Stage Feet	Area		Cumulative Volume	
		Sq Ft	Acre	Cu Ft	Ac-Ft
	92.00	31,628	0.7261	0	0.0000
WQTV	93.47	37,477	0.8604	70,000	1.6070
	100.00	63,386	1.4551	380,056	8.7249

Discharge Controls	Invert	Width	Height	
WQTV / Equalizer Pipe	93.50	See Plans for Pipe Diameter		
Bottom Filter	89.00	10'	N/A	150' x 2 = 300' Total Length

Post SMF South B Dry Retention	Stage Feet	Area		Cumulative Volume	
		Sq Ft	Acre	Cu Ft	Ac-Ft
	90.00	142,742	3.2769	0	0.0000
WQTV	91.64	156,279	3.5877	301,224	6.9152
	100.00	225,484	5.1764	1,841,130	42.2665

Discharge Controls	Invert	Width	Height	
Rectangular	98.25	96"	3"	
Rectangular	96.00	168"	8"	
Bottom Filter	96.00	10'	N/A	400' x 2 = 800' Total Length

Soils Data

		Boring	Depth to Aquifer Feet	Porosity %	Hyd Cond Horz Ft / Day	Unsat V Hyd Cond Ft / Day	Depth to SHGWT Feet
		West Basin	Depth	%	Horz	Vert	SHWT
		P-41	15	20	11	7	15
		P-42	30	25	18	12	30
		P-43	11.5	20	10	6	11
		P-44	15	20	8	5	15
		P-45	5	20	10	6	4.5
		P-46	10	20	8	5	9.5
		P-47	7	20	10	6	6.5
		Ave Relative Elev	13.36	20.71	10.71	6.71	13.07
Ave Exist Grade	124.75	Actual Elev	111.39		5.36	3.36	111.68
		Northwest SMF	Depth	%	Horz	Vert	SHWT
		P-1	10.5	20	10	6	10.5
		P-4	15	20	10	6	15
		Ave Relative Elev	12.75	20	10	6	12.75
Ave Exist Grade	148.00	Actual Elev	135.25		5.00	3.00	135.25
		North SMF	Depth	%	Horz	Vert	SHWT
		P-3	11	25	13	9	10.5
		P-6	30	20	10	6	15
		Ave Relative Elev	20.5	22.5	11.5	7.5	12.75
Ave Exist Grade	127.00	Actual Elev	106.50		5.75	3.75	114.25
		Northeast SMF	Depth	%	Horz	Vert	SHWT
		P-9	3.5	20	4	4	3
		P-10	5	20	14	9	4.5
		P-11	7.5	20	10	6	7
		P-12	5	20	10	6	4.5
		Ave Relative Elev	5.25	20	9.5	6.25	4.75
Ave Exist Grade	137.50	Actual Elev	132.25		4.75	3.13	132.75
		East Basin	Depth	%	Horz	Vert	SHWT
		P-17	5.5	20	4	4	5
		P-18	5	25	15	10	4.5
		P-20	5.5	20	6	6	5
		Ave Relative Elev	5.33	21.67	8.33	6.67	4.83
Ave Exist Grade	154.00	Actual Elev	148.67		4.17	3.33	149.17

Ave Exist Grade	101.00	South A Basin	Depth	%	Horz	Vert	SHWT
			11.50	20.00	2.00	1.50	-
		Actual Elev	89.50		1.00	0.75	89.00
		South B Basin	Depth	%	Horz	Vert	SHWT
			-	20.00	3.00	2.00	-
		Actual Elev	80.00		1.50	1.00	87.00

Stormwater Discharge Pre vs Post

West

Storm Event	Pre-Development		Post-Development					
	CFS	Ac-Ft	West	NorWest			CFS	Ac-Ft
100 Yr - 1 Hr	9.220	0.467	124.36	142.47			0.000	0.000
100 Yr - 2 Hr	8.962	0.965	125.37	142.77			0.000	0.000
100 Yr - 4 Hr	14.956	1.899	126.42	143.18			3.801	0.897
100 Yr - 8 Hr	17.166	3.014	126.77	143.36			4.472	1.914
100 Yr - 24 Hr	8.284	6.225	127.02	143.52			4.905	4.431
100 Yr - 72 Hr	9.685	9.646	127.74	144.18			6.273	8.092
100 Yr - 168 Hr	7.721	12.630	127.69	144.47			6.332	10.381
100 Yr - 240 Hr	9.942	15.448	128.60	144.36			7.409	13.019
Design High Water Elev			128.60	144.47				
Pond Top Elevation			130.00	146.00				
Provided Freeboard (12" min)			16.8"	18.34"				

North

Storm Event	Pre-Development		Post-Development					
	CFS	Ac-Ft	North				CFS	Ac-Ft
100 Yr - 1 Hr	15.017	0.746	126.54				0.000	0.000
100 Yr - 2 Hr	13.824	1.362	127.54				2.415	0.154
100 Yr - 4 Hr	18.455	2.400	128.46				6.256	1.194
100 Yr - 8 Hr	21.650	3.563	128.71				6.939	2.279
100 Yr - 24 Hr	9.501	6.827	128.43				6.180	4.739
100 Yr - 72 Hr	9.556	10.273	128.98				7.629	7.524
100 Yr - 168 Hr	7.350	13.107	128.67				6.847	8.934
100 Yr - 240 Hr	9.516	15.812	129.37				8.503	10.852
Design High Water Elev			129.37					
Pond Top Elevation			131.00					
Provided Freeboard (12" min)			19.56"					

East

Storm Event	Pre-Development		Post-Development					
	CFS	Ac-Ft	East				CFS	Ac-Ft
100 Yr - 1 Hr	0.055	N/A	153.12				0.000	N/A
100 Yr - 2 Hr	0.347	N/A	153.45				0.000	N/A
100 Yr - 4 Hr	1.092	N/A	153.87				0.396	N/A
100 Yr - 8 Hr	1.097	N/A	153.99				0.485	N/A
100 Yr - 24 Hr	0.818	N/A	154.13				0.569	N/A
100 Yr - 72 Hr	1.325	N/A	154.44				0.724	N/A
100 Yr - 168 Hr	1.172	N/A	154.38				0.696	N/A
100 Yr - 240 Hr	1.484	N/A	154.78				0.865	N/A
Design High Water Elev			154.78					
Pond Top Elevation			156.00					
Provided Freeboard (12" min)			14.64"					

Southeast

Storm Event	Pre-Development		Pre-Stage SE5	Post-Development				CFS	Ac-Ft
	CFS	Ac-Ft		NorEast					
100 Yr - 1 Hr	N/A	N/A	136.051	136.05				N/A	N/A
100 Yr - 2 Hr	N/A	N/A	136.427	136.31				N/A	N/A
100 Yr - 4 Hr	N/A	N/A	137.113	136.79				N/A	N/A
100 Yr - 8 Hr	N/A	N/A	137.785	137.06				N/A	N/A
100 Yr - 24 Hr	N/A	N/A	139.165	137.63				N/A	N/A
100 Yr - 72 Hr	N/A	N/A	139.947	138.48				N/A	N/A
100 Yr - 168 Hr	N/A	N/A	140.016	138.95				N/A	N/A
100 Yr - 240 Hr	N/A	N/A	140.032	139.30				N/A	N/A
Design High Water Elev				139.30					
Pond Top Elevation				141.00					
Provided Freeboard (12" min)				20.4"					

South

Storm Event	Pre-Development		Post-Development					
	CFS	Ac-Ft	South A	South B			CFS	Ac-Ft
100 Yr - 1 Hr	22.359	2.467	97.04	92.57			0.000	0.000
100 Yr - 2 Hr	30.955	4.918	96.80	94.02			0.000	0.000
100 Yr - 4 Hr	51.597	9.025	96.62	95.70			0.000	0.000
100 Yr - 8 Hr	51.425	15.949	96.98	96.65			23.477	6.420
100 Yr - 24 Hr	50.868	39.766	97.49	97.44			47.152	37.347
100 Yr - 72 Hr	70.809	65.974	98.39	98.28			63.145	65.652
100 Yr - 168 Hr	60.710	89.571	98.20	98.11			59.868	85.637
100 Yr - 240 Hr	77.586	112.163	98.99	98.84			76.975	104.989
Design High Water Elev			98.99	98.84				
Pond Top Elevation			100.00	100.00				
Provided Freeboard (12" min)			12.12"	13.92"				



INTRODUCTION PAGE

Model requires the use of Excel 2007 or newer

This program is compiled from stormwater management publications and deliberations during a two year review of the stormwater rule in the State of Florida.

Input from the members of the Florida Department of Environmental Protection Stormwater Review Technical Advisory Committee and the staff and consultants from the State Water Management Districts is appreciated.

The State Department of Transportation provided guidance and resources to compile this program. The Stormwater Management Academy is responsible for the content of this program.



GENERAL SITE INFORMATION: V 8.6		GO TO INTRODUCTION PAGE		10/8/2018		Blue Numbers = Red Numbers =		Input data Calculated or Carryover	
Select the appropriate Meteorological Zone, input the appropriate Mean Annual Rainfall amount and select the type of analysis				NAME OF PROJECT		HELP Rainfall			
				Swale Treatment		VIEW ZONE MAP			
Meteorological Zone (Please use zone map):				CLICK ON CELL BELOW TO SELECT Zone 2		VIEW MEAN ANNUAL RAINFALL MAP			
Mean Annual Rainfall (Please use rainfall map):				52.00 Inches					
Type of analysis:				CLICK ON CELL BELOW TO SELECT Specified removal efficiency		GO TO WATERSHED CHARACTERISTICS			
Treatment efficiency (N, P) (ex 80 70 (no decimal points) use only for specified removal efficiency):				80 80 %					
Select the STORMWATER TREATMENT ANALYSIS Button below to begin analyzing the effectiveness of Best Management Practices.				Model documentation and example problems.					
STORMWATER TREATMENT ANALYSIS				There is a user's manual for the BMPTRAINS model. It can be downloaded from .stormater.ucf.edu. The results from the example problems shown in the manual however may not reflect current model results due to ongoing updates of the model.					
Systems available for analysis: Retention Basin with option for calculating effluent concentration Wet Detention Exfiltration Trench Pervious Pavement Stormwater Harvesting Biofiltration Greenroof Rainwater Harvesting Managed Aquatic Plants Detention Vegetated Natural Buffer Vegetated Filter Strip Swale Rain Garden Tree Well Lined reuse pond User Defined BMP				RESET INPUT FOR STORMWATER TREATMENT ANALYSIS					
				METHODOLOGY FOR CALCULATING REQUIRED TREATMENT EFFICIENCY					
				METHODOLOGY FOR RETENTION SYSTEMS			METHODOLOGY FOR WET DETENTION SYSTEMS		
				METHODOLOGY FOR GREENROOF SYSTEMS			METHODOLOGY FOR WATER HARVESTING SYSTEMS		

WATERSHED CHARACTERISTICS		V 8.6	GO TO STORMWATER TREATMENT ANALYSIS		Blue Numbers =	Input data	LAND USES/EMC	
SELECT CATCHMENT CONFIGURATION		7/3/2019	CLICK ON CELL BELOW TO SELECT CONFIGURATION		Red Numbers =	Calculated		
			A - Single Catchment		VIEW CATCHMENT CONFIGURATION			
For comingling, the off-site catchment must be upstream. The delay is only for retention BMPs and must be used in hours as measured by the time of concentration at a one inch/hour rain			COMINGLING		GO TO GENERAL SITE INFORMATION PAGE			
Delay hrs	0.00	CATCHMENT NO.1 NAME:	Lot and ROW		OVERWRITE DEFAULT CONCENTRATIONS USING:			
ma_delay = 15 hrs.		CLICK ON CELL BELOW TO SELECT		VIEW AVERAGE ANNUAL RUNOFF C Factor				
Pre-development land use:		CLICK ON CELL BELOW TO SELECT		VIEW EMC FLUCCS				
Post-development land use:		Single-Family: TN=2.070 TP=0.327		GO TO GIS LANDUSE DATA				
Total pre-development catchment area:			AC			USE DEFAULT CONCENTRATIONS		
Total post-development catchment or for BMP analysis:		0.250	AC	Average annual pre runoff volume:			ac-ft/year	
Pre-development Non DCIA CN:				Average annual post runoff volume (note no BMP area):		0.041	ac-ft/year	
Pre-development DCIA percentage:			%	Pre-development Annual Mass Loading - Nitrogen:			kg/year	
Post-development Non DCIA CN:		65.00		Pre-development Annual Mass Loading - Phosphorus:			kg/year	
Post-development DCIA percentage:		0.00	%	Post-development Annual Mass Loading - Nitrogen:		0.104	kg/year	
Estimated BMP Area (No loading from this area)		0.026	AC	Post-development Annual Mass Loading - Phosphorus:		0.016	kg/year	

SWALE

7/3/2019

V 8.6

SWALE SERVING CONTRIBUTING CATCHMENT:

Swale Treatment

Loadings from BMP area are contained by the BMP, thus no BMP area load.

Contributing catchment area:

Required treatment efficiency (**Nitrogen**):

Required treatment efficiency (**Phosphorus**):

Swale top width calculated for flood conditions [W]:

Swale bottom width (0 for triangular section) [B]:

Swale length [L]:

Average impervious length:

Average impervious width (including shoulder):

Average width of the pervious area to include swale width:

Contributing catchment area:

Swale slope (ft drop/ft length) [S]:

Manning's N:

Soil infiltration rate:

Side slope of swale (horizontal ft/vertical ft) [Z]:

Infiltrated storage depth:

Average height of the swale blocks [H]:

Length of the berm upstream of the crest [Lb]:

Number of swale blocks*:

Volume of water in swales upstream of swale blocks:

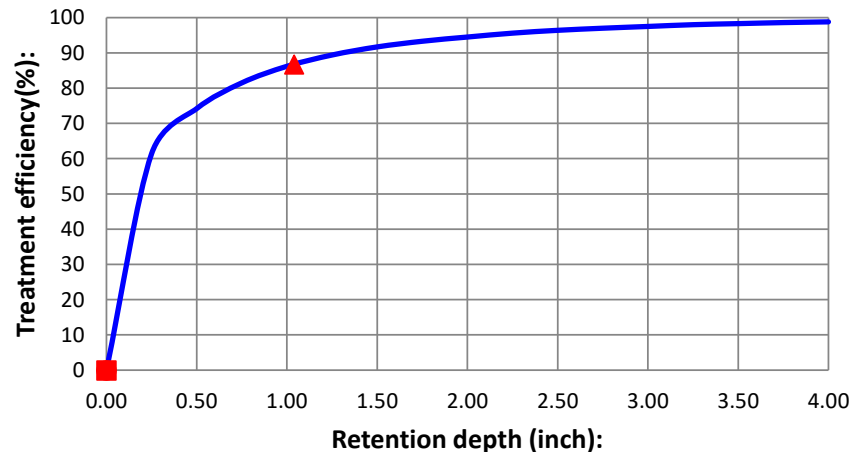
Total volume:

Provided treatment efficiency (**Nitrogen**):

Provided treatment efficiency (**Phosphorus**):

* Assumes that swale blocks are equidistant spacing along length of swale, swale slope is consistent, and swale length is total length of swale

Lot and ROW	Catchment 2	Catchment 3	Catchment 4	
0.224	0.000	0.000	0.000	ac
80.000	80.000	80.000	80.000	%
80.000	80.000	80.000	80.000	%
14.00				ft
0.00				ft
50.00				ft
0.00				ft
0.00				ft
14.00				ft
0.00	0.00	0.00	0.00	ft ²
0.040				
0.030				
3.000				in/hr
3.500				
0.095	0.000	0.000	0.000	in
1.25				ft
1.00				ft
1.00				
0.945	0.000	0.000	0.000	in
1.041	0.000	0.000	0.000	in
86.719	0.000	0.000	0.000	%
86.719	0.000	0.000	0.000	%



- Efficiency Curve:
- ▲ Sys. Eff. (N & P) CAT 1
- Sys. Eff. (N & P) CAT 2
- Sys. Eff. (N & P) CAT 3
- ◆ Sys. Eff. (N & P) CAT 4

NOTE FOR TREATMENT EFFICIENCY GRAPH:

The purpose of this graph is to help illustrate the treatment efficiency of the swale as the function of retention depth. The graph illustrates that there is diminishing effectiveness as the retention depth is increased.

HELP - EXAMPLE PROBLEM 1

Blue Numbers =	Input data	HELP - BACKGROUND
Red Numbers =	Calculated or Carryover	

GO TO STORMWATER TREATMENT ANALYSIS

Concentration reduction (If S = 1% or H = 6 in)	Lot and ROW	Catchment 2	Catchment 3	Catchment 4

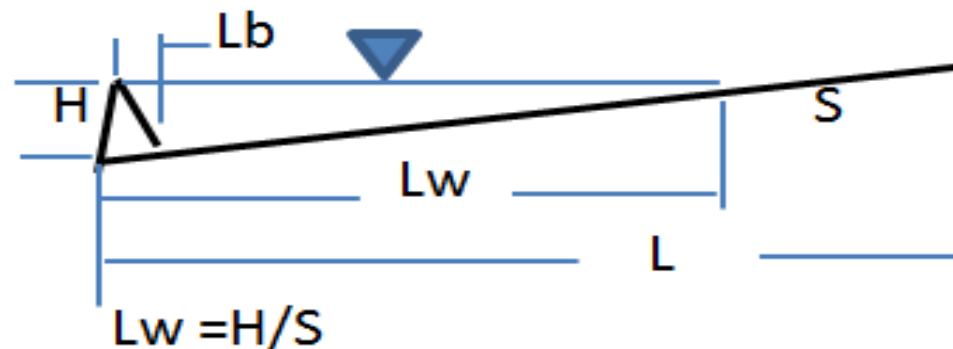
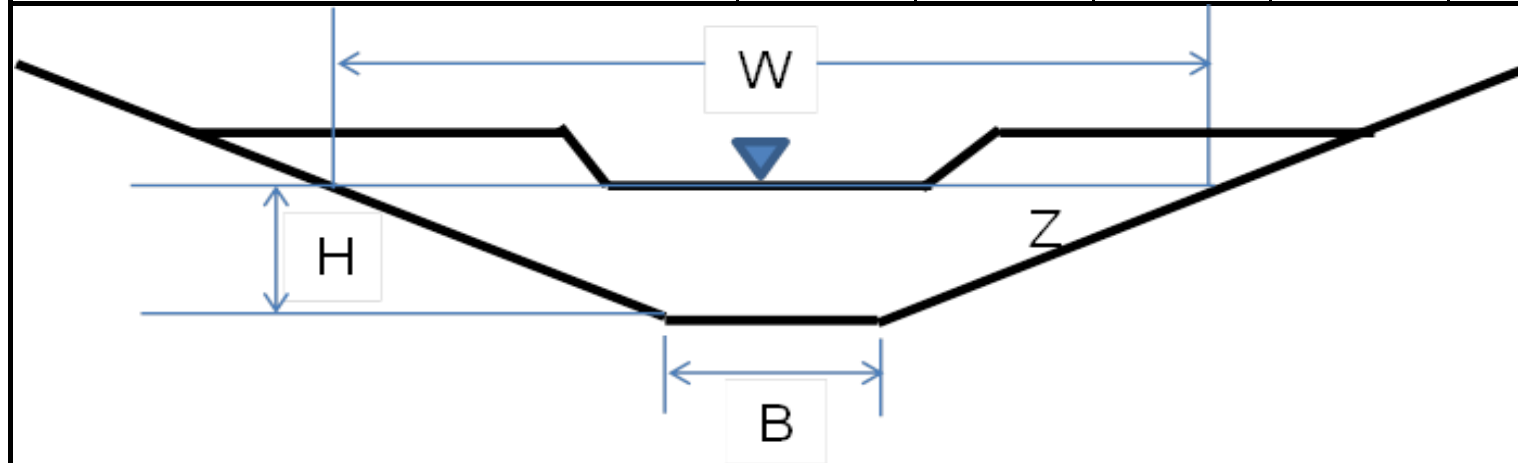
Provided percent mass reductions in surface discharges are:

Nitrogen efficiency	86.719	0.000	0.000	0.000
Phosphorus efficiency	86.719	0.000	0.000	0.000

If you are you interested in the mass of pollutants removed before percolating into the ground ater

Vie Media Mi es

Specify soil media				
Nitrogen mass reduction in groundwater discharge				%
Phosphorus mass reduction in groundwater discharge				%



CATCHMENTS AND TREATMENT SURFACE DISCHARGE SUMMARY

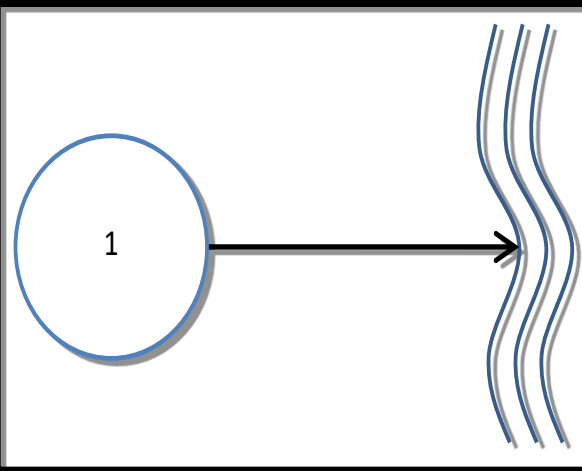
V 8.6

CALCULATION METHODS:

1. The effectiveness of each BMP in a single catchment is converted to an equivalent capture volume.
2. Certain BMP treatment train combinations have not been evaluated and in practice they are at this time not used, an example is a greenroof following a tree cell.
3. Wet detention is last when used in a single catchment with other BMPs, except when followed by filtration

PROJECT TITLE	Single Treatment	Optional Identification			
	Lot and ROW	Catchment 2	Catchment 3	Catchment 4	
BMP Name	Single				
BMP Name					
BMP Name					

Surface Water Discharge Summary Performance of Entire Watershed

Catchment Configuration	A - Single Catchment		7/3/2019	
Nitrogen Pre Load (kg/yr)	0.00	Treatment Objectives or Target for TN MET TP MET	BMPTRAINS MODEL	
Phosphorus Pre Load (kg/yr)	0.00			
Nitrogen Post Load (kg/yr)	0.10			
Phosphorus Post Load (kg/yr)	0.02			
Target Load Reduction (N) %	80			
Target Load Reduction (P) %	80			
Target Discharge Load, N (kg/yr)	0.02			
Target Discharge Load, P (kg/yr)	0.00			
Provided Overall Efficiency, N (%):	87			
Provided Overall Efficiency, P (%):	87			
Discharged Load, N (kg/yr lb/yr):	0.01	0.03		
Discharged Load, P (kg/yr lb/yr):	0.00	0.00		
Load Removed, N (kg/yr lb/yr):	0.09	0.20		
Load Removed, P (kg/yr lb/yr):	0.01	0.03		

Slope Stability Analysis
For Outside Slope of Recharge Trench Berm
Project Name Tara Forest East Subdivision

SLOPE STABILITY ANALYSIS
INFINITE SLOPE THEORY WITH SEEPAGE FORCES

Input Data

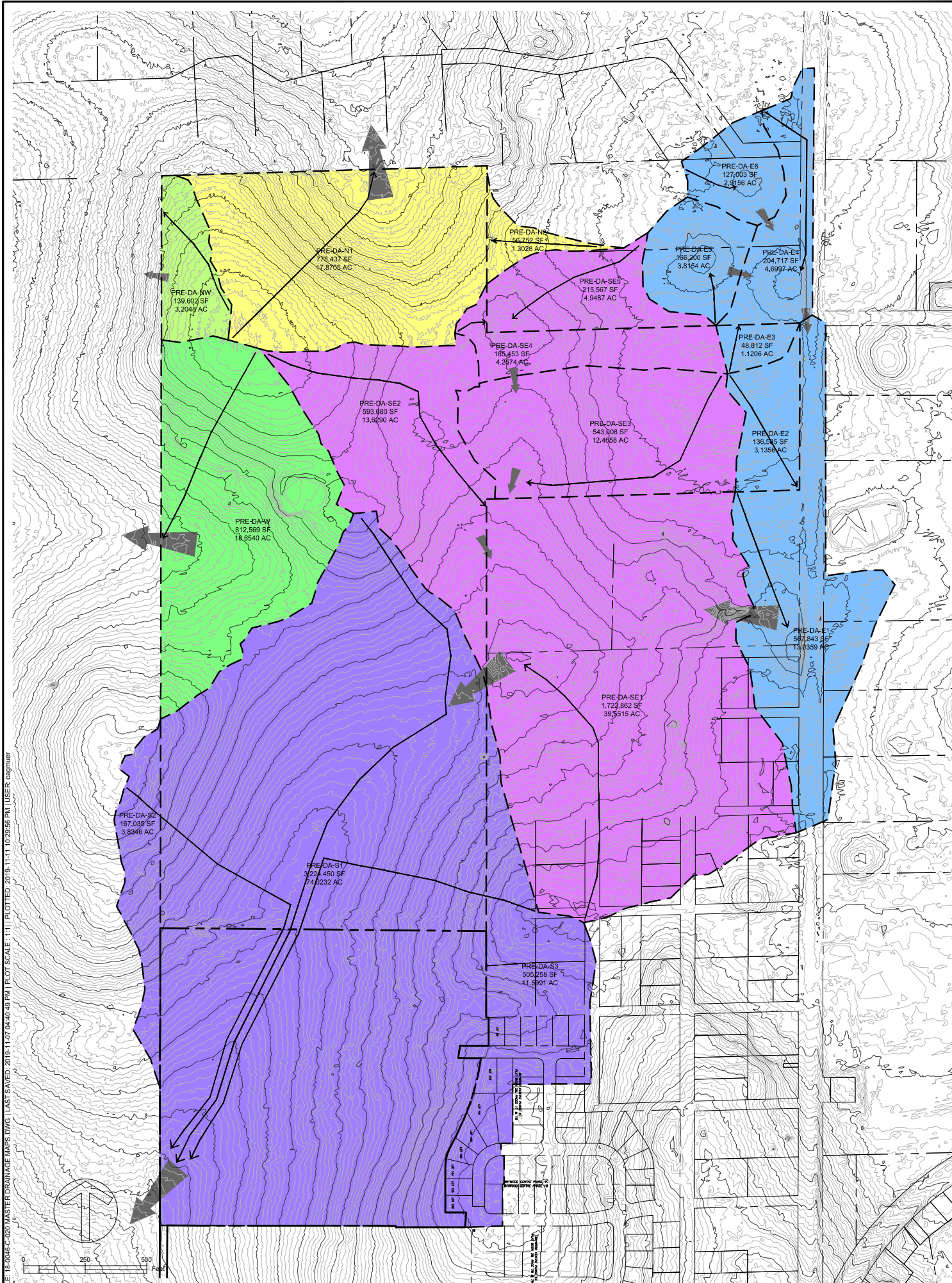
Saturated unit weight	120.0 pcf
Moist unit weight	105.0 pcf
Unit weight of water	62.4 pcf
Slope (Horiz/Vert)	4.0
Inter-particle friction angle	40.0 deg.
% Saturated thickness	100%

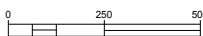
Intermediate Calcs

Effective/Buoyant Unit Weight	57.6 pcf
Slope Angle	14.0 deg.
Hydraulic Gradient	0.25

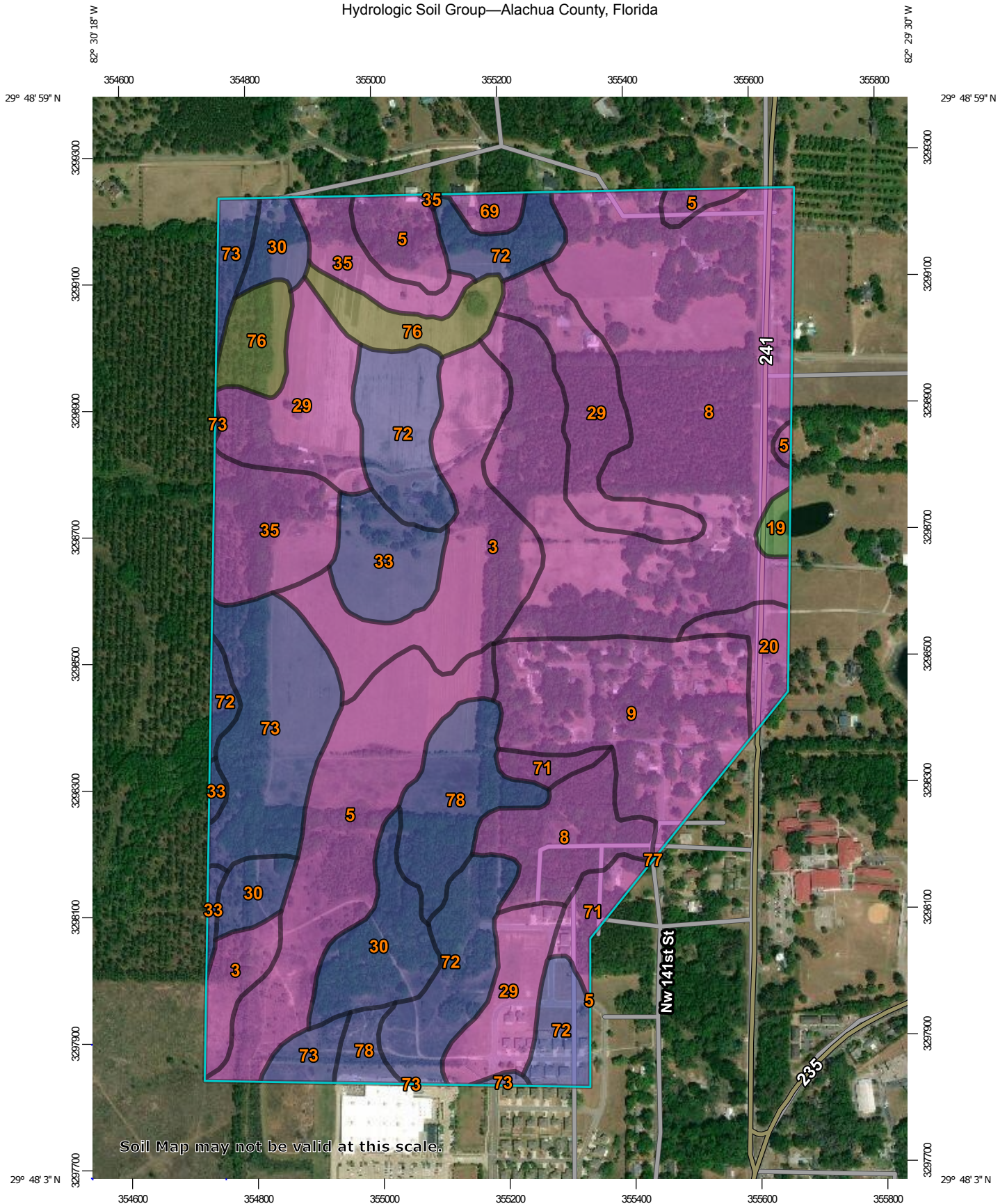
Answer

Computed factor of safety (includes seepage forces)	1.61
Required minimum factor of safety	1.2

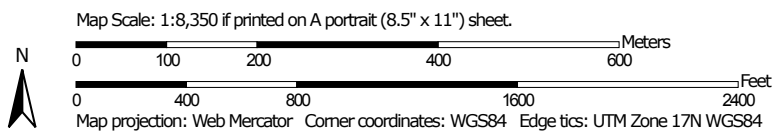




Hydrologic Soil Group—Alachua County, Florida



Soil Map may not be valid at this scale.



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/9/2019
Page 1 of 4

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Alachua County, Florida
 Survey Area Data: Version 20, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 26, 2014—Dec 9, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
3	Arredondo fine sand, 0 to 5 percent slopes	A	22.4	7.8%
5	Fort Meade fine sand, 0 to 5 percent slopes	A	27.8	9.7%
8	Millhopper sand, 0 to 5 percent slopes	A	70.8	24.6%
9	Millhopper-Urban land complex, 0 to 5 percent slopes	A	22.3	7.8%
19	Monteocha loamy sand	A/D	1.1	0.4%
20	Tavares sand, 0 to 5 percent slopes	A	3.6	1.3%
29	Lochloosa fine sand, 2 to 5 percent slopes	A	28.4	9.9%
30	Kendrick sand, 2 to 5 percent slopes	B	13.6	4.7%
33	Norfolk loamy fine sand, 2 to 5 percent slopes	B	8.0	2.8%
35	Gainesville sand, 0 to 5 percent slopes	A	14.3	5.0%
69	Arredondo fine sand, 5 to 8 percent slopes	A	1.5	0.5%
71	Millhopper sand, 5 to 8 percent slopes	A	4.8	1.7%
72	Lochloosa fine sand, 5 to 8 percent slopes	B	27.3	9.5%
73	Kendrick sand, 5 to 8 percent slopes	B	20.7	7.2%
76	Bivans sand, 5 to 8 percent slopes	C/D	9.4	3.3%
77	Bivans sand, 8 to 12 percent slopes	C/D	0.0	0.0%
78	Norfolk loamy fine sand, 5 to 8 percent slopes	B	11.7	4.1%
Totals for Area of Interest			287.7	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

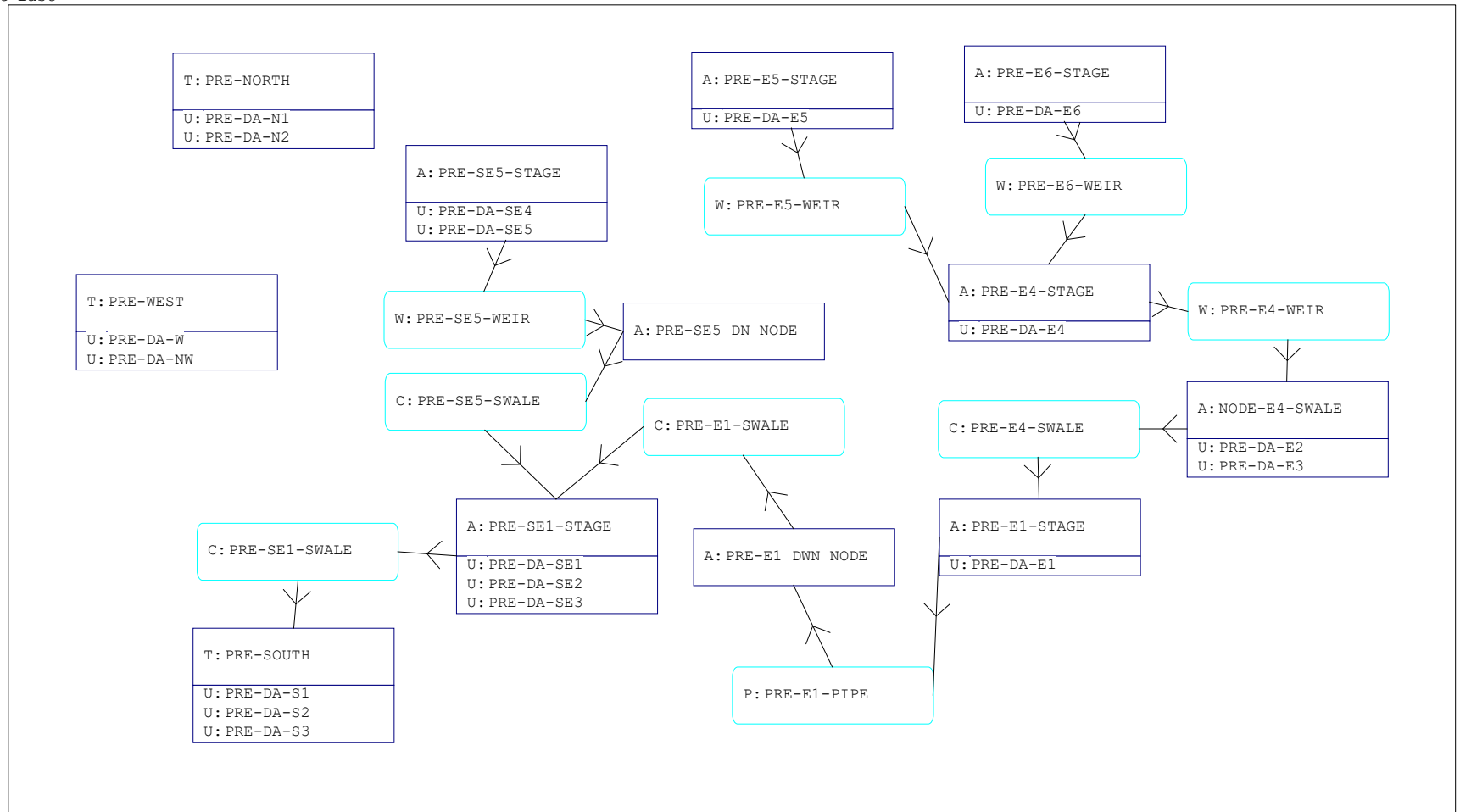
Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Pre-Development ICPR Output

Links
P Pipe
W Weir
C Channel
D Drop Structure
B Bridge
R Rating Curve
H Breach
E Percolation
F Filter
X Exfil Trench



==== Basins =====

Name: PRE-DA-E1 Node: PRE-E1-STAGE Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 17.80
Area(ac): 13.036 Time Shift(hrs): 0.00
Curve Number: 39.74 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: PRE-DA-E2 Node: NODE-E4-SWALE Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 19.60
Area(ac): 3.136 Time Shift(hrs): 0.00
Curve Number: 33.43 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: PRE-DA-E3 Node: NODE-E4-SWALE Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 21.70
Area(ac): 1.121 Time Shift(hrs): 0.00
Curve Number: 32.00 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: PRE-DA-E4 Node: PRE-E4-STAGE Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 28.90
Area(ac): 4.700 Time Shift(hrs): 0.00
Curve Number: 37.17 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: PRE-DA-E5 Node: PRE-E5-STAGE Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 13.10
Area(ac): 3.815 Time Shift(hrs): 0.00
Curve Number: 32.00 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: PRE-DA-E6 Node: PRE-E6-STAGE Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 15.50
Area(ac): 2.916 Time Shift(hrs): 0.00
Curve Number: 32.00 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: PRE-DA-N1 Node: PRE-NORTH Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 20.10

Area(ac): 17.870	Time Shift(hrs): 0.00
Curve Number: 50.68	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-N2	Node: PRE-NORTH	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 14.70
Area(ac): 1.303	Time Shift(hrs): 0.00
Curve Number: 38.22	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-NW	Node: PRE-WEST	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 15.10
Area(ac): 3.205	Time Shift(hrs): 0.00
Curve Number: 52.05	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-S1	Node: PRE-SOUTH	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 57.70
Area(ac): 74.023	Time Shift(hrs): 0.00
Curve Number: 47.41	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-S2	Node: PRE-SOUTH	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 27.10
Area(ac): 3.835	Time Shift(hrs): 0.00
Curve Number: 54.75	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-S3	Node: PRE-SOUTH	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 32.70
Area(ac): 11.599	Time Shift(hrs): 0.00
Curve Number: 36.17	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-SE1	Node: PRE-SE1-STAGE	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 19.70
Area(ac): 39.551	Time Shift(hrs): 0.00
Curve Number: 37.55	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-SE2	Node: PRE-SE1-STAGE	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
------------------------	-----------------------

Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 18.20
Area(ac): 13.629	Time Shift(hrs): 0.00
Curve Number: 43.04	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-SE3	Node: PRE-SE1-STAGE	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	
Unit Hydrograph: Uh323	Peaking Factor: 323.0	
Rainfall File:	Storm Duration(hrs): 0.00	
Rainfall Amount(in): 0.000	Time of Conc(min): 23.50	
Area(ac): 12.466	Time Shift(hrs): 0.00	
Curve Number: 33.71	Max Allowable Q(cfs): 999999.000	
DCIA(%): 0.00		

Name: PRE-DA-SE4	Node: PRE-SE5-STAGE	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	
Unit Hydrograph: Uh323	Peaking Factor: 323.0	
Rainfall File:	Storm Duration(hrs): 0.00	
Rainfall Amount(in): 0.000	Time of Conc(min): 8.80	
Area(ac): 4.257	Time Shift(hrs): 0.00	
Curve Number: 32.00	Max Allowable Q(cfs): 999999.000	
DCIA(%): 0.00		

Name: PRE-DA-SE5	Node: PRE-SE5-STAGE	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	
Unit Hydrograph: Uh323	Peaking Factor: 323.0	
Rainfall File:	Storm Duration(hrs): 0.00	
Rainfall Amount(in): 0.000	Time of Conc(min): 21.20	
Area(ac): 4.949	Time Shift(hrs): 0.00	
Curve Number: 34.14	Max Allowable Q(cfs): 999999.000	
DCIA(%): 0.00		

Name: PRE-DA-W	Node: PRE-WEST	Status: Onsite
Group: BASE	Type: SCS Unit Hydrograph CN	
Unit Hydrograph: Uh323	Peaking Factor: 323.0	
Rainfall File:	Storm Duration(hrs): 0.00	
Rainfall Amount(in): 0.000	Time of Conc(min): 21.70	
Area(ac): 18.654	Time Shift(hrs): 0.00	
Curve Number: 42.73	Max Allowable Q(cfs): 999999.000	
DCIA(%): 0.00		

==== Nodes =====

Name: NODE-E4-SWALE	Base Flow(cfs): 0.000	Init Stage(ft): 155.000
Group: BASE		Warn Stage(ft): 160.000
Type: Stage/Area		

Stage(ft)	Area(ac)
155.000	0.0030
160.000	0.0030

Name: PRE-E1 DWN NODE	Base Flow(cfs): 0.000	Init Stage(ft): 141.000
Group: BASE		Warn Stage(ft): 145.000
Type: Stage/Area		

Stage(ft)	Area(ac)
141.000	0.0300
145.000	0.0300

Name: PRE-E1-STAGE	Base Flow(cfs): 0.000	Init Stage(ft): 138.000
--------------------	-----------------------	-------------------------

Group: BASE
Type: Stage/Area

Warn Stage(ft): 147.000

Stage(ft)	Area(ac)
138.000	0.0402
139.000	0.0931
140.000	0.1517
141.000	0.2096
142.000	0.3263
143.000	0.5492
144.000	0.8642
145.000	1.1945
146.000	1.5268
147.000	1.8071

Name: PRE-E4-STAGE Base Flow(cfs): 0.000 Init Stage(ft): 149.000
Group: BASE Warn Stage(ft): 156.000
Type: Stage/Area

Stage(ft)	Area(ac)
149.000	0.0505
150.000	0.2532
151.000	0.4158
152.000	0.5733
153.000	0.7459
154.000	0.9890
155.000	1.3044
156.000	1.8289

Name: PRE-E5-STAGE Base Flow(cfs): 0.000 Init Stage(ft): 148.000
Group: BASE Warn Stage(ft): 156.000
Type: Stage/Area

Stage(ft)	Area(ac)
148.000	0.0075
149.000	0.0807
150.000	0.1854
151.000	0.3110
152.000	0.4406
153.000	0.5923
154.000	0.7839
155.000	1.0867
156.000	1.6801

Name: PRE-E6-STAGE Base Flow(cfs): 0.000 Init Stage(ft): 153.000
Group: BASE Warn Stage(ft): 158.000
Type: Stage/Area

Stage(ft)	Area(ac)
153.000	0.0150
154.000	0.1042
155.000	0.2025
156.000	0.3048
157.000	0.5739
158.000	1.3158

Name: PRE-NORTH Base Flow(cfs): 0.000 Init Stage(ft): 0.000
Group: BASE Warn Stage(ft): 0.000
Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Name: PRE-SE1-STAGE Base Flow(cfs): 0.000 Init Stage(ft): 115.000
Group: BASE Warn Stage(ft): 121.000
Type: Stage/Area

Stage(ft)	Area(ac)
115.000	0.0589
116.000	0.2844
117.000	0.6016
118.000	0.9729
119.000	1.3425
120.000	1.8764
121.000	2.5513

Name: PRE-SE5 DN NODE Base Flow(cfs): 0.000 Init Stage(ft): 139.000
Group: BASE Warn Stage(ft): 145.000
Type: Stage/Area

Stage(ft)	Area(ac)
139.000	0.0300
145.000	0.0300

Name: PRE-SE5-STAGE Base Flow(cfs): 0.000 Init Stage(ft): 136.000
Group: BASE Warn Stage(ft): 141.000
Type: Stage/Area

Stage(ft)	Area(ac)
136.000	0.1202
137.000	0.2956
138.000	0.4920
139.000	0.8037
140.000	1.1891
141.000	1.7981

Name: PRE-SOUTH Base Flow(cfs): 0.000 Init Stage(ft): 0.000
Group: BASE Warn Stage(ft): 0.000
Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Name: PRE-WEST Base Flow(cfs): 0.000 Init Stage(ft): 0.000
Group: BASE Warn Stage(ft): 0.000
Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

==== Pipes =====

Name: PRE-E1-PIPE	From Node: PRE-E1-STAGE	Length(ft): 53.00
Group: BASE	To Node: PRE-E1 DWN NODE	Count: 1
	Friction Equation: Automatic	
UPSTREAM	DOWNSTREAM	Solution Algorithm: Most Restrictive
Geometry: Circular	Circular	Flow: Both
Span(in): 24.00	24.00	Entrance Loss Coef: 0.00
Rise(in): 24.00	24.00	Exit Loss Coef: 1.00
Invert(ft): 142.000	141.000	Bend Loss Coef: 0.00
Manning's N: 0.014000	0.014000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Stabilizer Option: None

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

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=====
==== Channels =====
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```

```

Name: PRE-E1-SWALE      From Node: PRE-E1 DWN NODE      Length(ft): 750.00
Group: BASE              To Node: PRE-SE1-STAGE        Count: 1

      UPSTREAM      DOWNSTREAM      Friction Equation: Automatic
Geometry: Trapezoidal Trapezoidal  Solution Algorithm: Automatic
  Invert(ft): 141.000      118.000      Flow: Both
TClpInitZ(ft): 9999.000    9999.000    Contraction Coef: 0.100
Manning's N: 0.014000     0.014000    Expansion Coef: 0.300
Top Clip(ft): 0.000       0.000       Entrance Loss Coef: 0.000
Bot Clip(ft): 0.000       0.000       Exit Loss Coef: 0.000
Main XSec:                Outlet Ctrl Spec: Use dc or tw
AuxElev1(ft):             Inlet Ctrl Spec: Use dc
Aux XSec1:                Stabilizer Option: None
AuxElev2(ft):
Aux XSec2:
Top Width(ft):
Depth(ft):
Bot Width(ft): 12.000     12.000
LtSdSlp(h/v): 6.00       6.00
RtSdSlp(h/v): 6.00       6.00

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-----
Name: PRE-E4-SWALE      From Node: NODE-E4-SWALE      Length(ft): 1260.00
Group: BASE              To Node: PRE-E1-STAGE        Count: 1

      UPSTREAM      DOWNSTREAM      Friction Equation: Automatic
Geometry: Trapezoidal Trapezoidal  Solution Algorithm: Automatic
  Invert(ft): 155.000     146.000     Flow: Both
TClpInitZ(ft): 9999.000    9999.000    Contraction Coef: 0.100
Manning's N: 0.014000     0.014000    Expansion Coef: 0.300
Top Clip(ft): 0.000       0.000       Entrance Loss Coef: 0.000
Bot Clip(ft): 0.000       0.000       Exit Loss Coef: 0.000
Main XSec:                Outlet Ctrl Spec: Use dc or tw
AuxElev1(ft):             Inlet Ctrl Spec: Use dc
Aux XSec1:                Stabilizer Option: None
AuxElev2(ft):
Aux XSec2:
Top Width(ft):
Depth(ft):
Bot Width(ft): 1.000     1.000
LtSdSlp(h/v): 4.00       4.00
RtSdSlp(h/v): 10.00      10.00

```

```

-----
Name: PRE-SE1-SWALE     From Node: PRE-SE1-STAGE      Length(ft): 1350.00
Group: BASE              To Node: PRE-SOUTH          Count: 1

      UPSTREAM      DOWNSTREAM      Friction Equation: Automatic
Geometry: Trapezoidal Trapezoidal  Solution Algorithm: Automatic
  Invert(ft): 120.000     106.000     Flow: Both
TClpInitZ(ft): 9999.000    9999.000    Contraction Coef: 0.100
Manning's N: 0.014000     0.014000    Expansion Coef: 0.300
Top Clip(ft): 0.000       0.000       Entrance Loss Coef: 0.000
Bot Clip(ft): 0.000       0.000       Exit Loss Coef: 0.000
Main XSec:                Outlet Ctrl Spec: Use dc or tw
AuxElev1(ft):             Inlet Ctrl Spec: Use dc
Aux XSec1:                Stabilizer Option: None
AuxElev2(ft):
Aux XSec2:
Top Width(ft):
Depth(ft):
Bot Width(ft): 50.000     50.000
LtSdSlp(h/v): 35.00      35.00
RtSdSlp(h/v): 35.00      35.00

```

```

-----
Name: PRE-SE5-SWALE     From Node: PRE-SE5 DN NODE    Length(ft): 1115.00
Group: BASE              To Node: PRE-SE1-STAGE        Count: 1

      UPSTREAM      DOWNSTREAM      Friction Equation: Automatic
Geometry: Trapezoidal Trapezoidal  Solution Algorithm: Automatic
  Invert(ft): 139.000     121.000     Flow: Both
TClpInitZ(ft): 9999.000    9999.000    Contraction Coef: 0.100
Manning's N: 0.014000     0.014000    Expansion Coef: 0.300
Top Clip(ft): 0.000       0.000       Entrance Loss Coef: 0.000
Bot Clip(ft): 0.000       0.000       Exit Loss Coef: 0.000
Main XSec:                Outlet Ctrl Spec: Use dc or tw
AuxElev1(ft):             Inlet Ctrl Spec: Use dc
Aux XSec1:                Stabilizer Option: None

```

```
AuxElev2(ft):
Aux XSec2:
Top Width(ft):
Depth(ft):
Bot Width(ft): 5.000      5.000
LtSdSlp(h/v): 60.00      60.00
RtSdSlp(h/v): 60.00      60.00
```

=====

==== Weirs =====

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```
Name: PRE-E4-WEIR      From Node: PRE-E4-STAGE
Group: BASE            To Node: NODE-E4-SWALE
Flow: Positive         Count: 1
Type: Vertical: Mavis  Geometry: Trapezoidal

Bottom Width(ft): 1.00
Left Side Slope(h/v): 4.00
Right Side Slope(h/v): 10.00
Invert(ft): 155.000
Control Elevation(ft): 155.000
Struct Opening Dim(ft): 9999.00

Bottom Clip(ft): 0.000
Top Clip(ft): 0.000
Weir Discharge Coef: 3.200
Orifice Discharge Coef: 0.600
```

TABLE

```
Name: PRE-E5-WEIR      From Node: PRE-E5-STAGE
Group: BASE            To Node: PRE-E4-STAGE
Flow: Both             Count: 1
Type: Vertical: Mavis  Geometry: Trapezoidal

Bottom Width(ft): 40.00
Left Side Slope(h/v): 60.00
Right Side Slope(h/v): 60.00
Invert(ft): 155.500
Control Elevation(ft): 155.500
Struct Opening Dim(ft): 9999.00

Bottom Clip(ft): 0.000
Top Clip(ft): 0.000
Weir Discharge Coef: 3.200
Orifice Discharge Coef: 0.600
```

TABLE

```
Name: PRE-E6-WEIR      From Node: PRE-E6-STAGE
Group: BASE            To Node: PRE-E4-STAGE
Flow: Both             Count: 1
Type: Vertical: Mavis  Geometry: Trapezoidal

Bottom Width(ft): 35.00
Left Side Slope(h/v): 40.00
Right Side Slope(h/v): 40.00
Invert(ft): 157.500
Control Elevation(ft): 157.500
Struct Opening Dim(ft): 9999.00

Bottom Clip(ft): 0.000
Top Clip(ft): 0.000
Weir Discharge Coef: 3.200
Orifice Discharge Coef: 0.600
```

TABLE

```
Name: PRE-SE5-WEIR     From Node: PRE-SE5-STAGE
Group: BASE            To Node: PRE-SE5 DN NODE
Flow: Both             Count: 1
Type: Vertical: Mavis  Geometry: Trapezoidal

Bottom Width(ft): 5.00
Left Side Slope(h/v): 80.00
Right Side Slope(h/v): 80.00
Invert(ft): 139.870
Control Elevation(ft): 139.870
Struct Opening Dim(ft): 9999.00

Bottom Clip(ft): 0.000
Top Clip(ft): 0.000
Weir Discharge Coef: 3.200
```

TABLE

Orifice Discharge Coef: 0.600

==== Hydrology Simulations =====

Name: 100Y001H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y001H.R32

Override Defaults: Yes
Storm Duration(hrs): 1.00
Rainfall File: FDOT-1
Rainfall Amount(in): 4.40

Time(hrs)	Print Inc(min)
2.000	2.50
721.000	5.00

Name: 100Y002H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y002H.R32

Override Defaults: Yes
Storm Duration(hrs): 2.00
Rainfall File: FDOT-2
Rainfall Amount(in): 5.40

Time(hrs)	Print Inc(min)
4.000	2.50
722.000	5.00

Name: 100Y004H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y004H.R32

Override Defaults: Yes
Storm Duration(hrs): 4.00
Rainfall File: FDOT-4
Rainfall Amount(in): 6.72

Time(hrs)	Print Inc(min)
6.000	2.50
724.000	5.00

Name: 100Y008H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y008H.R32

Override Defaults: Yes
Storm Duration(hrs): 8.00
Rainfall File: FDOT-8
Rainfall Amount(in): 8.00

Time(hrs)	Print Inc(min)
12.000	2.50
728.000	5.00

Name: 100Y024H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y024H.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: FDOT-24
Rainfall Amount(in): 11.04

Time(hrs)	Print Inc(min)
30.000	5.00
744.000	10.00

Name: 100Y072H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y072H.R32

Override Defaults: Yes
Storm Duration(hrs): 72.00
Rainfall File: FDOT-72
Rainfall Amount(in): 13.80

Time(hrs)	Print Inc(min)
77.000	5.00

792.000 10.00

Name: 100Y168H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y168H.R32

Override Defaults: Yes
Storm Duration(hrs): 168.00
Rainfall File: FDOT-168
Rainfall Amount(in): 16.00

Time(hrs)	Print Inc(min)
-----	-----
173.000	5.00
888.000	10.00

Name: 100Y240H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y240H.R32

Override Defaults: Yes
Storm Duration(hrs): 240.00
Rainfall File: Fdot-240
Rainfall Amount(in): 18.00

Time(hrs)	Print Inc(min)
-----	-----
245.000	5.00
960.000	10.00

==== Routing Simulations =====

Name: 100Y001H Hydrology Sim: 100Y001H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y001H.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 721.00
Min Calc Time(sec): 0.2500	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

100 yr / 001 hr

Time(hrs)	Print Inc(min)
-----	-----
999.000	5.000

Group	Run
-----	-----
BASE	Yes

Name: 100Y002H Hydrology Sim: 100Y002H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y002H.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 722.00
Min Calc Time(sec): 0.2500	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

100 yr / 002 hr

Time(hrs)	Print Inc(min)
-----	-----
999.000	5.000

Group	Run
-----	-----
BASE	Yes

Name: 100Y004H Hydrology Sim: 100Y004H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y004H.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
-----------------------	-------------------------

Time Step Optimizer: 10.000	End Time(hrs): 724.00
Start Time(hrs): 0.000	Max Calc Time(sec): 60.0000
Min Calc Time(sec): 0.2500	Boundary Flows:
Boundary Stages:	

100 yr / 004 hr

Time(hrs)	Print Inc(min)
999.000	5.000
Group	Run
BASE	Yes

Name: 100Y008H	Hydrology Sim: 100Y008H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y008H.I32	

Execute: Yes	Restart: No	Patch: No
Alternative: No		

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 728.00
Min Calc Time(sec): 0.2500	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

100 yr / 008 hr

Time(hrs)	Print Inc(min)
999.000	5.000
Group	Run
BASE	Yes

Name: 100Y024H	Hydrology Sim: 100Y024H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y024H.I32	

Execute: Yes	Restart: No	Patch: No
Alternative: No		

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 744.00
Min Calc Time(sec): 0.2500	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

100 yr / 024 hr

Time(hrs)	Print Inc(min)
999.000	5.000
Group	Run
BASE	Yes

Name: 100Y072H	Hydrology Sim: 100Y072H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y072H.I32	

Execute: Yes	Restart: No	Patch: No
Alternative: No		

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 792.00
Min Calc Time(sec): 0.2500	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

100 yr / 072 hr

Time(hrs)	Print Inc(min)
999.000	5.000
Group	Run
BASE	Yes

Name: 100Y168H Hydrology Sim: 100Y168H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y168H.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 888.00
Min Calc Time(sec): 0.2500 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

100 yr / 168 hr

Time(hrs)	Print Inc(min)
999.000	5.000

Group	Run
BASE	Yes

Name: 100Y240H Hydrology Sim: 100Y240H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y240H.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 960.00
Min Calc Time(sec): 0.2500 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

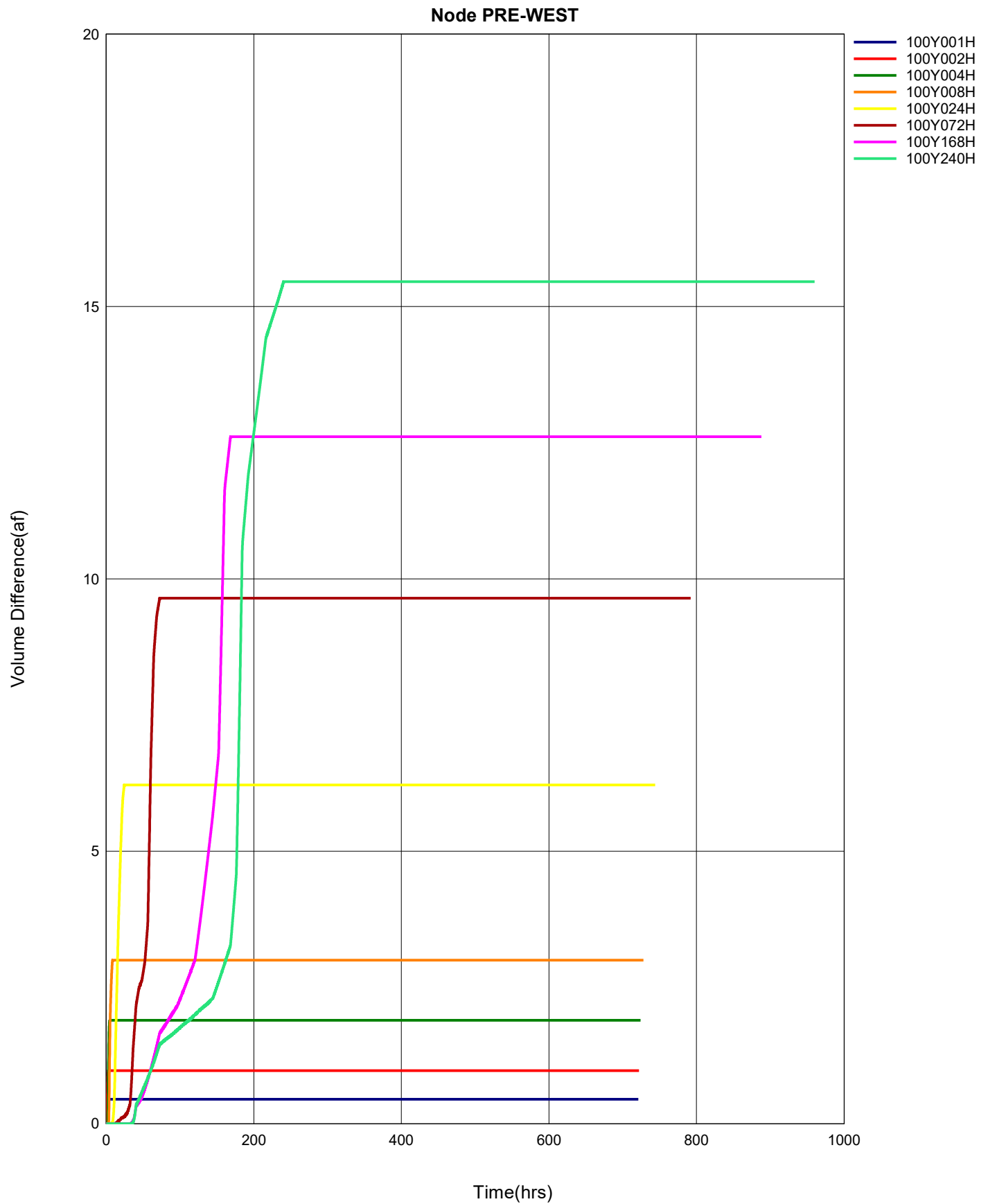
100 yr / 240 hr

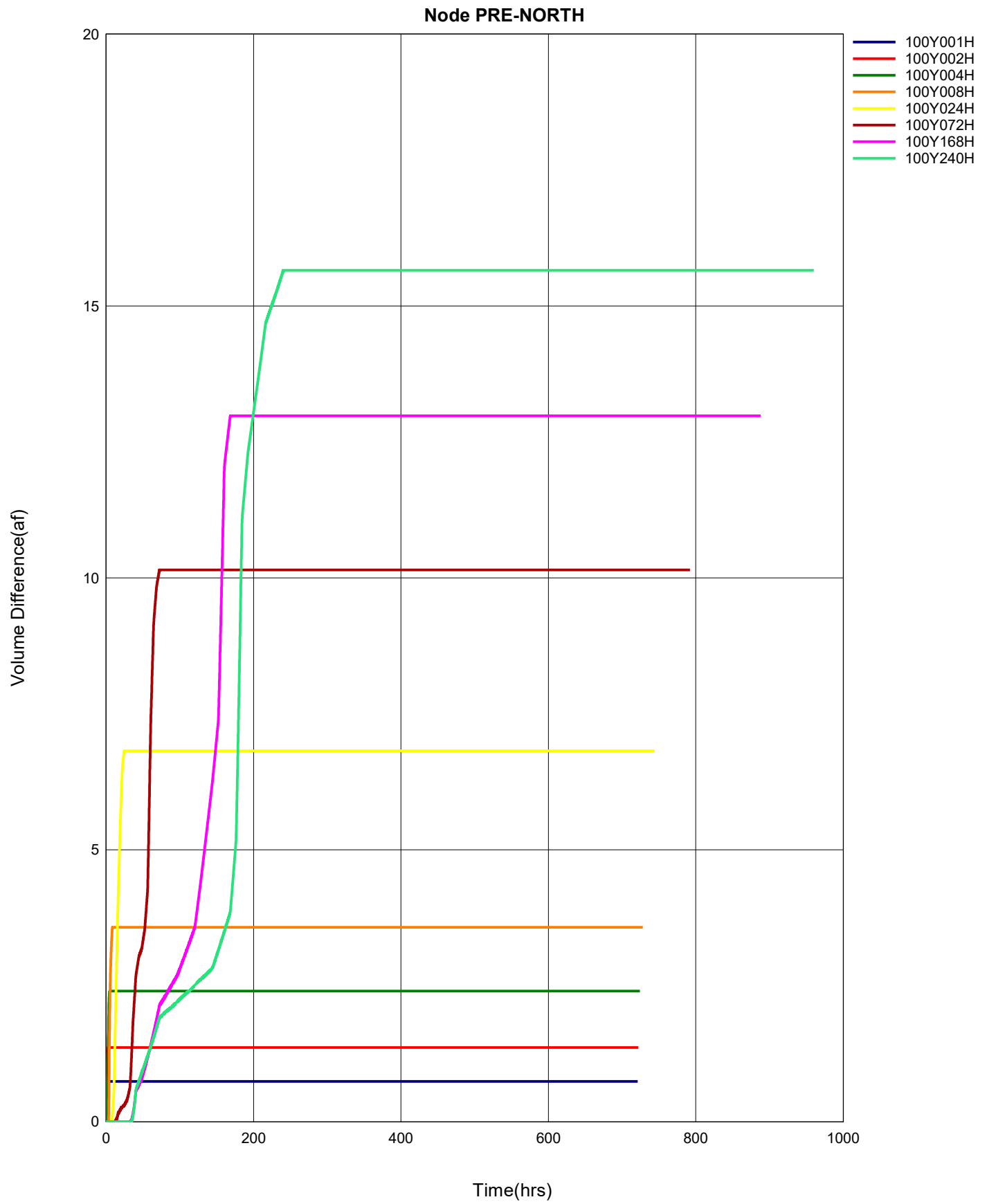
Time(hrs)	Print Inc(min)
999.000	5.000

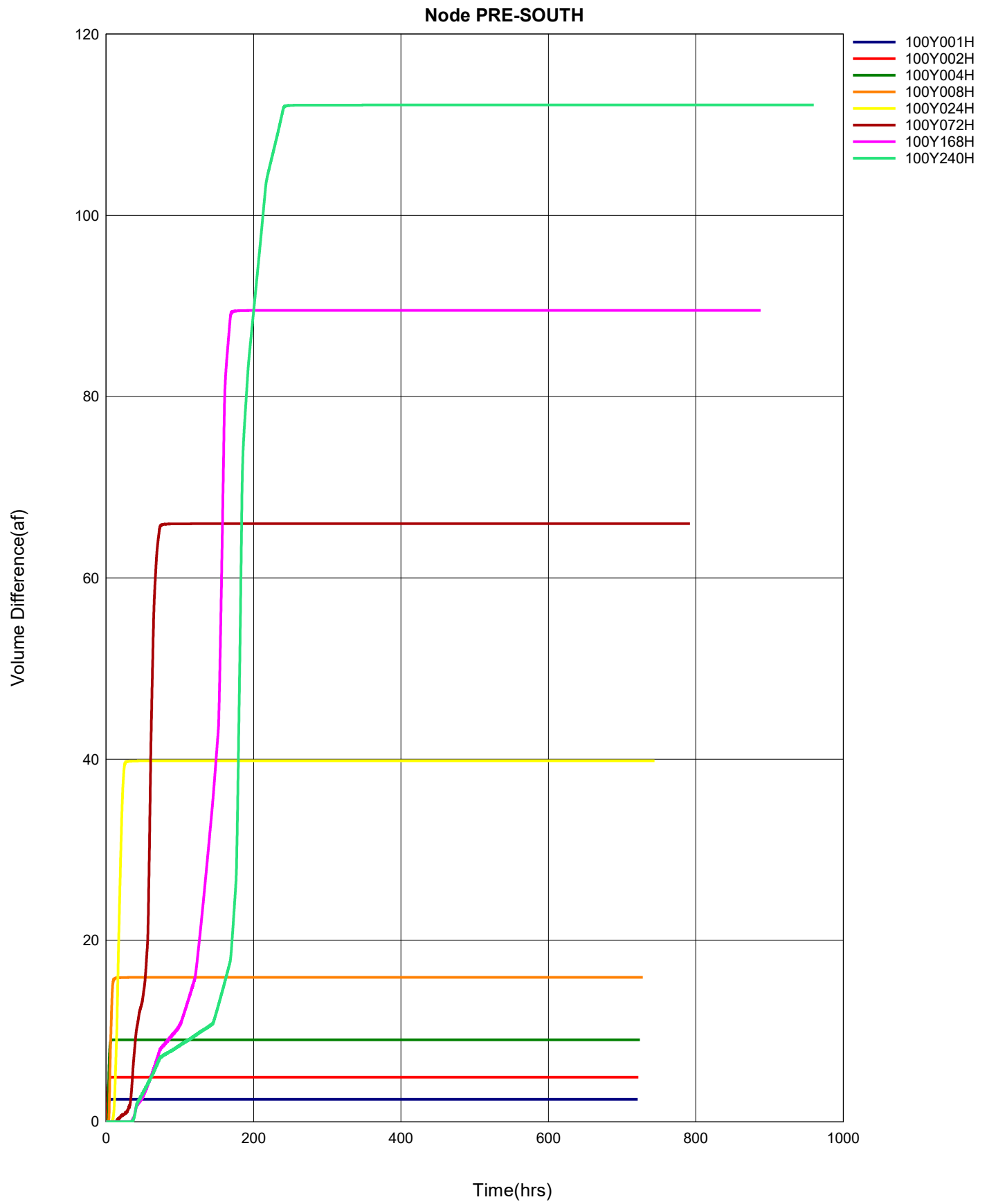
Group	Run
BASE	Yes

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs
NODE-E4-SWALE	BASE	100Y001H	1.18	155.037	160.000	-0.0003	1072	1.00	0.055	1.18
NODE-E4-SWALE	BASE	100Y002H	1.94	155.117	160.000	-0.0011	1786	1.87	0.347	1.94
NODE-E4-SWALE	BASE	100Y004H	3.15	155.210	160.000	-0.0016	2587	3.08	1.092	3.15
NODE-E4-SWALE	BASE	100Y008H	5.09	155.212	160.000	-0.0022	2603	5.04	1.097	5.09
NODE-E4-SWALE	BASE	100Y024H	15.11	155.183	160.000	-0.0016	2361	15.08	0.818	15.11
NODE-E4-SWALE	BASE	100Y072H	60.02	155.233	160.000	0.0037	2788	59.99	1.325	60.02
NODE-E4-SWALE	BASE	100Y168H	160.00	155.220	160.000	0.0036	2673	159.98	1.172	160.00
NODE-E4-SWALE	BASE	100Y240H	184.01	155.247	160.000	0.0038	2903	184.00	1.484	184.01
PRE-E1 DWN NODE	BASE	100Y001H	0.00	141.000	145.000	0.0000	1534	0.00	0.000	0.00
PRE-E1 DWN NODE	BASE	100Y002H	0.00	141.000	145.000	0.0000	1534	0.00	0.000	0.00
PRE-E1 DWN NODE	BASE	100Y004H	4.81	141.024	145.000	0.0004	5935	4.66	0.259	4.81
PRE-E1 DWN NODE	BASE	100Y008H	7.28	141.103	145.000	-0.0006	6270	7.21	2.309	7.28
PRE-E1 DWN NODE	BASE	100Y024H	16.24	141.145	145.000	-0.0004	6441	16.18	3.886	16.24
PRE-E1 DWN NODE	BASE	100Y072H	60.18	141.194	145.000	0.0008	6640	60.13	6.122	60.18
PRE-E1 DWN NODE	BASE	100Y168H	160.08	141.178	145.000	-0.0008	6575	160.02	5.346	160.08
PRE-E1 DWN NODE	BASE	100Y240H	184.10	141.207	145.000	0.0008	6692	184.05	6.770	184.10
PRE-E1-STAGE	BASE	100Y001H	721.00	139.339	147.000	0.0042	5554	0.92	2.936	0.00
PRE-E1-STAGE	BASE	100Y002H	722.00	140.661	147.000	0.0041	8909	1.54	3.573	0.00
PRE-E1-STAGE	BASE	100Y004H	4.67	142.214	147.000	0.0045	17398	3.04	7.947	4.66
PRE-E1-STAGE	BASE	100Y008H	7.22	142.703	147.000	0.0045	22885	4.13	8.348	7.21
PRE-E1-STAGE	BASE	100Y024H	16.21	142.940	147.000	0.0050	25529	15.05	4.479	16.18
PRE-E1-STAGE	BASE	100Y072H	60.14	143.227	147.000	0.0050	29667	59.99	6.505	60.13
PRE-E1-STAGE	BASE	100Y168H	160.05	143.132	147.000	-0.0050	28266	159.98	5.437	160.02
PRE-E1-STAGE	BASE	100Y240H	184.08	143.305	147.000	0.0050	30852	184.00	6.951	184.05
PRE-E4-STAGE	BASE	100Y001H	3.33	149.283	156.000	0.0010	4696	1.04	0.383	0.00
PRE-E4-STAGE	BASE	100Y002H	4.33	149.695	156.000	0.0014	8337	1.79	0.753	0.00
PRE-E4-STAGE	BASE	100Y004H	6.34	150.233	156.000	0.0016	12682	3.13	1.739	0.00
PRE-E4-STAGE	BASE	100Y008H	10.29	150.749	156.000	0.0025	16337	5.08	1.686	0.00
PRE-E4-STAGE	BASE	100Y024H	26.34	151.919	156.000	0.0027	24418	15.09	1.146	0.00
PRE-E4-STAGE	BASE	100Y072H	74.34	152.887	156.000	0.0029	31639	59.99	1.703	0.00
PRE-E4-STAGE	BASE	100Y168H	170.26	153.578	156.000	0.0028	38614	159.92	1.445	0.00
PRE-E4-STAGE	BASE	100Y240H	960.01	154.174	156.000	0.0030	45467	184.00	1.841	0.00
PRE-E5-STAGE	BASE	100Y001H	2.08	148.037	156.000	0.0002	444	1.00	0.010	0.00
PRE-E5-STAGE	BASE	100Y002H	3.05	148.615	156.000	0.0012	2287	1.83	0.259	0.00
PRE-E5-STAGE	BASE	100Y004H	5.06	149.374	156.000	0.0019	5223	3.04	0.948	0.00
PRE-E5-STAGE	BASE	100Y008H	9.04	150.007	156.000	0.0026	8115	5.04	0.909	0.00
PRE-E5-STAGE	BASE	100Y024H	25.09	151.296	156.000	0.0028	15216	15.00	0.689	0.00
PRE-E5-STAGE	BASE	100Y072H	73.09	152.304	156.000	0.0039	21199	59.99	1.142	0.00
PRE-E5-STAGE	BASE	100Y168H	169.10	153.022	156.000	0.0029	25986	159.98	1.018	0.00
PRE-E5-STAGE	BASE	100Y240H	241.09	153.615	156.000	0.0033	30935	184.00	1.291	0.00
PRE-E6-STAGE	BASE	100Y001H	2.25	153.016	158.000	0.0001	716	1.04	0.007	0.00
PRE-E6-STAGE	BASE	100Y002H	3.25	153.423	158.000	0.0009	2297	1.87	0.191	0.00
PRE-E6-STAGE	BASE	100Y004H	5.26	154.027	158.000	0.0013	4656	3.08	0.689	0.00
PRE-E6-STAGE	BASE	100Y008H	9.26	154.580	158.000	0.0023	7024	5.04	0.686	0.00
PRE-E6-STAGE	BASE	100Y024H	25.26	155.771	158.000	0.0025	12257	15.08	0.523	0.00
PRE-E6-STAGE	BASE	100Y072H	73.26	156.647	158.000	0.0033	20857	59.99	0.870	0.00
PRE-E6-STAGE	BASE	100Y168H	169.26	157.174	158.000	0.0025	30623	159.98	0.777	0.00
PRE-E6-STAGE	BASE	100Y240H	239.96	157.506	158.000	0.0029	41366	184.00	0.984	239.96
PRE-NORTH	BASE	100Y001H	0.00	0.000	0.000	0.0000	0	0.87	15.017	0.00
PRE-NORTH	BASE	100Y002H	0.00	0.000	0.000	0.0000	0	1.08	13.824	0.00
PRE-NORTH	BASE	100Y004H	0.00	0.000	0.000	0.0000	0	2.63	18.455	0.00
PRE-NORTH	BASE	100Y008H	0.00	0.000	0.000	0.0000	0	4.08	21.649	0.00
PRE-NORTH	BASE	100Y024H	0.00	0.000	0.000	0.0000	0	12.08	9.500	0.00
PRE-NORTH	BASE	100Y072H	0.00	0.000	0.000	0.0000	0	59.99	9.556	0.00
PRE-NORTH	BASE	100Y168H	0.00	0.000	0.000	0.0000	0	159.92	7.350	0.00
PRE-NORTH	BASE	100Y240H	0.00	0.000	0.000	0.0000	0	183.92	9.516	0.00
PRE-SE1-STAGE	BASE	100Y001H	2.92	116.561	121.000	0.0050	22197	0.92	10.223	0.00
PRE-SE1-STAGE	BASE	100Y002H	3.88	117.843	121.000	0.0050	41888	1.58	13.177	0.00
PRE-SE1-STAGE	BASE	100Y004H	724.01	119.357	121.000	0.0050	77686	3.04	29.345	0.00
PRE-SE1-STAGE	BASE	100Y008H	7.21	120.113	121.000	0.0050	128938	4.13	30.615	7.21
PRE-SE1-STAGE	BASE	100Y024H	15.30	120.162	121.000	0.0050	132631	15.08	20.235	15.30
PRE-SE1-STAGE	BASE	100Y072H	60.05	120.214	121.000	0.0050	136660	59.99	30.614	60.05
PRE-SE1-STAGE	BASE	100Y168H	160.02	120.205	121.000	0.0049	145838	160.00	28.434	160.02
PRE-SE1-STAGE	BASE	100Y240H	184.02	120.238	121.000	0.0048	149212	184.00	36.176	184.02
PRE-SE5 DN NODE	BASE	100Y001H	0.00	139.000	145.000	0.0000	1446	0.00	0.000	0.00
PRE-SE5 DN NODE	BASE	100Y002H	0.00	139.000	145.000	0.0000	1446	0.00	0.000	0.00
PRE-SE5 DN NODE	BASE	100Y004H	0.00	139.000	145.000	0.0000	1446	0.00	0.000	0.00
PRE-SE5 DN NODE	BASE	100Y008H	0.00	139.000	145.000	0.0000	1446	0.00	0.000	0.00
PRE-SE5 DN NODE	BASE	100Y024H	0.00	139.000	145.000	0.0000	1446	0.00	0.000	0.00
PRE-SE5 DN NODE	BASE	100Y072H	68.11	139.063	145.000	0.0009	8169	68.04	0.669	68.11
PRE-SE5 DN NODE	BASE	100Y168H	160.03	139.126	145.000	0.0023	12143	160.00	2.528	160.03
PRE-SE5 DN NODE	BASE	100Y240H	184.06	139.141	145.000	0.0024	13082	184.02	3.177	184.06
PRE-SE5-STAGE	BASE	100Y001H	2.75	136.051	141.000	0.0002	5629	1.00	0.149	0.00
PRE-SE5-STAGE	BASE	100Y002H	3.72	136.427	141.000	0.0009	8496	1.79	0.808	0.00
PRE-SE5-STAGE	BASE	100Y004H	5.67	137.113	141.000	0.0014	13842	3.04	2.553	0.00
PRE-SE5-STAGE	BASE	100Y008H	9.68	137.785	141.000	0.0028	19593	5.00	2.466	0.00
PRE-SE5-STAGE	BASE	100Y024H	25.76	139.165	141.000	0.0031	37775	15.00	1.797	0.00

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs
PRE-SE5-STAGE	BASE	100Y072H	68.04	139.947	141.000	0.0040	50901	59.99	2.893	68.04
PRE-SE5-STAGE	BASE	100Y168H	160.00	140.016	141.000	0.0029	52209	159.98	2.547	160.00
PRE-SE5-STAGE	BASE	100Y240H	184.02	140.032	141.000	0.0033	52639	184.00	3.231	184.02
PRE-SOUTH	BASE	100Y001H	0.00	0.000	0.000	0.0000	1688	1.25	22.359	0.00
PRE-SOUTH	BASE	100Y002H	0.00	0.000	0.000	0.0000	1688	1.83	30.955	0.00
PRE-SOUTH	BASE	100Y004H	0.00	0.000	0.000	0.0000	1688	3.25	51.597	0.00
PRE-SOUTH	BASE	100Y008H	0.00	0.000	0.000	0.0000	1688	4.58	51.425	0.00
PRE-SOUTH	BASE	100Y024H	0.00	0.000	0.000	0.0000	1688	15.25	50.868	0.00
PRE-SOUTH	BASE	100Y072H	0.00	0.000	0.000	0.0000	1688	60.06	70.809	0.00
PRE-SOUTH	BASE	100Y168H	0.00	0.000	0.000	0.0000	1688	160.00	60.710	0.00
PRE-SOUTH	BASE	100Y240H	0.00	0.000	0.000	0.0000	1688	184.00	77.586	0.00
PRE-WEST	BASE	100Y001H	0.00	0.000	0.000	0.0000	0	0.88	9.220	0.00
PRE-WEST	BASE	100Y002H	0.00	0.000	0.000	0.0000	0	1.17	8.962	0.00
PRE-WEST	BASE	100Y004H	0.00	0.000	0.000	0.0000	0	3.04	14.956	0.00
PRE-WEST	BASE	100Y008H	0.00	0.000	0.000	0.0000	0	4.08	17.166	0.00
PRE-WEST	BASE	100Y024H	0.00	0.000	0.000	0.0000	0	12.08	8.284	0.00
PRE-WEST	BASE	100Y072H	0.00	0.000	0.000	0.0000	0	59.99	9.685	0.00
PRE-WEST	BASE	100Y168H	0.00	0.000	0.000	0.0000	0	159.98	7.721	0.00
PRE-WEST	BASE	100Y240H	0.00	0.000	0.000	0.0000	0	184.00	9.942	0.00

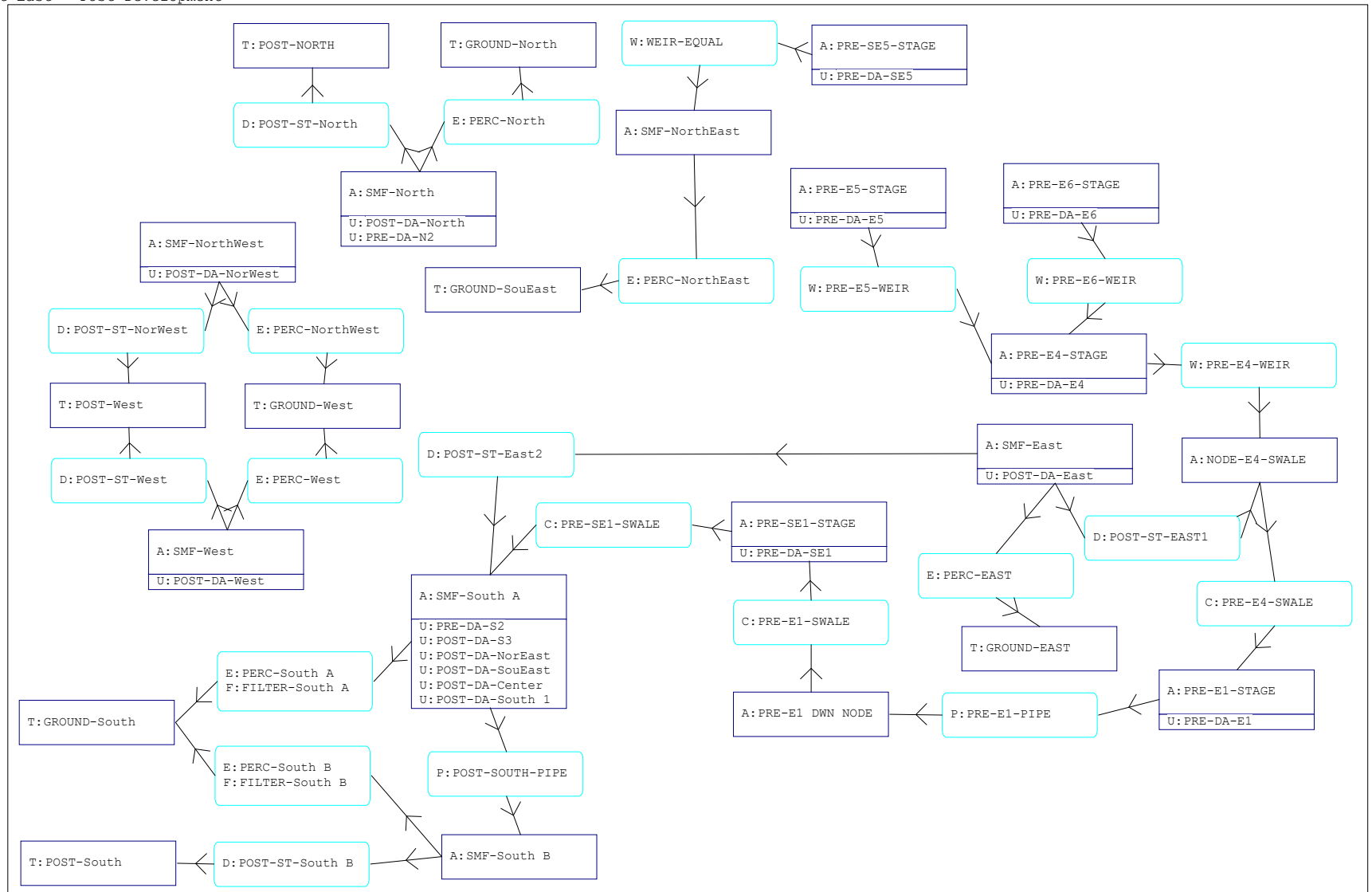






Post-Development ICPR Output

Links
P Pipe
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==== Basins =====

Name: POST-DA-Center Node: SMF-South A Status: Onsite
Group: SOUTHEAST Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 13.30
Area(ac): 19.423 Time Shift(hrs): 0.00
Curve Number: 58.05 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: POST-DA-East Node: SMF-EAST Status: Onsite
Group: SOUTHEAST Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 13.30
Area(ac): 4.455 Time Shift(hrs): 0.00
Curve Number: 54.46 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: POST-DA-NorEast Node: SMF-South A Status: Onsite
Group: SOUTHEAST Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 13.30
Area(ac): 5.248 Time Shift(hrs): 0.00
Curve Number: 53.91 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: POST-DA-North Node: SMF-NORTH Status: Onsite
Group: NORTH Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 13.30
Area(ac): 16.720 Time Shift(hrs): 0.00
Curve Number: 63.29 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: POST-DA-NorWest Node: SMF-NorthWest Status: Onsite
Group: WEST Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 13.30
Area(ac): 3.621 Time Shift(hrs): 0.00
Curve Number: 71.25 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: POST-DA-S3 Node: SMF-South A Status: Onsite
Group: SOUTHEAST Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 Peaking Factor: 323.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 32.70
Area(ac): 11.599 Time Shift(hrs): 0.00
Curve Number: 55.39 Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00

Name: POST-DA-SouEast Node: SMF-South A Status: Onsite
Group: SOUTHEAST Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 13.30

Area(ac): 3.627	Time Shift(hrs): 0.00
Curve Number: 53.98	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: POST-DA-South 1	Node: SMF-South A	Status: Onsite
Group: SOUTHEAST	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh484	Peaking Factor: 484.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 13.30
Area(ac): 76.293	Time Shift(hrs): 0.00
Curve Number: 68.08	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: POST-DA-West	Node: SMF-West	Status: Onsite
Group: WEST	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh484	Peaking Factor: 484.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 13.30
Area(ac): 18.726	Time Shift(hrs): 0.00
Curve Number: 62.76	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-E1	Node: PRE-E1-STAGE	Status: Onsite
Group: SOUTHEAST	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 17.80
Area(ac): 13.036	Time Shift(hrs): 0.00
Curve Number: 39.74	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-E4	Node: PRE-E4-STAGE	Status: Onsite
Group: SOUTHEAST	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 28.90
Area(ac): 4.700	Time Shift(hrs): 0.00
Curve Number: 37.17	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-E5	Node: PRE-E5-STAGE	Status: Onsite
Group: SOUTHEAST	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 13.10
Area(ac): 3.815	Time Shift(hrs): 0.00
Curve Number: 32.00	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-E6	Node: PRE-E6-STAGE	Status: Onsite
Group: SOUTHEAST	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 15.50
Area(ac): 2.916	Time Shift(hrs): 0.00
Curve Number: 32.00	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-N2	Node: SMF-NORTH	Status: Onsite
Group: NORTH	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
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Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 14.70
Area(ac): 1.303	Time Shift(hrs): 0.00
Curve Number: 38.22	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-S2	Node: SMF-South A	Status: Onsite
Group: SOUTHEAST	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 27.10
Area(ac): 3.835	Time Shift(hrs): 0.00
Curve Number: 54.75	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-SE1	Node: PRE-SE1-STAGE	Status: Onsite
Group: SOUTHEAST	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 19.70
Area(ac): 39.551	Time Shift(hrs): 0.00
Curve Number: 37.55	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

Name: PRE-DA-SE5	Node: PRE-SE5-STAGE	Status: Onsite
Group: SOUTHEAST	Type: SCS Unit Hydrograph CN	

Unit Hydrograph: Uh323	Peaking Factor: 323.0
Rainfall File:	Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000	Time of Conc(min): 21.20
Area(ac): 4.949	Time Shift(hrs): 0.00
Curve Number: 34.14	Max Allowable Q(cfs): 999999.000
DCIA(%): 0.00	

==== Nodes =====

Name: GROUND-EAST	Base Flow(cfs): 0.000	Init Stage(ft): 0.000
Group: SOUTHEAST		Warn Stage(ft): 0.000
Type: Time/Stage		

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Name: GROUND-North	Base Flow(cfs): 0.000	Init Stage(ft): 0.000
Group: NORTH		Warn Stage(ft): 0.000
Type: Time/Stage		

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Name: GROUND-SouEast	Base Flow(cfs): 0.000	Init Stage(ft): 0.000
Group: SOUTHEAST		Warn Stage(ft): 0.000
Type: Time/Stage		

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Name: GROUND-South	Base Flow(cfs): 0.000	Init Stage(ft): 0.000
Group: SOUTHEAST		Warn Stage(ft): 0.000

Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Name: GROUND-West	Base Flow(cfs): 0.000	Init Stage(ft): 0.000
Group: WEST		Warn Stage(ft): 0.000
Type: Time/Stage		

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Name: NODE-E4-SWALE	Base Flow(cfs): 0.000	Init Stage(ft): 150.000
Group: SOUTHEAST		Warn Stage(ft): 160.000
Type: Stage/Area		

Stage(ft)	Area(ac)
150.000	0.0030
160.000	0.0030

Name: POST-NORTH	Base Flow(cfs): 0.000	Init Stage(ft): 0.000
Group: NORTH		Warn Stage(ft): 0.000
Type: Time/Stage		

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Name: POST-South	Base Flow(cfs): 0.000	Init Stage(ft): 0.000
Group: SOUTHEAST		Warn Stage(ft): 0.000
Type: Time/Stage		

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Name: POST-West	Base Flow(cfs): 0.000	Init Stage(ft): 0.000
Group: WEST		Warn Stage(ft): 0.000
Type: Time/Stage		

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Name: PRE-E1 DWN NODE	Base Flow(cfs): 0.000	Init Stage(ft): 141.000
Group: SOUTHEAST		Warn Stage(ft): 145.000
Type: Stage/Area		

Stage(ft)	Area(ac)
141.000	0.0300
145.000	0.0300

Name: PRE-E1-STAGE	Base Flow(cfs): 0.000	Init Stage(ft): 138.000
Group: SOUTHEAST		Warn Stage(ft): 147.000
Type: Stage/Area		

Stage(ft)	Area(ac)
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138.000	0.0402
139.000	0.0931
140.000	0.1517
141.000	0.2096
142.000	0.3263
143.000	0.5492
144.000	0.8642
145.000	1.1945
146.000	1.5268
147.000	1.8071

Name: PRE-E4-STAGE	Base Flow(cfs): 0.000	Init Stage(ft): 149.000
Group: SOUTHEAST		Warn Stage(ft): 156.000
Type: Stage/Area		

Stage(ft)	Area(ac)
149.000	0.0505
150.000	0.2532
151.000	0.4158
152.000	0.5733
153.000	0.7459
154.000	0.9890
155.000	1.3044
156.000	1.8289

Name: PRE-E5-STAGE	Base Flow(cfs): 0.000	Init Stage(ft): 148.000
Group: SOUTHEAST		Warn Stage(ft): 156.000
Type: Stage/Area		

Stage(ft)	Area(ac)
148.000	0.0075
149.000	0.0807
150.000	0.1854
151.000	0.3110
152.000	0.4406
153.000	0.5923
154.000	0.7839
155.000	1.0867
156.000	1.6801

Name: PRE-E6-STAGE	Base Flow(cfs): 0.000	Init Stage(ft): 153.000
Group: SOUTHEAST		Warn Stage(ft): 158.000
Type: Stage/Area		

Stage(ft)	Area(ac)
153.000	0.0150
154.000	0.1042
155.000	0.2025
156.000	0.3048
157.000	0.5739
158.000	1.3158

Name: PRE-SE1-STAGE	Base Flow(cfs): 0.000	Init Stage(ft): 115.000
Group: SOUTHEAST		Warn Stage(ft): 121.000
Type: Stage/Area		

Stage(ft)	Area(ac)
115.000	0.0589
116.000	0.2844
117.000	0.6016
118.000	0.9729
119.000	1.3425
120.000	1.8764
121.000	2.5513

Name: PRE-SE5-STAGE	Base Flow(cfs): 0.000	Init Stage(ft): 136.000
Group: SOUTHEAST		Warn Stage(ft): 141.000
Type: Stage/Area		

Stage(ft)	Area(ac)
136.000	0.1202
137.000	0.2956
138.000	0.4920
139.000	0.8037
140.000	1.1891
141.000	1.7981

Name: SMF-East	Base Flow(cfs): 0.000	Init Stage(ft): 152.500
Group: SOUTHEAST		Warn Stage(ft): 155.000
Type: Stage/Area		

Stage(ft)	Area(ac)
152.500	0.3257
156.000	0.4989

Name: SMF-North	Base Flow(cfs): 0.000	Init Stage(ft): 124.000
Group: NORTH		Warn Stage(ft): 130.000
Type: Stage/Area		

Stage(ft)	Area(ac)
124.000	0.5245
126.000	0.6465
127.000	0.7156
131.000	1.0263

Name: SMF-NorthEast	Base Flow(cfs): 0.000	Init Stage(ft): 136.000
Group: SOUTHEAST		Warn Stage(ft): 140.000
Type: Stage/Area		

Stage(ft)	Area(ac)
136.000	0.0001
136.999	0.0001
137.000	0.1978
138.000	0.1905
139.000	0.1872
140.000	0.0952
141.000	0.0000

Name: SMF-NorthWest	Base Flow(cfs): 0.000	Init Stage(ft): 141.500
Group: WEST		Warn Stage(ft): 145.000
Type: Stage/Area		

Stage(ft)	Area(ac)
141.500	0.4114
146.000	0.9501

Name: SMF-South A	Base Flow(cfs): 0.000	Init Stage(ft): 92.000
Group: SOUTHEAST		Warn Stage(ft): 99.000
Type: Stage/Area		

Stage(ft)	Area(ac)
92.000	0.7261
100.000	1.4551

Name: SMF-South B	Base Flow(cfs): 0.000	Init Stage(ft): 90.000
Group: SOUTHEAST		Warn Stage(ft): 99.000
Type: Stage/Area		

Stage(ft)	Area(ac)
90.000	3.2769
100.000	5.1764

Name: SMF-West Base Flow(cfs): 0.000 Init Stage(ft): 122.000
 Group: WEST Warn Stage(ft): 129.000
 Type: Stage/Area

Stage(ft)	Area(ac)
122.000	0.6093
130.000	1.2563

==== Pipes =====

Name: POST-SOUTH-PIPE From Node: SMF-South A Length(ft): 450.00
 Group: SOUTHEAST To Node: SMF-South B Count: 4

UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 48.00	48.00	Flow: Both
Rise(in): 48.00	48.00	Entrance Loss Coef: 0.00
Invert(ft): 93.500	90.000	Exit Loss Coef: 1.00
Manning's N: 0.014000	0.014000	Bend Loss Coef: 0.00
Top Clip(in): 0.000	0.000	Outlet Ctrl Spec: Use dc or tw
Bot Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
		Stabilizer Option: None

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Name: PRE-E1-PIPE From Node: PRE-E1-STAGE Length(ft): 53.00
 Group: SOUTHEAST To Node: PRE-E1 DWN NODE Count: 1

UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 24.00	24.00	Flow: Both
Rise(in): 24.00	24.00	Entrance Loss Coef: 0.00
Invert(ft): 142.000	141.000	Exit Loss Coef: 1.00
Manning's N: 0.014000	0.014000	Bend Loss Coef: 0.00
Top Clip(in): 0.000	0.000	Outlet Ctrl Spec: Use dc or tw
Bot Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
		Stabilizer Option: None

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

==== Channels =====

Name: PRE-E1-SWALE From Node: PRE-E1 DWN NODE Length(ft): 750.00
 Group: SOUTHEAST To Node: PRE-SE1-STAGE Count: 1

UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Trapezoidal	Trapezoidal	Solution Algorithm: Automatic
Invert(ft): 141.000	118.000	Flow: Both
TClpInitZ(ft): 9999.000	9999.000	Contraction Coef: 0.100
Manning's N: 0.014000	0.014000	Expansion Coef: 0.300
Top Clip(ft): 0.000	0.000	Entrance Loss Coef: 0.000
Bot Clip(ft): 0.000	0.000	Exit Loss Coef: 0.000
Main XSec:		Outlet Ctrl Spec: Use dc or tw
AuxElev1(ft):		Inlet Ctrl Spec: Use dc
Aux XSec1:		Stabilizer Option: None
AuxElev2(ft):		
Aux XSec2:		
Top Width(ft):		
Depth(ft):		
Bot Width(ft): 12.000	12.000	
LtSdSlp(h/v): 6.00	6.00	
RtSdSlp(h/v): 6.00	6.00	

Name: PRE-E4-SWALE From Node: NODE-E4-SWALE Length(ft): 1260.00

Group: SOUTHEAST	To Node: PRE-E1-STAGE	Count: 1
UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Trapezoidal	Trapezoidal	Solution Algorithm: Automatic
Invert(ft): 150.000	146.000	Flow: Both
TClpInitZ(ft): 9999.000	9999.000	Contraction Coef: 0.100
Manning's N: 0.014000	0.014000	Expansion Coef: 0.300
Top Clip(ft): 0.000	0.000	Entrance Loss Coef: 0.000
Bot Clip(ft): 0.000	0.000	Exit Loss Coef: 0.000
Main XSec:		Outlet Ctrl Spec: Use dc or tw
AuxElev1(ft):		Inlet Ctrl Spec: Use dc
Aux XSec1:		Stabilizer Option: None
AuxElev2(ft):		
Aux XSec2:		
Top Width(ft):		
Depth(ft):		
Bot Width(ft): 1.000	1.000	
LtSdSlp(h/v): 4.00	4.00	
RtSdSlp(h/v): 10.00	10.00	

Name: PRE-SE1-SWALE	From Node: PRE-SE1-STAGE	Length(ft): 1350.00
Group: SOUTHEAST	To Node: SMF-South A	Count: 1
UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Trapezoidal	Trapezoidal	Solution Algorithm: Automatic
Invert(ft): 120.000	115.000	Flow: Positive
TClpInitZ(ft): 9999.000	9999.000	Contraction Coef: 0.100
Manning's N: 0.014000	0.014000	Expansion Coef: 0.300
Top Clip(ft): 0.000	0.000	Entrance Loss Coef: 0.000
Bot Clip(ft): 0.000	0.000	Exit Loss Coef: 0.000
Main XSec:		Outlet Ctrl Spec: Use dc or tw
AuxElev1(ft):		Inlet Ctrl Spec: Use dc
Aux XSec1:		Stabilizer Option: Level Pool Option
AuxElev2(ft):		Stabilizer Tol(ft): 0.010
Aux XSec2:		
Top Width(ft):		
Depth(ft):		
Bot Width(ft): 50.000	50.000	
LtSdSlp(h/v): 35.00	35.00	
RtSdSlp(h/v): 35.00	35.00	

==== Drop Structures =====

Name: POST-ST-EAST1	From Node: SMF-EAST	Length(ft): 50.00
Group: SOUTHEAST	To Node: NODE-E4-SWALE	Count: 1
UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 36.00	36.00	Flow: Positive
Rise(in): 36.00	36.00	Entrance Loss Coef: 0.000
Invert(ft): 150.500	150.000	Exit Loss Coef: 1.000
Manning's N: 0.014000	0.014000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Solution Incs: 10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

*** Weir 1 of 1 for Drop Structure POST-ST-EAST1 ***

Count: 1	Bottom Clip(in): 0.000	TABLE
Type: Vertical: Mavis	Top Clip(in): 0.000	
Flow: Both	Weir Disc Coef: 3.200	
Geometry: Rectangular	Orifice Disc Coef: 0.600	
Span(in): 8.00	Invert(ft): 153.500	
Rise(in): 3.00	Control Elev(ft): 153.500	

Name: POST-ST-East2	From Node: SMF-East	Length(ft): 4000.00
Group: SOUTHEAST	To Node: SMF-South A	Count: 1
UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 36.00	36.00	Flow: Positive
Rise(in): 36.00	36.00	Entrance Loss Coef: 0.000

Invert(ft): 152.000	101.000	Exit Loss Coef: 1.000
Manning's N: 0.014000	0.014000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Solution Incs: 10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

*** Weir 1 of 1 for Drop Structure POST-ST-East2 ***

TABLE

Count: 1	Bottom Clip(in): 0.000
Type: Vertical: Mavis	Top Clip(in): 0.000
Flow: Both	Weir Disc Coef: 3.200
Geometry: Rectangular	Orifice Disc Coef: 0.600
Span(in): 8.00	Invert(ft): 153.200
Rise(in): 3.00	Control Elev(ft): 153.200

Name: POST-ST-North From Node: SMF-North Length(ft): 20.00
Group: NORTH To Node: POST-NORTH Count: 1

UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 36.00	36.00	Flow: Positive
Rise(in): 36.00	36.00	Entrance Loss Coef: 0.000
Invert(ft): 118.000	118.500	Exit Loss Coef: 1.000
Manning's N: 0.014000	0.014000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Solution Incs: 10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

*** Weir 1 of 1 for Drop Structure POST-ST-North ***

TABLE

Count: 1	Bottom Clip(in): 0.000
Type: Vertical: Mavis	Top Clip(in): 0.000
Flow: Both	Weir Disc Coef: 3.200
Geometry: Rectangular	Orifice Disc Coef: 0.600
Span(in): 60.00	Invert(ft): 127.250
Rise(in): 3.00	Control Elev(ft): 127.250

Name: POST-ST-NorWest From Node: SMF-NorthWest Length(ft): 20.00
Group: WEST To Node: POST-WEST Count: 1

UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 36.00	36.00	Flow: Positive
Rise(in): 36.00	36.00	Entrance Loss Coef: 0.000
Invert(ft): 143.500	143.000	Exit Loss Coef: 1.000
Manning's N: 0.014000	0.014000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Solution Incs: 10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

*** Weir 1 of 1 for Drop Structure POST-ST-NorWest ***

TABLE

Count: 1	Bottom Clip(in): 0.000
Type: Vertical: Mavis	Top Clip(in): 0.000
Flow: Both	Weir Disc Coef: 3.200
Geometry: Rectangular	Orifice Disc Coef: 0.600
Span(in): 8.00	Invert(ft): 143.750
Rise(in): 2.00	Control Elev(ft): 143.750

Name: POST-ST-South B	From Node: SMF-South B	Length(ft): 400.00
Group: SOUTHEAST	To Node: POST-South	Count: 3

UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 36.00	36.00	Flow: Positive
Rise(in): 36.00	36.00	Entrance Loss Coef: 0.000
Invert(ft): 83.000	82.000	Exit Loss Coef: 1.000
Manning's N: 0.014000	0.014000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Solution Incs: 10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

*** Weir 1 of 2 for Drop Structure POST-ST-South B ***

Count: 1	Bottom Clip(in): 0.000	TABLE
Type: Vertical: Mavis	Top Clip(in): 0.000	
Flow: Both	Weir Disc Coef: 3.200	
Geometry: Rectangular	Orifice Disc Coef: 0.600	
Span(in): 168.00	Invert(ft): 96.000	
Rise(in): 8.00	Control Elev(ft): 96.000	

*** Weir 2 of 2 for Drop Structure POST-ST-South B ***

Count: 1	Bottom Clip(in): 0.000	TABLE
Type: Horizontal	Top Clip(in): 0.000	
Flow: Both	Weir Disc Coef: 3.200	
Geometry: Circular	Orifice Disc Coef: 0.600	
Span(in): 96.00	Invert(ft): 98.250	
Rise(in): 3.00	Control Elev(ft): 98.250	

Name: POST-ST-West	From Node: SMF-West	Length(ft): 20.00
Group: WEST	To Node: POST-WEST	Count: 1

UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 36.00	36.00	Flow: Positive
Rise(in): 36.00	36.00	Entrance Loss Coef: 0.000
Invert(ft): 123.000	124.000	Exit Loss Coef: 1.000
Manning's N: 0.014000	0.014000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Solution Incs: 10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

*** Weir 1 of 1 for Drop Structure POST-ST-West ***

Count: 1	Bottom Clip(in): 0.000	TABLE
Type: Vertical: Mavis	Top Clip(in): 0.000	
Flow: Both	Weir Disc Coef: 3.200	
Geometry: Rectangular	Orifice Disc Coef: 0.600	
Span(in): 40.00	Invert(ft): 125.400	
Rise(in): 3.00	Control Elev(ft): 125.400	

==== Weirs =====

Name: PRE-E4-WEIR	From Node: PRE-E4-STAGE
Group: SOUTHEAST	To Node: NODE-E4-SWALE
Flow: Positive	Count: 1
Type: Vertical: Mavis	Geometry: Trapezoidal

Bottom Width(ft): 1.00
Left Side Slope(h/v): 4.00
Right Side Slope(h/v): 10.00
Invert(ft): 155.010
Control Elevation(ft): 155.010
Struct Opening Dim(ft): 9999.00

TABLE

Bottom Clip(ft): 0.000
Top Clip(ft): 0.000
Weir Discharge Coef: 3.200
Orifice Discharge Coef: 0.600

Name: PRE-E5-WEIR From Node: PRE-E5-STAGE
Group: SOUTHEAST To Node: PRE-E4-STAGE
Flow: Positive Count: 1
Type: Vertical: Mavis Geometry: Trapezoidal

Bottom Width(ft): 40.00
Left Side Slope(h/v): 60.00
Right Side Slope(h/v): 60.00
Invert(ft): 155.500
Control Elevation(ft): 155.500
Struct Opening Dim(ft): 9999.00

TABLE

Bottom Clip(ft): 0.000
Top Clip(ft): 0.000
Weir Discharge Coef: 3.200
Orifice Discharge Coef: 0.600

Name: PRE-E6-WEIR From Node: PRE-E6-STAGE
Group: SOUTHEAST To Node: PRE-E4-STAGE
Flow: Positive Count: 1
Type: Vertical: Mavis Geometry: Trapezoidal

Bottom Width(ft): 35.00
Left Side Slope(h/v): 40.00
Right Side Slope(h/v): 40.00
Invert(ft): 157.500
Control Elevation(ft): 157.500
Struct Opening Dim(ft): 9999.00

TABLE

Bottom Clip(ft): 0.000
Top Clip(ft): 0.000
Weir Discharge Coef: 3.200
Orifice Discharge Coef: 0.600

Name: WEIR-EQUAL From Node: PRE-SE5-STAGE
Group: SOUTHEAST To Node: SMF-NorthEast
Flow: Positive Count: 1
Type: Vertical: Fread Geometry: Rectangular

Span(in): 120.00
Rise(in): 999.00
Invert(ft): 136.000
Control Elevation(ft): 136.000

TABLE

Bottom Clip(in): 0.000
Top Clip(in): 0.000
Weir Discharge Coef: 3.200
Orifice Discharge Coef: 0.600

==== Percolation Links =====
=====

Name: PERC-EAST From Node: SMF-East Flow: Positive
Group: SOUTHEAST To Node: GROUND-EAST Count: 1

Surface Area Option: Vary based on Stage/Area Table
Vertical Flow Termination: Horizontal Flow Algorithm

Aquifer Base Elev(ft): 148.670	Perimeter 1(ft): 594.000
Water Table Elev(ft): 149.170	Perimeter 2(ft): 908.000
Ann Recharge Rate(in/year): 0.000	Perimeter 3(ft): 4050.000
Horiz Conductivity(ft/day): 4.170	Distance 1 to 2(ft): 50.000
Vert Conductivity(ft/day): 3.330	Distance 2 to 3(ft): 500.000
Effective Porosity(dec): 0.200	Num Cells 1 to 2: 10
Suction Head(in): 5.000	Num Cells 2 to 3: 50
Layer Thickness(ft): 3.330	

Name: PERC-North From Node: SMF-North Flow: Positive
Group: NORTH To Node: GROUND-North Count: 1

Surface Area Option: Vary based on Stage/Area Table
Vertical Flow Termination: Horizontal Flow Algorithm
Aquifer Base Elev(ft): 106.500 Perimeter 1(ft): 909.000
Water Table Elev(ft): 114.250 Perimeter 2(ft): 1206.000
Ann Recharge Rate(in/year): 0.000 Perimeter 3(ft): 4340.000
Horiz Conductivity(ft/day): 5.750 Distance 1 to 2(ft): 50.000
Vert Conductivity(ft/day): 3.750 Distance 2 to 3(ft): 500.000
Effective Porosity(dec): 0.225 Num Cells 1 to 2: 10
Suction Head(in): 5.000 Num Cells 2 to 3: 50
Layer Thickness(ft): 7.750

Name: PERC-NorthEast From Node: SMF-NorthEast Flow: Positive
Group: SOUTHEAST To Node: GROUND-SouEast Count: 1

Surface Area Option: Vary based on Stage/Area Table
Vertical Flow Termination: Horizontal Flow Algorithm
Aquifer Base Elev(ft): 132.250 Perimeter 1(ft): 813.000
Water Table Elev(ft): 132.750 Perimeter 2(ft): 960.000
Ann Recharge Rate(in/year): 0.000 Perimeter 3(ft): 1915.000
Horiz Conductivity(ft/day): 4.750 Distance 1 to 2(ft): 50.000
Vert Conductivity(ft/day): 3.130 Distance 2 to 3(ft): 500.000
Effective Porosity(dec): 0.200 Num Cells 1 to 2: 10
Suction Head(in): 5.000 Num Cells 2 to 3: 50
Layer Thickness(ft): 4.250

Name: PERC-NorthWest From Node: SMF-NorthWest Flow: Positive
Group: WEST To Node: GROUND-West Count: 1

Surface Area Option: Vary based on Stage/Area Table
Vertical Flow Termination: Horizontal Flow Algorithm
Aquifer Base Elev(ft): 135.250 Perimeter 1(ft): 1160.000
Water Table Elev(ft): 135.260 Perimeter 2(ft): 1440.000
Ann Recharge Rate(in/year): 0.000 Perimeter 3(ft): 4509.000
Horiz Conductivity(ft/day): 5.000 Distance 1 to 2(ft): 50.000
Vert Conductivity(ft/day): 3.000 Distance 2 to 3(ft): 500.000
Effective Porosity(dec): 0.200 Num Cells 1 to 2: 10
Suction Head(in): 5.000 Num Cells 2 to 3: 50
Layer Thickness(ft): 6.250

Name: PERC-South A From Node: SMF-South A Flow: Positive
Group: SOUTHEAST To Node: GROUND-South Count: 1

Surface Area Option: Vary based on Stage/Area Table
Vertical Flow Termination: Horizontal Flow Algorithm
Aquifer Base Elev(ft): 89.500 Perimeter 1(ft): 1007.000
Water Table Elev(ft): 89.510 Perimeter 2(ft): 1322.000
Ann Recharge Rate(in/year): 0.000 Perimeter 3(ft): 2259.000
Horiz Conductivity(ft/day): 1.000 Distance 1 to 2(ft): 50.000
Vert Conductivity(ft/day): 0.750 Distance 2 to 3(ft): 500.000
Effective Porosity(dec): 0.200 Num Cells 1 to 2: 10
Suction Head(in): 5.000 Num Cells 2 to 3: 50
Layer Thickness(ft): 3.000

Name: PERC-South B From Node: SMF-South B Flow: Positive
Group: SOUTHEAST To Node: GROUND-South Count: 1

Surface Area Option: Use 1st Point in Stage/Area Table
Vertical Flow Termination: Horizontal Flow Algorithm
Aquifer Base Elev(ft): 80.000 Perimeter 1(ft): 1816.000
Water Table Elev(ft): 87.000 Perimeter 2(ft): 1817.000
Ann Recharge Rate(in/year): 0.000 Perimeter 3(ft): 1818.000
Horiz Conductivity(ft/day): 1.500 Distance 1 to 2(ft): 50.000
Vert Conductivity(ft/day): 1.000 Distance 2 to 3(ft): 500.000
Effective Porosity(dec): 0.200 Num Cells 1 to 2: 10
Suction Head(in): 5.000 Num Cells 2 to 3: 50
Layer Thickness(ft): 3.000

Name: PERC-West From Node: SMF-West Flow: Positive

Group: WEST To Node: GROUND-West Count: 1

Surface Area Option: Vary based on Stage/Area Table

Vertical Flow Termination: Horizontal Flow Algorithm

Aquifer Base Elev(ft): 111.390	Perimeter 1(ft): 1009.000
Water Table Elev(ft): 111.680	Perimeter 2(ft): 1307.000
Ann Recharge Rate(in/year): 0.000	Perimeter 3(ft): 4426.000
Horiz Conductivity(ft/day): 5.360	Distance 1 to 2(ft): 50.000
Vert Conductivity(ft/day): 3.360	Distance 2 to 3(ft): 500.000
Effective Porosity(dec): 0.200	Num Cells 1 to 2: 10
Suction Head(in): 5.000	Num Cells 2 to 3: 50
Layer Thickness(ft): 10.320	

==== Filters =====

Name: FILTER-South A From Node: SMF-South A Flow: Positive
Group: SOUTHEAST To Node: GROUND-South Count: 2

Sloped: No	
Filter Elev(ft): 92.000	Pipe Inv Elev(ft): 89.000
Filter Width(ft): 10.000	Pipe Diameter(in): 6.000
Filter Length(ft): 150.000	X Grav Thkness(in): 6.000
Filter Permeability(ft/day): 10.000	Y Grav Thkness(in): 6.000

Name: FILTER-South B From Node: SMF-South B Flow: Positive
Group: SOUTHEAST To Node: GROUND-South Count: 2

Sloped: No	
Filter Elev(ft): 90.000	Pipe Inv Elev(ft): 87.000
Filter Width(ft): 10.000	Pipe Diameter(in): 6.000
Filter Length(ft): 400.000	X Grav Thkness(in): 6.000
Filter Permeability(ft/day): 10.000	Y Grav Thkness(in): 6.000

==== Hydrology Simulations =====

Name: 100Y001H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y001H.R32

Override Defaults: Yes
Storm Duration(hrs): 1.00
Rainfall File: FDOT-1
Rainfall Amount(in): 4.40

Time(hrs)	Print Inc(min)
2.000	2.50
721.000	30.00

Name: 100Y002H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y002H.R32

Override Defaults: Yes
Storm Duration(hrs): 2.00
Rainfall File: FDOT-2
Rainfall Amount(in): 5.40

Time(hrs)	Print Inc(min)
4.000	2.50
722.000	30.00

Name: 100Y004H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y004H.R32

Override Defaults: Yes
Storm Duration(hrs): 4.00
Rainfall File: FDOT-4
Rainfall Amount(in): 6.72

Time(hrs)	Print Inc(min)
6.000	2.50
724.000	30.00

Name: 100Y008H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y008H.R32
Override Defaults: Yes
Storm Duration(hrs): 8.00
Rainfall File: FDOT-8
Rainfall Amount(in): 8.00

Time(hrs)	Print Inc(min)
12.000	2.50
728.000	30.00

Name: 100Y024H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y024H.R32
Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: FDOT-24
Rainfall Amount(in): 11.04

Time(hrs)	Print Inc(min)
30.000	5.00
744.000	30.00

Name: 100Y072H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y072H.R32
Override Defaults: Yes
Storm Duration(hrs): 72.00
Rainfall File: FDOT-72
Rainfall Amount(in): 13.80

Time(hrs)	Print Inc(min)
77.000	5.00
792.000	30.00

Name: 100Y168H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y168H.R32
Override Defaults: Yes
Storm Duration(hrs): 168.00
Rainfall File: FDOT-168
Rainfall Amount(in): 16.00

Time(hrs)	Print Inc(min)
173.000	5.00
888.000	30.00

Name: 100Y240H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y240H.R32
Override Defaults: Yes
Storm Duration(hrs): 240.00
Rainfall File: Fdot-240
Rainfall Amount(in): 18.00

Time(hrs)	Print Inc(min)
245.000	5.00
960.000	30.00

Name: SLUG
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\SLUG.R32
Override Defaults: Yes
Storm Duration(hrs): 72.00
Rainfall File: Fdot-72
Rainfall Amount(in): 0.00

Time(hrs)	Print Inc(min)
73.000	5.00

==== Routing Simulations =====

Name: 100Y001H Hydrology Sim: 100Y001H

Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y001H.I32

Execute: Yes	Restart: No	Patch: No
Alternative: No		
Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500	
Time Step Optimizer: 10.000		
Start Time(hrs): 0.000	End Time(hrs): 721.00	
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000	
Boundary Stages:	Boundary Flows:	

100 yr / 001 hr

Time(hrs)	Print Inc(min)
999.000	30.000

Group	Run
NORTH	Yes
SOUTHEAST	Yes
WEST	Yes

Name: 100Y002H Hydrology Sim: 100Y002H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y002H.I32

Execute: Yes	Restart: No	Patch: No
Alternative: No		
Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500	
Time Step Optimizer: 10.000		
Start Time(hrs): 0.000	End Time(hrs): 722.00	
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000	
Boundary Stages:	Boundary Flows:	

100 yr / 002 hr

Time(hrs)	Print Inc(min)
999.000	30.000

Group	Run
NORTH	Yes
SOUTHEAST	Yes
WEST	Yes

Name: 100Y004H Hydrology Sim: 100Y004H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y004H.I32

Execute: Yes	Restart: No	Patch: No
Alternative: No		
Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500	
Time Step Optimizer: 10.000		
Start Time(hrs): 0.000	End Time(hrs): 724.00	
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000	
Boundary Stages:	Boundary Flows:	

100 yr / 004 hr

Time(hrs)	Print Inc(min)
999.000	30.000

Group	Run
NORTH	Yes
SOUTHEAST	Yes
WEST	Yes

Name: 100Y008H Hydrology Sim: 100Y008H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y008H.I32

Execute: Yes	Restart: No	Patch: No
Alternative: No		
Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500	
Time Step Optimizer: 10.000		
Start Time(hrs): 0.000	End Time(hrs): 728.00	
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000	
Boundary Stages:	Boundary Flows:	

100 yr / 008 hr

Time(hrs)	Print Inc(min)
999.000	30.000

Group	Run
NORTH	Yes
SOUTHEAST	Yes
WEST	Yes

Name: 100Y024H Hydrology Sim: 100Y024H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y024H.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 744.00
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

100 yr / 024 hr

Time(hrs)	Print Inc(min)
999.000	30.000

Group	Run
NORTH	Yes
SOUTHEAST	Yes
WEST	Yes

Name: 100Y072H Hydrology Sim: 100Y072H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y072H.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 792.00
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

100 yr / 072 hr

Time(hrs)	Print Inc(min)
999.000	30.000

Group	Run
NORTH	Yes
SOUTHEAST	Yes
WEST	Yes

Name: 100Y168H Hydrology Sim: 100Y168H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y168H.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 888.00
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

100 yr / 168 hr

Time(hrs)	Print Inc(min)
999.000	30.000

Group	Run
NORTH	Yes
SOUTHEAST	Yes
WEST	Yes

Name: 100Y240H Hydrology Sim: 100Y240H
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\100Y240H.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 960.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

100 yr / 240 hr

Time(hrs)	Print Inc(min)
999.000	30.000

Group	Run
NORTH	Yes
SOUTHEAST	Yes
WEST	Yes

Name: SLUG Hydrology Sim: SLUG
Filename: G:\Engineering\Projects\18-0046 Tara Forest East\2 Stormwater\ICPR\SLUG.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 73.00
Min Calc Time(sec): 0.2500 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

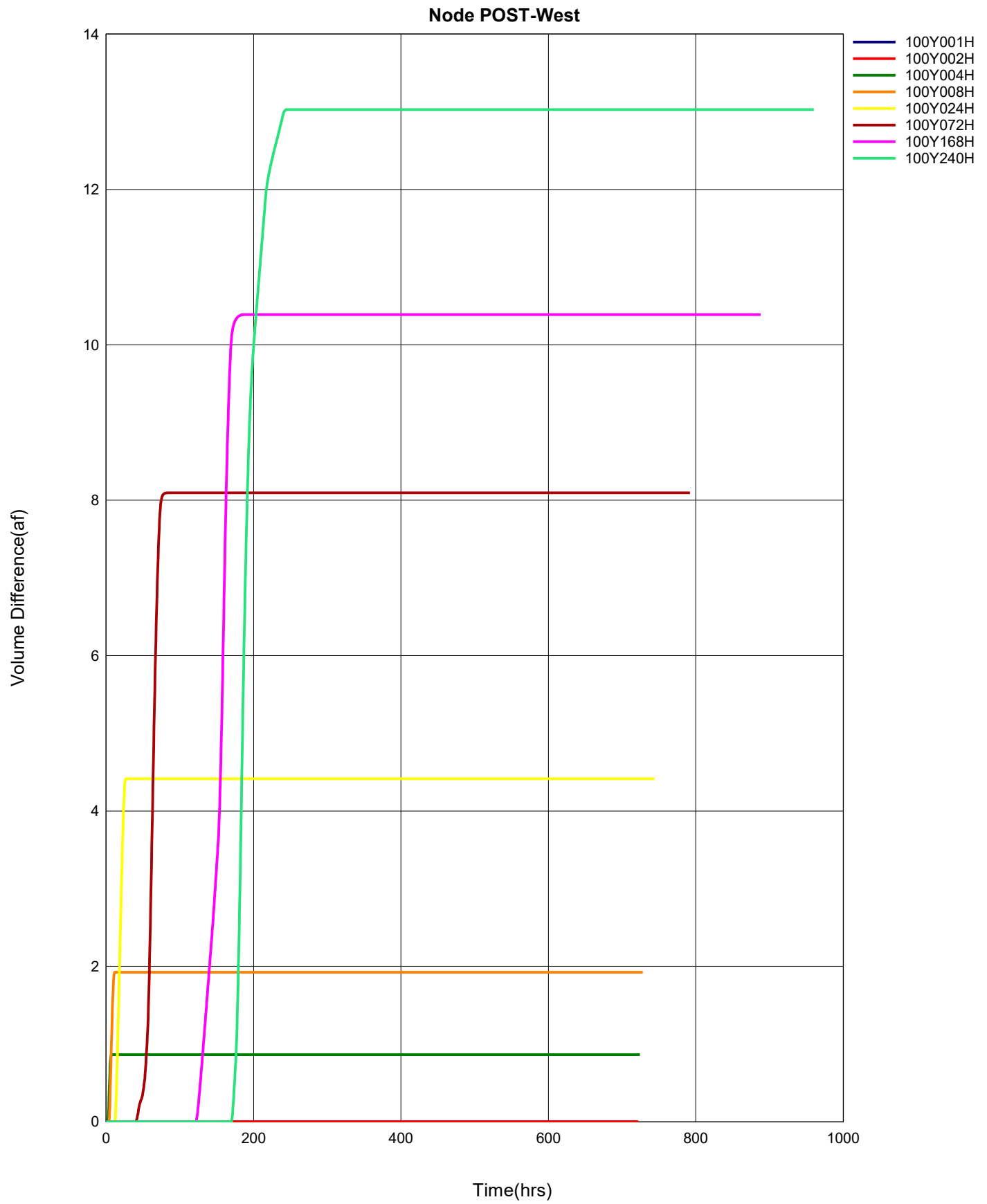
Time(hrs)	Print Inc(min)
999.000	5.000

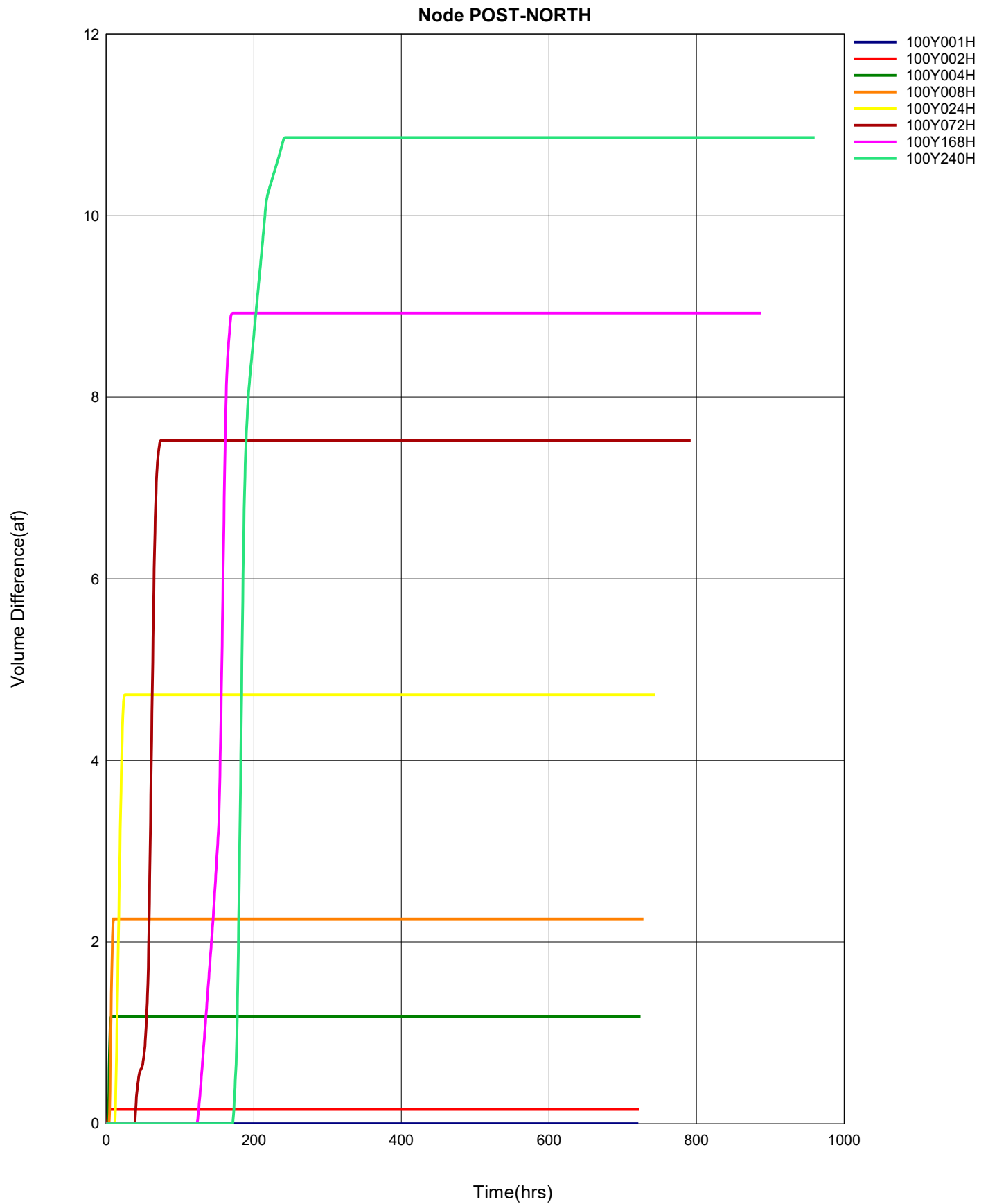
Group	Run
NORTH	Yes
SOUTHEAST	Yes
WEST	Yes

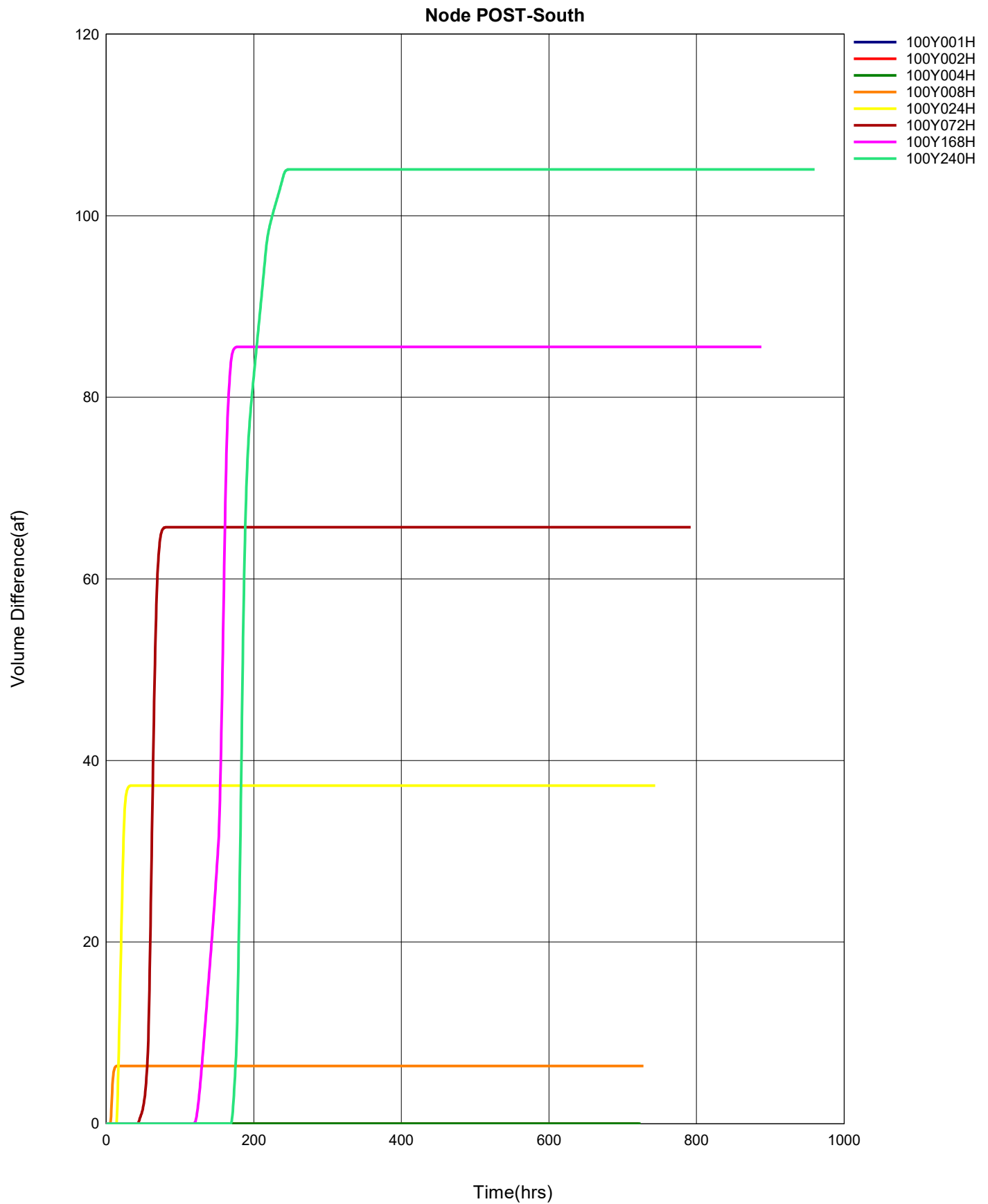
Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs
GROUND-EAST	SOUTHEAST	100Y001H	0.00	0.000	0.000	0.0000	0	1.15	0.598	0.00
GROUND-EAST	SOUTHEAST	100Y002H	0.00	0.000	0.000	0.0000	0	2.11	0.626	0.00
GROUND-EAST	SOUTHEAST	100Y004H	0.00	0.000	0.000	0.0000	0	3.58	0.661	0.00
GROUND-EAST	SOUTHEAST	100Y008H	0.00	0.000	0.000	0.0000	0	5.24	0.671	0.00
GROUND-EAST	SOUTHEAST	100Y024H	0.00	0.000	0.000	0.0000	0	12.74	0.632	0.00
GROUND-EAST	SOUTHEAST	100Y072H	0.00	0.000	0.000	0.0000	0	32.12	0.437	0.00
GROUND-EAST	SOUTHEAST	100Y168H	0.00	0.000	0.000	0.0000	0	39.80	0.522	0.00
GROUND-EAST	SOUTHEAST	100Y240H	0.00	0.000	0.000	0.0000	0	40.07	0.547	0.00
GROUND-North	NORTH	100Y001H	0.00	0.000	0.000	0.0000	0	1.23	1.293	0.00
GROUND-North	NORTH	100Y002H	0.00	0.000	0.000	0.0000	0	2.12	1.432	0.00
GROUND-North	NORTH	100Y004H	0.00	0.000	0.000	0.0000	0	3.58	1.567	0.00
GROUND-North	NORTH	100Y008H	0.00	0.000	0.000	0.0000	0	5.24	1.603	0.00
GROUND-North	NORTH	100Y024H	0.00	0.000	0.000	0.0000	0	16.02	1.563	0.00
GROUND-North	NORTH	100Y072H	0.00	0.000	0.000	0.0000	0	16.16	1.019	0.00
GROUND-North	NORTH	100Y168H	0.00	0.000	0.000	0.0000	0	40.22	1.108	0.00
GROUND-North	NORTH	100Y240H	0.00	0.000	0.000	0.0000	0	40.26	1.136	0.00
GROUND-SouEast	SOUTHEAST	100Y001H	0.00	0.000	0.000	0.0000	0	0.85	0.004	0.00
GROUND-SouEast	SOUTHEAST	100Y002H	0.00	0.000	0.000	0.0000	0	1.04	0.004	0.00
GROUND-SouEast	SOUTHEAST	100Y004H	0.00	0.000	0.000	0.0000	0	2.20	0.004	0.00
GROUND-SouEast	SOUTHEAST	100Y008H	0.00	0.000	0.000	0.0000	0	10.22	0.312	0.00
GROUND-SouEast	SOUTHEAST	100Y024H	0.00	0.000	0.000	0.0000	0	14.25	0.312	0.00
GROUND-SouEast	SOUTHEAST	100Y072H	0.00	0.000	0.000	0.0000	0	43.16	0.312	0.00
GROUND-SouEast	SOUTHEAST	100Y168H	0.00	0.000	0.000	0.0000	0	106.80	0.304	0.00
GROUND-SouEast	SOUTHEAST	100Y240H	0.00	0.000	0.000	0.0000	0	152.80	0.291	0.00
GROUND-South	SOUTHEAST	100Y001H	0.00	0.000	0.000	0.0000	0	0.60	20.484	0.00
GROUND-South	SOUTHEAST	100Y002H	0.00	0.000	0.000	0.0000	0	0.73	18.171	0.00
GROUND-South	SOUTHEAST	100Y004H	0.00	0.000	0.000	0.0000	0	1.69	14.574	0.00
GROUND-South	SOUTHEAST	100Y008H	0.00	0.000	0.000	0.0000	0	3.13	11.825	0.00
GROUND-South	SOUTHEAST	100Y024H	0.00	0.000	0.000	0.0000	0	7.20	7.060	0.00
GROUND-South	SOUTHEAST	100Y072H	0.00	0.000	0.000	0.0000	0	12.55	5.497	0.00
GROUND-South	SOUTHEAST	100Y168H	0.00	0.000	0.000	0.0000	0	33.88	6.010	0.00
GROUND-South	SOUTHEAST	100Y240H	0.00	0.000	0.000	0.0000	0	34.61	6.382	0.00
GROUND-West	WEST	100Y001H	0.00	0.000	0.000	0.0000	0	1.20	2.153	0.00
GROUND-West	WEST	100Y002H	0.00	0.000	0.000	0.0000	0	2.18	2.344	0.00
GROUND-West	WEST	100Y004H	0.00	0.000	0.000	0.0000	0	3.73	2.563	0.00
GROUND-West	WEST	100Y008H	0.00	0.000	0.000	0.0000	0	7.07	2.641	0.00
GROUND-West	WEST	100Y024H	0.00	0.000	0.000	0.0000	0	19.17	2.685	0.00
GROUND-West	WEST	100Y072H	0.00	0.000	0.000	0.0000	0	12.00	1.620	0.00
GROUND-West	WEST	100Y168H	0.00	0.000	0.000	0.0000	0	40.16	1.792	0.00
GROUND-West	WEST	100Y240H	0.00	0.000	0.000	0.0000	0	40.21	1.838	0.00
NODE-E4-SWALE	SOUTHEAST	100Y001H	0.00	150.000	160.000	0.0000	162	0.00	0.000	0.00
NODE-E4-SWALE	SOUTHEAST	100Y002H	0.00	150.000	160.000	0.0000	162	0.00	0.000	0.00
NODE-E4-SWALE	SOUTHEAST	100Y004H	3.68	150.166	160.000	-0.0006	2133	3.58	0.396	3.68
NODE-E4-SWALE	SOUTHEAST	100Y008H	5.39	150.182	160.000	-0.0006	2272	5.24	0.485	5.39
NODE-E4-SWALE	SOUTHEAST	100Y024H	19.18	150.196	160.000	-0.0008	2397	19.12	0.569	19.18
NODE-E4-SWALE	SOUTHEAST	100Y072H	60.34	150.219	160.000	0.0010	2591	60.23	0.724	60.34
NODE-E4-SWALE	SOUTHEAST	100Y168H	160.15	150.215	160.000	0.0013	2557	160.09	0.696	160.15
NODE-E4-SWALE	SOUTHEAST	100Y240H	184.18	150.237	160.000	0.0010	2747	184.10	0.865	184.18
POST-NORTH	NORTH	100Y001H	0.00	0.000	0.000	0.0000	0	0.00	0.000	0.00
POST-NORTH	NORTH	100Y002H	0.00	0.000	0.000	0.0000	0	2.12	2.415	0.00
POST-NORTH	NORTH	100Y004H	0.00	0.000	0.000	0.0000	0	3.58	6.256	0.00
POST-NORTH	NORTH	100Y008H	0.00	0.000	0.000	0.0000	0	5.24	6.939	0.00
POST-NORTH	NORTH	100Y024H	0.00	0.000	0.000	0.0000	0	16.02	6.180	0.00
POST-NORTH	NORTH	100Y072H	0.00	0.000	0.000	0.0000	0	60.16	7.629	0.00
POST-NORTH	NORTH	100Y168H	0.00	0.000	0.000	0.0000	0	160.05	6.847	0.00
POST-NORTH	NORTH	100Y240H	0.00	0.000	0.000	0.0000	0	184.09	8.503	0.00
POST-South	SOUTHEAST	100Y001H	0.00	0.000	0.000	0.0000	0	0.00	0.000	0.00
POST-South	SOUTHEAST	100Y002H	0.00	0.000	0.000	0.0000	0	0.00	0.000	0.00
POST-South	SOUTHEAST	100Y004H	0.00	0.000	0.000	0.0000	0	0.00	0.000	0.00
POST-South	SOUTHEAST	100Y008H	0.00	0.000	0.000	0.0000	0	7.28	23.477	0.00
POST-South	SOUTHEAST	100Y024H	0.00	0.000	0.000	0.0000	0	19.28	47.152	0.00
POST-South	SOUTHEAST	100Y072H	0.00	0.000	0.000	0.0000	0	60.41	63.145	0.00
POST-South	SOUTHEAST	100Y168H	0.00	0.000	0.000	0.0000	0	160.14	59.868	0.00
POST-South	SOUTHEAST	100Y240H	0.00	0.000	0.000	0.0000	0	184.16	76.975	0.00
POST-West	WEST	100Y001H	0.00	0.000	0.000	0.0000	0	0.00	0.000	0.00
POST-West	WEST	100Y002H	0.00	0.000	0.000	0.0000	0	0.00	0.000	0.00
POST-West	WEST	100Y004H	0.00	0.000	0.000	0.0000	0	3.70	3.801	0.00
POST-West	WEST	100Y008H	0.00	0.000	0.000	0.0000	0	6.19	4.472	0.00
POST-West	WEST	100Y024H	0.00	0.000	0.000	0.0000	0	19.10	4.905	0.00
POST-West	WEST	100Y072H	0.00	0.000	0.000	0.0000	0	64.07	6.273	0.00
POST-West	WEST	100Y168H	0.00	0.000	0.000	0.0000	0	160.12	6.332	0.00
POST-West	WEST	100Y240H	0.00	0.000	0.000	0.0000	0	184.14	7.409	0.00
PRE-E1 DWN NODE	SOUTHEAST	100Y001H	0.00	141.000	145.000	0.0000	1534	0.00	0.000	0.00
PRE-E1 DWN NODE	SOUTHEAST	100Y002H	0.00	141.000	145.000	0.0000	1534	0.00	0.000	0.00
PRE-E1 DWN NODE	SOUTHEAST	100Y004H	4.71	141.033	145.000	0.0002	5977	4.60	0.424	4.71
PRE-E1 DWN NODE	SOUTHEAST	100Y008H	7.24	141.102	145.000	0.0004	6267	7.18	2.285	7.24
PRE-E1 DWN NODE	SOUTHEAST	100Y024H	16.28	141.138	145.000	-0.0003	6416	16.21	3.634	16.28

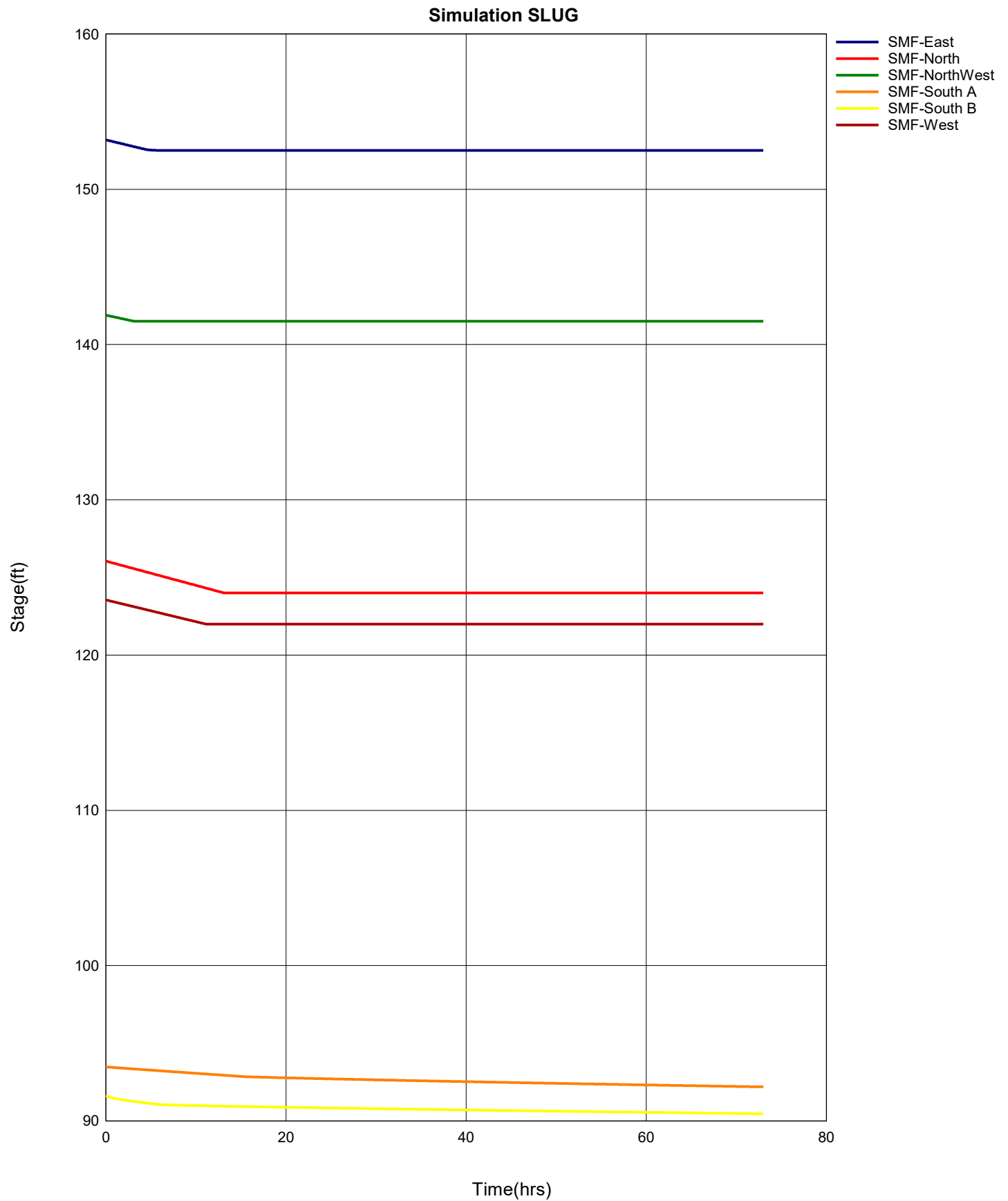
Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs
PRE-E1 DWN NODE	SOUTHEAST	100Y072H	60.18	141.182	145.000	0.0004	6590	60.14	5.525	60.18
PRE-E1 DWN NODE	SOUTHEAST	100Y168H	160.09	141.167	145.000	0.0006	6533	160.04	4.868	160.09
PRE-E1 DWN NODE	SOUTHEAST	100Y240H	184.10	141.195	145.000	0.0004	6644	184.06	6.163	184.10
PRE-E1-STAGE	SOUTHEAST	100Y001H	2.51	139.515	147.000	0.0019	5404	0.92	2.930	0.00
PRE-E1-STAGE	SOUTHEAST	100Y002H	3.42	140.864	147.000	0.0027	8822	1.50	3.343	0.00
PRE-E1-STAGE	SOUTHEAST	100Y004H	4.61	142.280	147.000	0.0029	18401	3.04	7.069	4.60
PRE-E1-STAGE	SOUTHEAST	100Y008H	7.20	142.699	147.000	0.0030	22826	4.08	7.613	7.18
PRE-E1-STAGE	SOUTHEAST	100Y024H	16.23	142.905	147.000	0.0050	25089	15.08	4.138	16.21
PRE-E1-STAGE	SOUTHEAST	100Y072H	60.15	143.154	147.000	0.0034	28336	60.00	5.894	60.14
PRE-E1-STAGE	SOUTHEAST	100Y168H	160.05	143.071	147.000	0.0050	27170	159.99	4.958	160.04
PRE-E1-STAGE	SOUTHEAST	100Y240H	184.08	143.232	147.000	0.0050	29561	184.00	6.329	184.06
PRE-E4-STAGE	SOUTHEAST	100Y001H	3.50	149.284	156.000	0.0003	4706	1.04	0.383	0.00
PRE-E4-STAGE	SOUTHEAST	100Y002H	4.50	149.695	156.000	0.0009	8339	1.79	0.753	0.00
PRE-E4-STAGE	SOUTHEAST	100Y004H	6.50	150.233	156.000	0.0013	12682	3.12	1.740	0.00
PRE-E4-STAGE	SOUTHEAST	100Y008H	10.29	150.749	156.000	0.0013	16336	5.08	1.686	0.00
PRE-E4-STAGE	SOUTHEAST	100Y024H	26.34	151.919	156.000	0.0029	24417	15.09	1.146	0.00
PRE-E4-STAGE	SOUTHEAST	100Y072H	74.35	152.886	156.000	0.0029	31638	60.00	1.703	0.00
PRE-E4-STAGE	SOUTHEAST	100Y168H	170.25	153.578	156.000	0.0026	38613	159.92	1.445	0.00
PRE-E4-STAGE	SOUTHEAST	100Y240H	960.00	154.174	156.000	0.0027	45466	184.00	1.842	0.00
PRE-E5-STAGE	SOUTHEAST	100Y001H	2.51	148.037	156.000	0.0001	444	1.00	0.010	0.00
PRE-E5-STAGE	SOUTHEAST	100Y002H	3.04	148.615	156.000	0.0010	2286	1.83	0.259	0.00
PRE-E5-STAGE	SOUTHEAST	100Y004H	5.04	149.374	156.000	0.0012	5222	3.04	0.948	0.00
PRE-E5-STAGE	SOUTHEAST	100Y008H	9.04	150.007	156.000	0.0014	8114	5.04	0.909	0.00
PRE-E5-STAGE	SOUTHEAST	100Y024H	25.10	151.295	156.000	0.0031	15215	15.00	0.689	0.00
PRE-E5-STAGE	SOUTHEAST	100Y072H	73.10	152.304	156.000	0.0025	21198	60.00	1.142	0.00
PRE-E5-STAGE	SOUTHEAST	100Y168H	169.09	153.022	156.000	0.0027	25985	159.99	1.018	0.00
PRE-E5-STAGE	SOUTHEAST	100Y240H	241.10	153.615	156.000	0.0028	30934	184.00	1.291	0.00
PRE-E6-STAGE	SOUTHEAST	100Y001H	2.51	153.016	158.000	0.0000	717	1.04	0.007	0.00
PRE-E6-STAGE	SOUTHEAST	100Y002H	3.25	153.423	158.000	0.0008	2297	1.87	0.191	0.00
PRE-E6-STAGE	SOUTHEAST	100Y004H	5.25	154.027	158.000	0.0011	4656	3.08	0.689	0.00
PRE-E6-STAGE	SOUTHEAST	100Y008H	9.26	154.580	158.000	0.0012	7024	5.04	0.686	0.00
PRE-E6-STAGE	SOUTHEAST	100Y024H	25.26	155.771	158.000	0.0029	12257	15.08	0.523	0.00
PRE-E6-STAGE	SOUTHEAST	100Y072H	73.26	156.647	158.000	0.0025	20856	60.00	0.871	0.00
PRE-E6-STAGE	SOUTHEAST	100Y168H	169.25	157.174	158.000	0.0020	30621	159.99	0.777	0.00
PRE-E6-STAGE	SOUTHEAST	100Y240H	239.95	157.506	158.000	0.0021	41366	184.00	0.984	239.95
PRE-SE1-STAGE	SOUTHEAST	100Y001H	3.00	115.994	121.000	0.0013	14246	0.92	4.861	0.00
PRE-SE1-STAGE	SOUTHEAST	100Y002H	3.59	117.068	121.000	0.0021	29212	1.67	7.424	0.00
PRE-SE1-STAGE	SOUTHEAST	100Y004H	724.01	118.415	121.000	0.0026	56647	3.04	17.106	0.00
PRE-SE1-STAGE	SOUTHEAST	100Y008H	727.99	119.758	121.000	0.0030	88235	4.12	17.489	0.00
PRE-SE1-STAGE	SOUTHEAST	100Y024H	19.10	120.148	121.000	0.0040	131403	15.09	13.130	19.10
PRE-SE1-STAGE	SOUTHEAST	100Y072H	60.08	120.198	121.000	0.0027	135296	60.00	20.124	60.08
PRE-SE1-STAGE	SOUTHEAST	100Y168H	160.02	120.182	121.000	0.0040	134043	159.99	17.185	160.02
PRE-SE1-STAGE	SOUTHEAST	100Y240H	184.01	120.207	121.000	0.0040	136086	184.00	21.876	184.01
PRE-SE5-STAGE	SOUTHEAST	100Y001H	2.31	136.044	141.000	-0.0001	5570	1.00	0.136	3.12
PRE-SE5-STAGE	SOUTHEAST	100Y002H	3.39	136.305	141.000	0.0006	7564	1.83	0.508	20.49
PRE-SE5-STAGE	SOUTHEAST	100Y004H	5.34	136.784	141.000	0.0010	11229	3.08	1.445	3.69
PRE-SE5-STAGE	SOUTHEAST	100Y008H	8.15	137.065	141.000	0.0010	13429	5.04	1.421	6.26
PRE-SE5-STAGE	SOUTHEAST	100Y024H	24.26	137.633	141.000	0.0014	18288	15.08	1.023	15.08
PRE-SE5-STAGE	SOUTHEAST	100Y072H	72.41	138.480	141.000	0.0020	27948	60.00	1.612	63.31
PRE-SE5-STAGE	SOUTHEAST	100Y168H	168.60	138.951	141.000	0.0023	34344	159.92	1.407	167.72
PRE-SE5-STAGE	SOUTHEAST	100Y240H	240.36	139.299	141.000	0.0021	40031	184.00	1.788	180.30
SMF-East	SOUTHEAST	100Y001H	1.15	153.118	155.000	-0.0018	15520	0.75	7.828	1.15
SMF-East	SOUTHEAST	100Y002H	2.11	153.449	155.000	-0.0013	16233	0.88	7.169	2.11
SMF-East	SOUTHEAST	100Y004H	3.58	153.869	155.000	-0.0013	17138	2.54	6.025	3.58
SMF-East	SOUTHEAST	100Y008H	5.24	153.991	155.000	-0.0015	17402	4.04	7.352	5.24
SMF-East	SOUTHEAST	100Y024H	19.12	154.128	155.000	-0.0022	17696	12.00	2.718	19.10
SMF-East	SOUTHEAST	100Y072H	60.23	154.440	155.000	0.0023	18370	60.00	2.404	60.21
SMF-East	SOUTHEAST	100Y168H	160.09	154.377	155.000	0.0026	18234	159.92	1.801	160.09
SMF-East	SOUTHEAST	100Y240H	184.10	154.789	155.000	0.0025	19122	184.00	2.344	184.10
SMF-North	NORTH	100Y001H	1.23	126.538	130.000	0.0031	29780	0.71	48.465	1.23
SMF-North	NORTH	100Y002H	2.12	127.540	130.000	0.0030	32999	0.87	43.811	2.12
SMF-North	NORTH	100Y004H	3.58	128.457	130.000	-0.0030	36100	2.54	30.228	3.58
SMF-North	NORTH	100Y008H	5.24	128.706	130.000	-0.0049	36943	4.00	36.634	5.24
SMF-North	NORTH	100Y024H	16.02	128.431	130.000	-0.0045	36013	12.00	13.150	16.02
SMF-North	NORTH	100Y072H	60.16	128.984	130.000	-0.0049	37883	60.00	10.481	60.14
SMF-North	NORTH	100Y168H	160.05	128.671	130.000	-0.0050	36825	159.92	7.650	160.04
SMF-North	NORTH	100Y240H	184.09	129.373	130.000	0.0049	39202	184.00	9.997	184.08
SMF-NorthEast	SOUTHEAST	100Y001H	2.36	136.047	140.000	0.0049	113	3.12	0.046	0.85
SMF-NorthEast	SOUTHEAST	100Y002H	3.61	136.309	140.000	0.0050	113	20.49	0.099	1.04
SMF-NorthEast	SOUTHEAST	100Y004H	5.72	136.789	140.000	0.0050	113	3.69	0.150	2.20
SMF-NorthEast	SOUTHEAST	100Y008H	8.15	137.064	140.000	0.0050	8596	6.26	0.550	10.22
SMF-NorthEast	SOUTHEAST	100Y024H	24.26	137.632	140.000	0.0050	8415	15.08	0.586	14.25
SMF-NorthEast	SOUTHEAST	100Y072H	72.40	138.480	140.000	0.0050	8229	63.31	0.806	43.16
SMF-NorthEast	SOUTHEAST	100Y168H	168.62	138.951	140.000	0.0050	8161	167.72	0.397	106.80
SMF-NorthEast	SOUTHEAST	100Y240H	240.38	139.300	140.000	0.0050	6953	180.30	0.503	152.80
SMF-NorthWest	WEST	100Y001H	1.16	142.471	145.000	-0.0021	22984	0.67	14.620	1.16

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs
SMF-NorthWest	WEST	100Y002H	2.13	142.765	145.000	-0.0013	24520	0.87	12.875	2.13
SMF-NorthWest	WEST	100Y004H	3.82	143.175	145.000	0.0009	26653	2.08	7.967	3.82
SMF-NorthWest	WEST	100Y008H	7.18	143.363	145.000	-0.0011	27634	4.00	9.277	7.18
SMF-NorthWest	WEST	100Y024H	22.27	143.524	145.000	0.0013	28474	12.00	3.212	19.42
SMF-NorthWest	WEST	100Y072H	64.33	144.175	145.000	0.0021	31870	59.92	2.300	34.81
SMF-NorthWest	WEST	100Y168H	160.24	144.472	145.000	0.0021	33420	159.90	1.632	40.07
SMF-NorthWest	WEST	100Y240H	184.31	144.357	145.000	0.0025	32816	184.00	2.142	40.12
SMF-South A	SOUTHEAST	100Y001H	0.87	97.036	99.000	0.0050	55935	0.71	336.078	0.87
SMF-South A	SOUTHEAST	100Y002H	1.02	96.804	99.000	0.0050	55331	0.87	302.320	1.02
SMF-South A	SOUTHEAST	100Y004H	2.59	96.621	99.000	0.0050	54792	2.54	208.641	2.59
SMF-South A	SOUTHEAST	100Y008H	4.08	96.982	99.000	0.0050	55804	4.00	251.047	4.08
SMF-South A	SOUTHEAST	100Y024H	19.15	97.491	99.000	0.0050	93238	12.00	91.340	12.05
SMF-South A	SOUTHEAST	100Y072H	60.16	98.391	99.000	0.0050	99033	60.00	92.226	60.01
SMF-South A	SOUTHEAST	100Y168H	160.05	98.201	99.000	0.0050	97575	159.92	69.762	159.99
SMF-South A	SOUTHEAST	100Y240H	184.08	98.996	99.000	0.0050	101906	184.00	90.558	184.00
SMF-South B	SOUTHEAST	100Y001H	2.21	92.572	99.000	0.0032	166007	0.87	242.864	0.60
SMF-South B	SOUTHEAST	100Y002H	2.82	94.016	99.000	0.0031	176752	1.02	219.461	0.73
SMF-South B	SOUTHEAST	100Y004H	4.29	95.703	99.000	0.0031	190956	2.59	201.170	1.69
SMF-South B	SOUTHEAST	100Y008H	7.28	96.650	99.000	0.0035	198632	4.08	237.414	7.26
SMF-South B	SOUTHEAST	100Y024H	19.28	97.436	99.000	0.0050	204459	12.05	89.100	19.27
SMF-South B	SOUTHEAST	100Y072H	60.41	98.282	99.000	-0.0039	211447	60.01	82.419	60.39
SMF-South B	SOUTHEAST	100Y168H	160.14	98.110	99.000	0.0050	210028	159.99	66.667	160.14
SMF-South B	SOUTHEAST	100Y240H	184.16	98.843	99.000	0.0050	216093	184.00	86.160	184.16
SMF-West	WEST	100Y001H	1.23	124.356	129.000	0.0029	34842	0.71	52.826	1.23
SMF-West	WEST	100Y002H	2.22	125.367	129.000	0.0028	38403	0.87	47.827	2.22
SMF-West	WEST	100Y004H	3.70	126.423	129.000	0.0025	42125	2.54	32.799	3.70
SMF-West	WEST	100Y008H	6.19	126.769	129.000	-0.0039	43340	4.00	39.758	6.19
SMF-West	WEST	100Y024H	19.10	127.021	129.000	-0.0049	44231	12.00	14.173	19.10
SMF-West	WEST	100Y072H	64.02	127.738	129.000	0.0045	46755	60.00	11.127	60.23
SMF-West	WEST	100Y168H	160.12	127.694	129.000	0.0049	46601	159.92	8.079	160.10
SMF-West	WEST	100Y240H	184.13	128.602	129.000	0.0050	49799	184.00	10.567	184.12





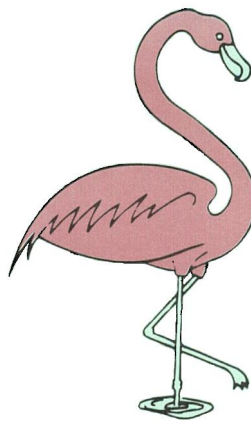




TARA FOREST EAST SUBDIVISION TRAFFIC STUDY

ALACHUA COUNTY, FLORIDA

December 2019



BUCKHOLZ TRAFFIC



**BUCKHOLZ TRAFFIC
3585 KORI ROAD
JACKSONVILLE, FLORIDA 32257
(904) 886-2171 jwbuckholz@aol.com**

December 13, 2019

Mr. Christopher A. Gmuer, P.E.
Gmuer Engineering
2603 NW 13th Street
Gainesville, Florida 32609

Re: Updated Tara Forest East Traffic Study

Dear Mr. Gmuer:

Attached is the updated traffic study. If there are any questions or comments regarding this study, please contact me.

Sincerely,

Jeffrey W. Buckholz, P.E., PTOE
Principal

This item has been digitally signed and sealed by Jeffrey W. Buckholz, P.E. on 12/13/19. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

INTRODUCTION

The proposed Tara Forest East residential development will contain 340 single family homes and 211 townhomes and will be located on the west side of CR 241 approximately $\frac{3}{4}$ of a mile north of SR 235 in northern Alachua County, Florida. The development will have access to both CR 241 and NW 147th Drive. CR 241 in the vicinity of the site is a two-lane undivided rural major collector with a posted speed limit of 55 mph. NW 147th Drive is a two-lane undivided local road with a posted speed limit of 20 mph. It intersects US 441 approximately $\frac{1}{2}$ mile to the south at an existing signalized intersection.

Figure 1 shows the site location and surrounding road network while Appendix A contains the proposed site plan. The development is expected to be complete by the end of 2028 with 100 units completed by the end of 2020; 200 units completed by the end of 2022; and 280 units completed by the end of 2024. The full build out year of 2028 was chosen as the design year for this study.

EXISTING TRAFFIC VOLUMES

Manual turning movement counts (see Appendix B) were conducted by Buckholz Traffic personnel in 2018 at the intersection of CR 241 with NW 172nd Avenue and NW 174th Avenue. The counts were conducted during weekday peak periods (6:30-8:30 AM and 3:45-5:45 PM). The data was collected at 15-minute intervals and includes a separate tabulation for trucks. Figure 2 provides a visual summary of existing weekday peak hour traffic counts at these two intersections. Figure 3 provides a similar visual summary for weekday peak period traffic flows. Also shown in Figure 3 are the directional percentages for the residential traffic currently using CR 241; a good indicator of the expected trip distribution for site traffic using the CR 241 driveway.

In addition, manual turning movement counts were conducted by Buckholz Traffic personnel in 2019 at the US 441/NW 147th Drive intersection and at the US 441/CR 235 (NW 140th Street) intersection. The counts were conducted during weekday peak periods. The data was collected at 15-minute intervals and includes a separate tabulation for trucks. Figure 4 provides a visual summary of existing weekday peak hour traffic counts at these intersections. Figure 5 provides a similar visual summary for weekday peak period traffic flows at the US 441/NW 147th Drive intersection. Also shown in Figure 5 are directional percentages derived from the traffic counts. These percentages are a good indicator of the expected trip distribution for site traffic using NW 147th Drive.

Appendix C provides daily traffic volumes from the FDOT annual traffic counting program for CR 241 and US 441. The current Average Daily Traffic (ADT) on the portion of CR 241 in the vicinity of the site is about 3000 vehicles per day and the current ADT on US 441 near NW 147th Drive is 24,000 vehicles per day.

BUCKHOLZ TRAFFIC

TRIP GENERATION

Trip generation calculations were carried out using the 10th edition of ITE's Trip Generation Manual and referencing land use codes 210 (Single Family Housing) and 220 (Multi-Family Low Rise). Tables 1 and 2 contain the daily, AM peak hour, and PM peak hour trip generation calculations for the development. During an average weekday the development is expected to generate 4760 trips (2380 entering and 2380 exiting) with 343 trips (83 entering and 260 exiting) occurring during the AM peak hour and 444 trips (279 entering and 165 exiting) occurring during the PM peak hour. All of these trips will be new trips.

SITE TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

Peak hour site trips were directionally distributed based on percentages derived from Figures 3 and 5. The resulting weekday peak hour traffic assignments for the development are provided in Figure 6. The values contained in this figure were obtained by multiplying the trip generation results by the trip distribution percentages. Based on the arrangement of dwelling units within the site, it is estimated that 60% of site trips will use NW 147th Drive and 40% will use the CR 241 entrance.

2028 BUILD TRAFFIC VOLUMES

The expected weekday AM peak hour and PM peak hour background (No Build) traffic volumes and total (Build) traffic volumes at the CR 241/NW 172nd Avenue intersection and the CR 241/NW 174th Avenue intersection are graphically depicted in Figures 7 and 8. The 2028 background traffic volumes were obtained by multiplying the existing traffic volumes by the appropriate FDOT seasonal adjustment factor (0.99) and then by a corresponding annual growth factor obtained from nearby FDOT traffic counts on CR 241 (see Appendix C). The FDOT counts suggest that, since 2014, traffic volumes have actually been trending downward along CR 241. Consequently, a 0% annual growth rate was used in the analysis. The 2028 Build traffic volumes were then obtained by adding the traffic generated by the new development to the 2028 background traffic volumes.

The expected weekday AM peak hour and PM peak hour background (No Build) traffic volumes and total (Build) traffic volumes at the US 441/NW 147th Drive intersection and the US 441/CR 235 intersection are graphically depicted in Figures 9 through 12. The 2028 background traffic volumes were obtained by multiplying the existing traffic volumes by the appropriate FDOT seasonal adjustment factor and then by a corresponding annual growth rate (5.0%) obtained from nearby FDOT traffic counts on US 441 (see Appendix C). The 2028 Build traffic volumes were then obtained by adding the traffic generated by the new development to the 2028 background traffic volumes.

BUCKHOLZ TRAFFIC

TURN LANE ANALYSIS

A formal analysis was conducted to determine if an exclusive right turn lane is warranted on CR 241 at the Site Drive. The methodology contained in NCHRP Report #279 was used to conduct the right turn lane analysis. As indicated in Figure 13, right turn volumes into the Site Drive will not be high enough during weekday peak hours to warrant an exclusive right turn lane on CR 241 under 2028 Build conditions. The right turn lane warrants contained in NCHRP Report #420 support this conclusion.

Using the 2028 Build traffic volumes, a formal analysis was also made to determine if an exclusive left turn lane is warranted on CR 241 at the Site Drive. The methodology contained in a paper written by M.D. Harmelink entitled: "Volume Warrants for Left Turn Storage Lanes at Unsignalized Grade Intersections" was used to conduct this evaluation. The results indicate that traffic volumes on CR 241 will not be high enough during the weekday PM peak hour to warrant a left turn lane at the site drive. The supporting analysis is provided in Figure 14.

UNSIGNALIZED INTERSECTION CAPACITY ANALYSIS

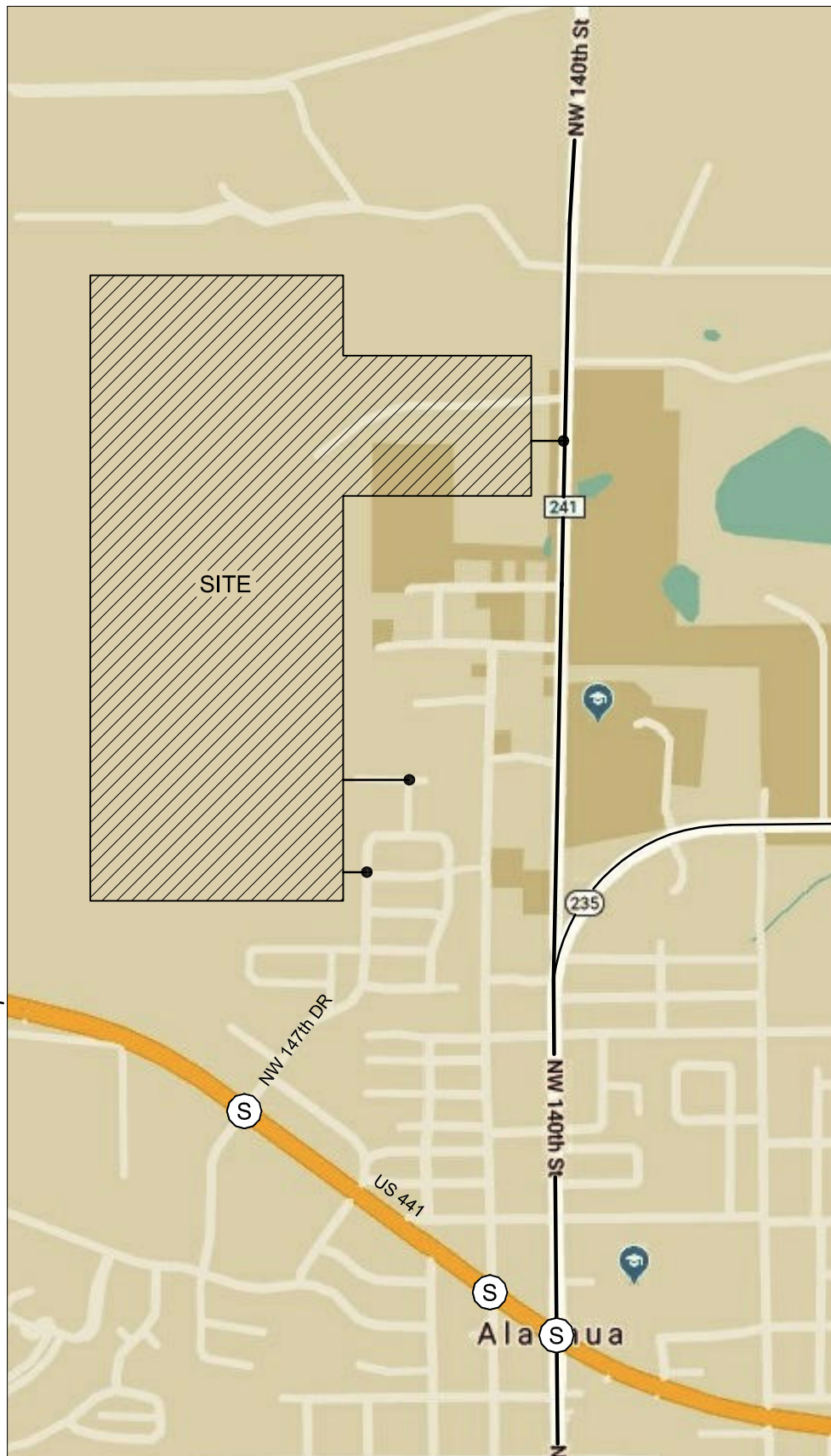
The unsignalized CR 241/Site Drive intersection, the unsignalized CR 241/NW 172nd Avenue intersection, and the unsignalized CR 241/NW 174th Avenue intersection were analyzed using the two-way stop control methodology contained in Chapter 19 of the Sixth Edition of the Highway Capacity Manual. Tables 3 and 4 contain the capacity analysis results with the supporting calculations provided in Appendix D. Under 2028 Build conditions all minor movements and each of these intersections are expected to operate at level of service B or better with minimal queuing and a volume-to-capacity ratio of well less than one.

SIGNALIZED INTERSECTION CAPACITY ANALYSIS

The signalized US 441/NW 147th Drive intersection and the US 441/CR 235 intersection were analyzed using the operational methodology contained in Chapter 19 of the Sixth Edition of the Highway Capacity Manual. Current signal timings were used for the existing (2019) analysis and consultant timings were used for the 2028 BUILD analysis. All timings are provided in Appendix E. Tables 5 and 6 contain the capacity analysis results with the supporting calculations provided in Appendix F. Under 2028 Build conditions with optimized splits, the US 441/NW 147th Drive intersection is expected to operate at LOS C during the weekday AM peak hour and LOS E during the weekday PM peak hour.

The US 441/CR 235 intersection is expected to operate at LOS F during both weekday peak hours with extensive queuing and delay. However, only 9% of expected entering peak hour traffic at this intersection in 2028 is attributable to the new development.

BUCKHOLZ TRAFFIC



(S) = TRAFFIC SIGNAL

Buckholz Traffic

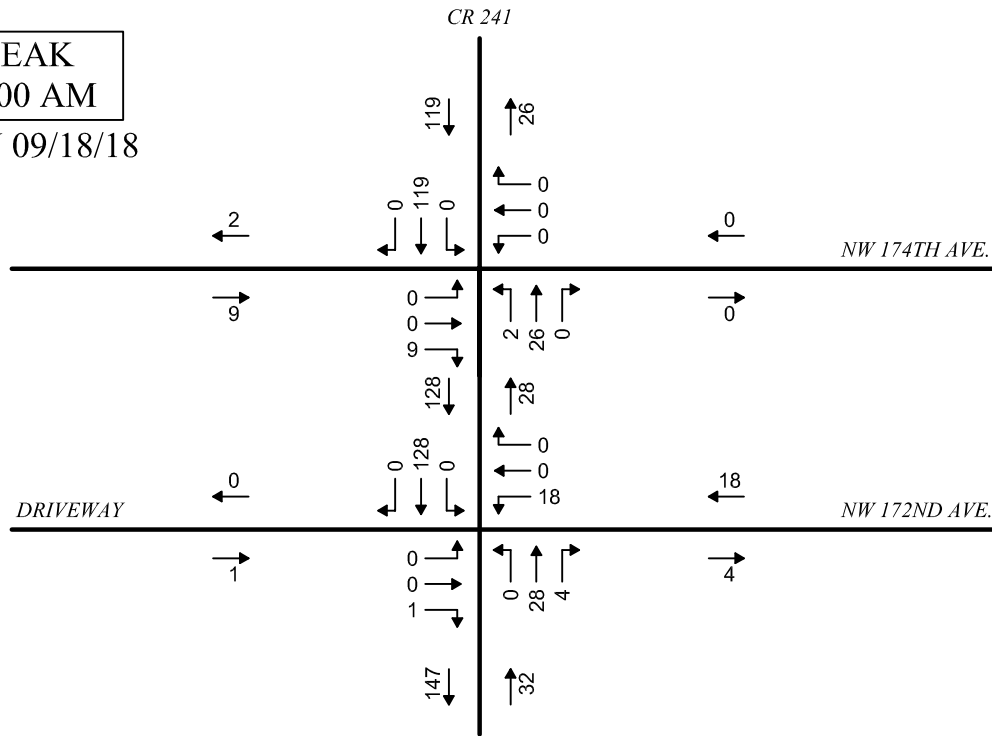
FIGURE 1

SITE LOCATION



M:\18-1534\CAD\FIG_02.dwg Date: 08-26-19 T: 18:48 By: AVDelacruz

AM PEAK
7:00-8:00 AM
TUESDAY 09/18/18



PM PEAK
4:45-5:45 PM
MONDAY 09/17/18

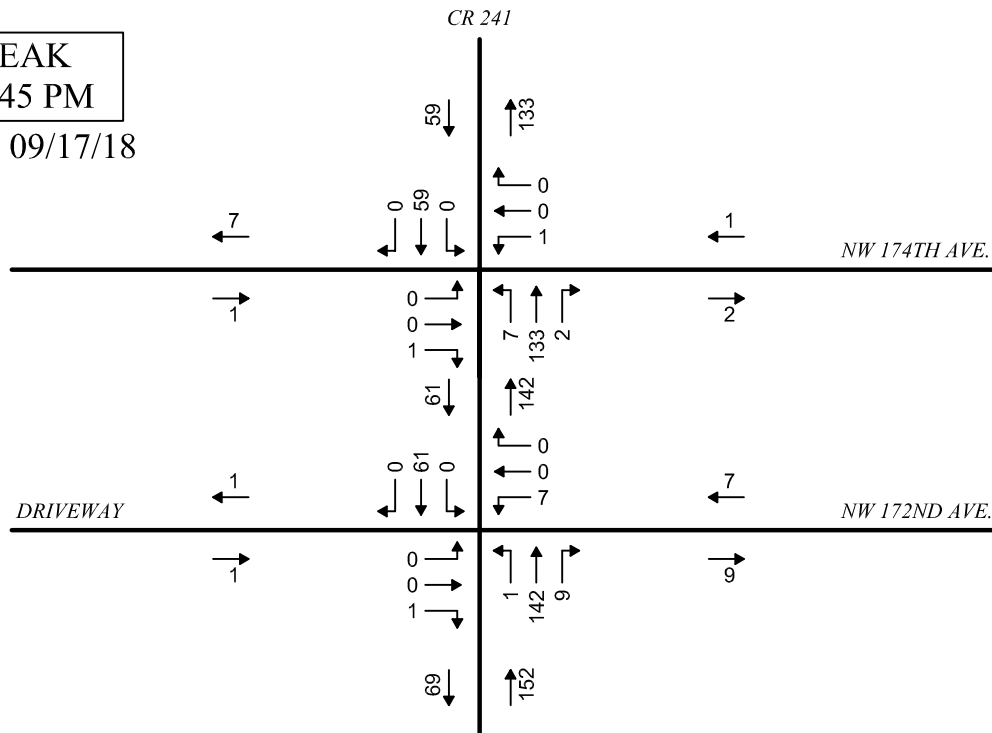


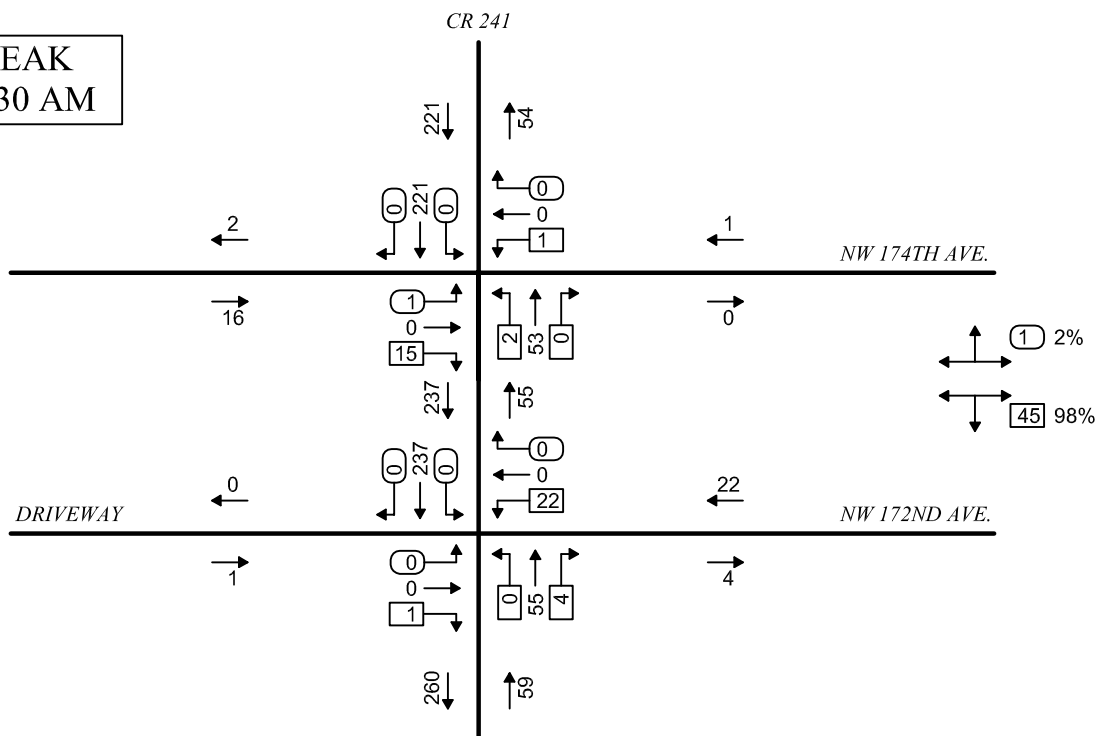
FIGURE 2

CR 241 TRAFFIC COUNTS

WEEKDAY PEAK HOURS



Buckholz Traffic

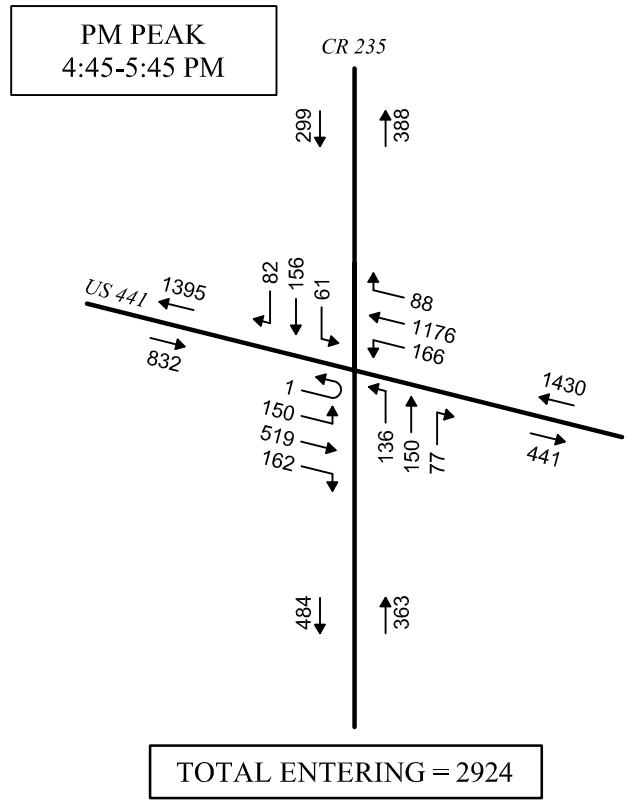
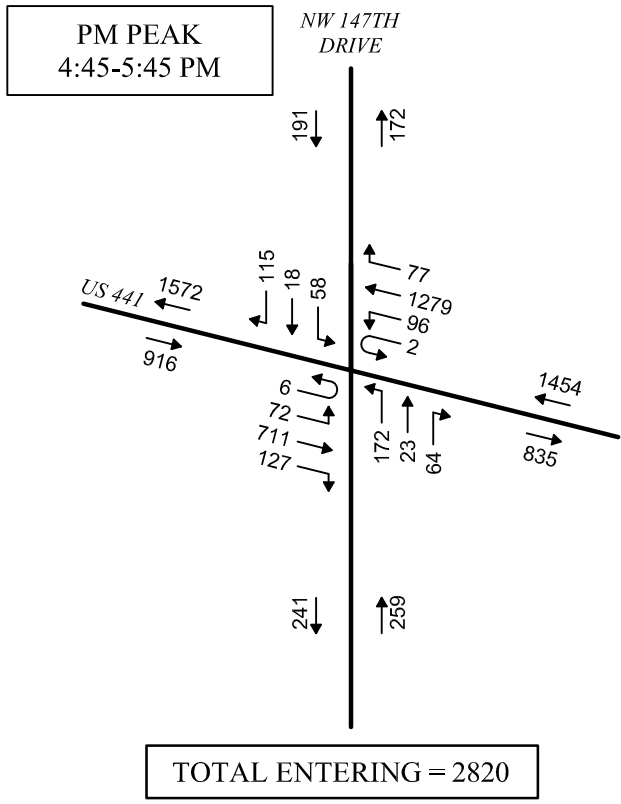
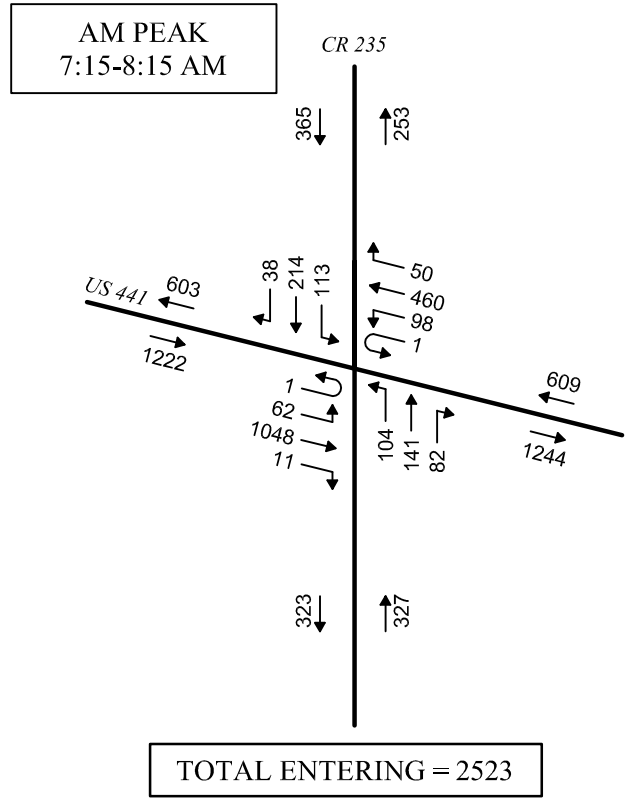
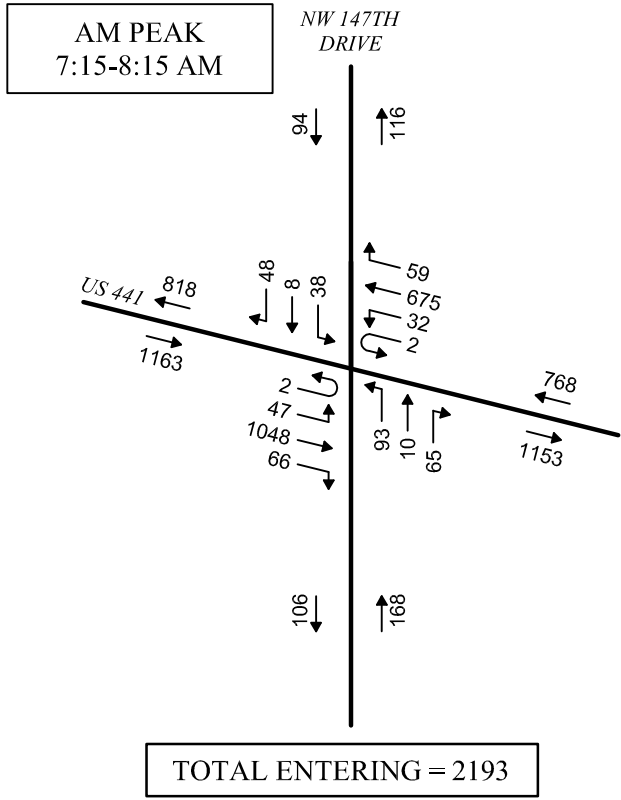


The diagram illustrates a four-way intersection with the following details:

- Streets:** CR 241 (vertical), NW 174TH AVE. (horizontal), and NW 172ND AVE. (horizontal). A DRIVEWAY is located on the left side of NW 172ND AVE.
- Accident Data:**
 - At the intersection with NW 174TH AVE.: 3 accidents (circled '3') and 66 accidents (boxed '66') with a 95% probability.
 - At the intersection with NW 172ND AVE.: 1 accident (circled '1') and 19 accidents (boxed '19').
- Traffic Flow and Counts:**
 - CR 241 (Northbound):** 113 vehicles (downward arrow), 258 vehicles (upward arrow).
 - CR 241 (Southbound):** 137 vehicles (downward arrow), 297 vehicles (upward arrow).
 - NW 174TH AVE. (Westbound):** 16 vehicles (leftward arrow), 4 vehicles (leftward arrow).
 - NW 174TH AVE. (Eastbound):** 7 vehicles (rightward arrow), 5 vehicles (rightward arrow).
 - NW 172ND AVE. (Westbound):** 1 vehicle (leftward arrow), 15 vehicles (leftward arrow).
 - NW 172ND AVE. (Eastbound):** 1 vehicle (rightward arrow), 20 vehicles (rightward arrow).
- Vehicle Counts at Intersections:**
 - CR 241 & NW 174TH AVE:**
 - Northbound CR 241: 1 vehicle (circled '1'), 0 vehicles (boxed '0').
 - Southbound CR 241: 0 vehicles (boxed '0'), 7 vehicles (boxed '7').
 - Eastbound NW 174TH AVE: 15 vehicles (boxed '15'), 257 vehicles (boxed '257'), 5 vehicles (boxed '5').
 - Westbound NW 174TH AVE: 0 vehicles (boxed '0'), 3 vehicles (boxed '3').
 - CR 241 & NW 172ND AVE:**
 - Northbound CR 241: 0 vehicles (circled '0'), 15 vehicles (boxed '15').
 - Southbound CR 241: 0 vehicles (boxed '0'), 1 vehicle (boxed '1').
 - Eastbound NW 172ND AVE: 1 vehicle (boxed '1'), 277 vehicles (boxed '277'), 19 vehicles (boxed '19').
 - Westbound NW 172ND AVE: 0 vehicles (boxed '0'), 1 vehicle (boxed '1').

Buckholz Traffic

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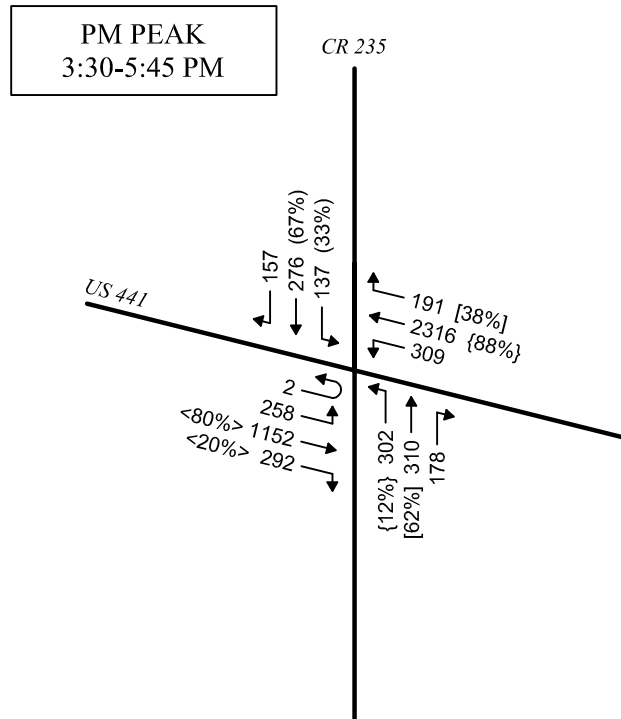
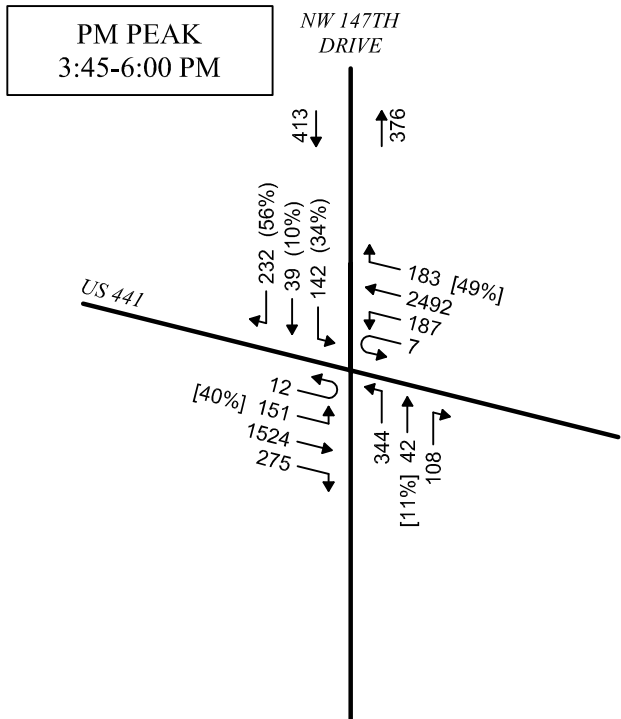
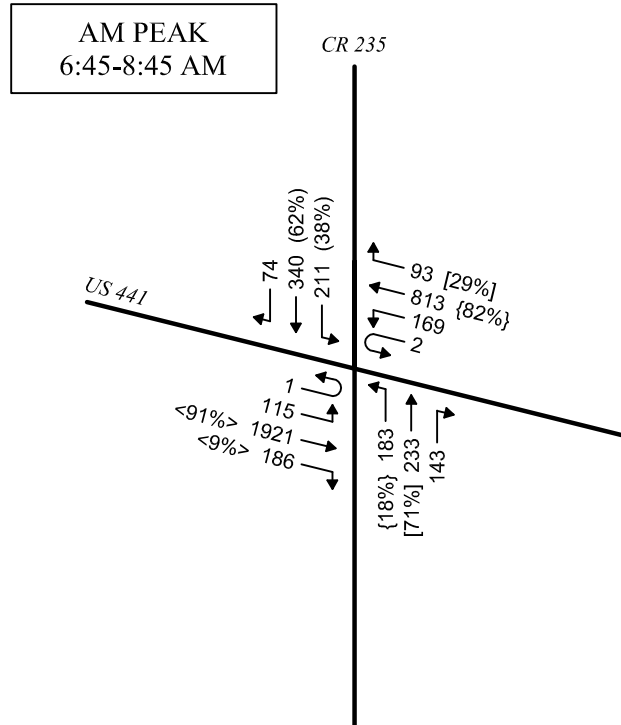
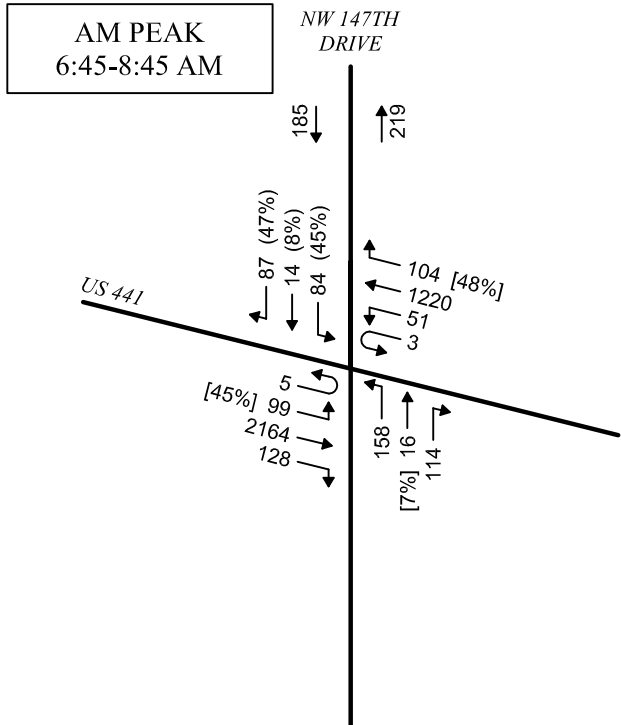


Buckholz Traffic

FIGURE 4
US 441
TRAFFIC COUNTS
WEEKDAY PEAK HOURS



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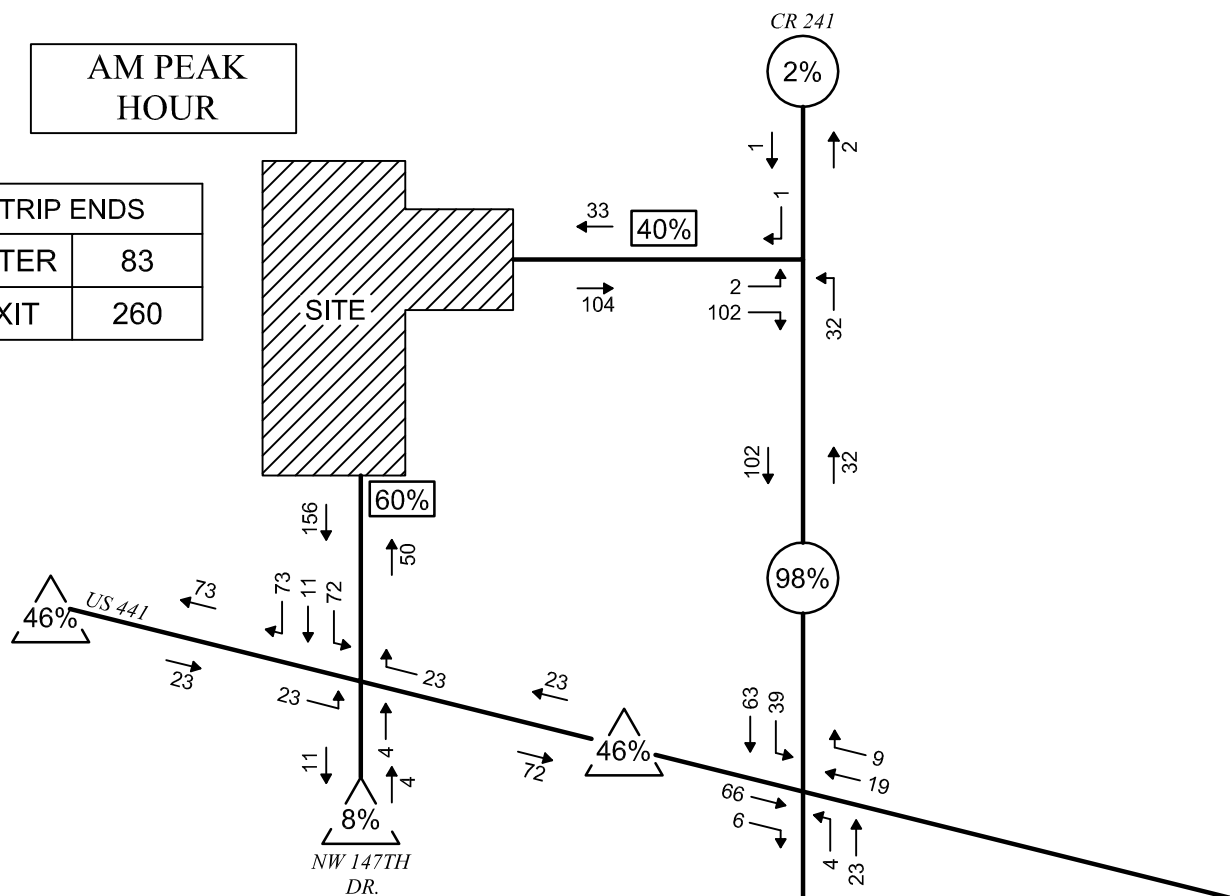
Buckholz Traffic

FIGURE 5
US 441
TRAFFIC COUNTS
WEEKDAY PEAK PERIODS



AM PEAK HOUR

TRIP ENDS	
ENTER	83
EXIT	260



PM PEAK HOUR

TRIP ENDS	
ENTER	279
EXIT	165

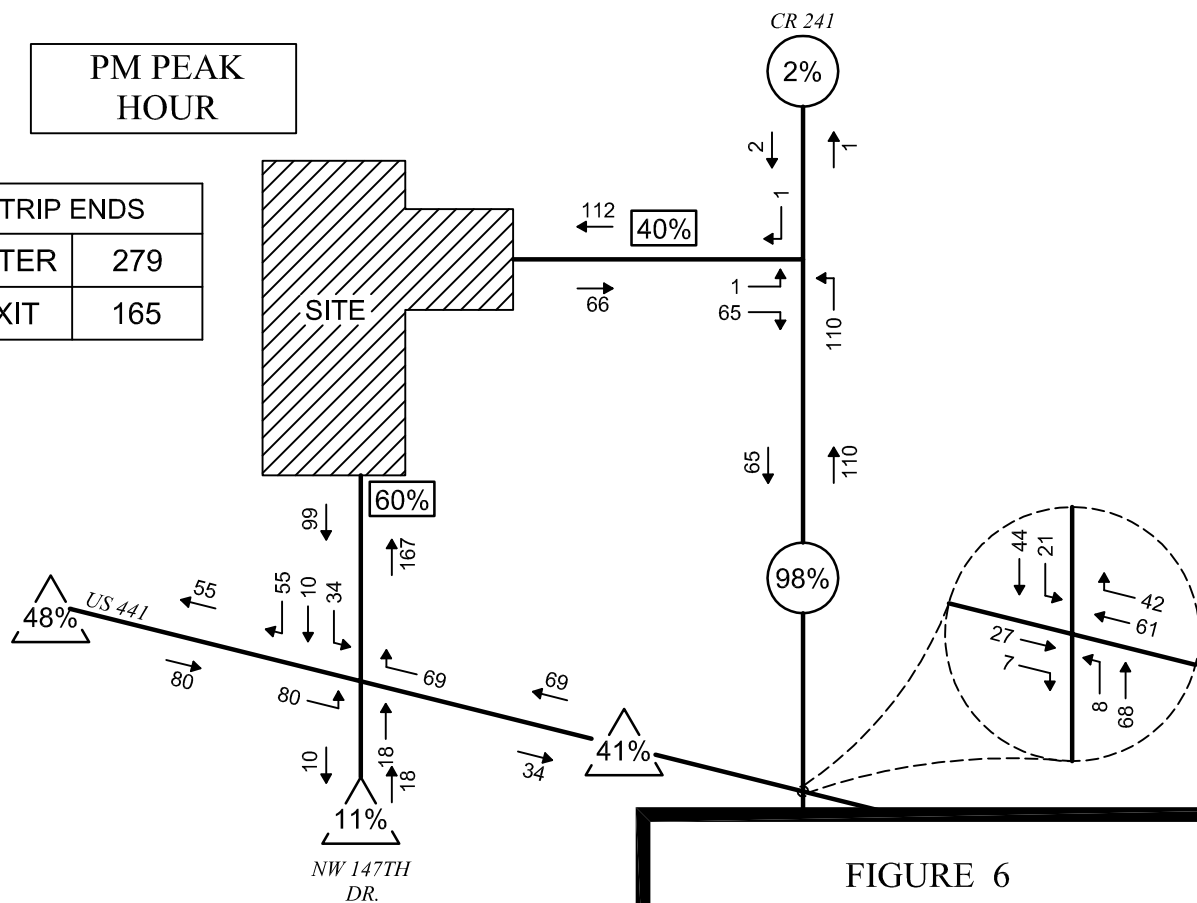
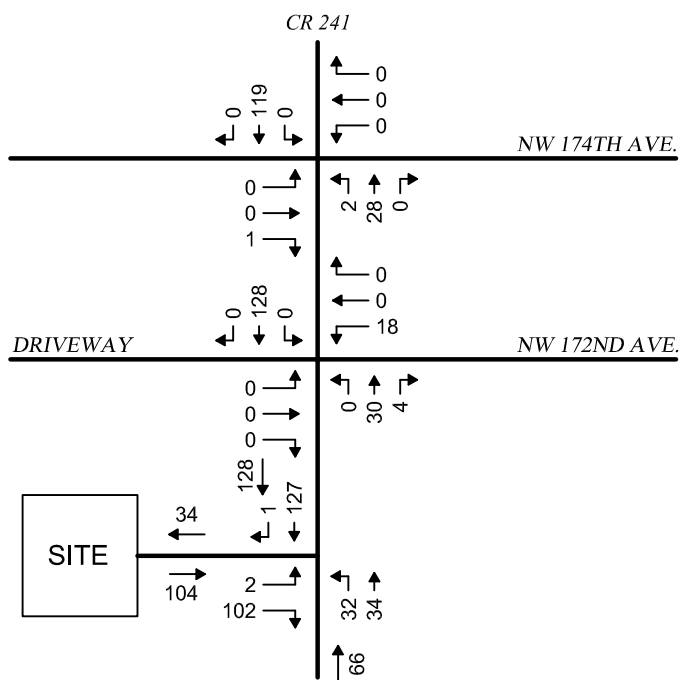
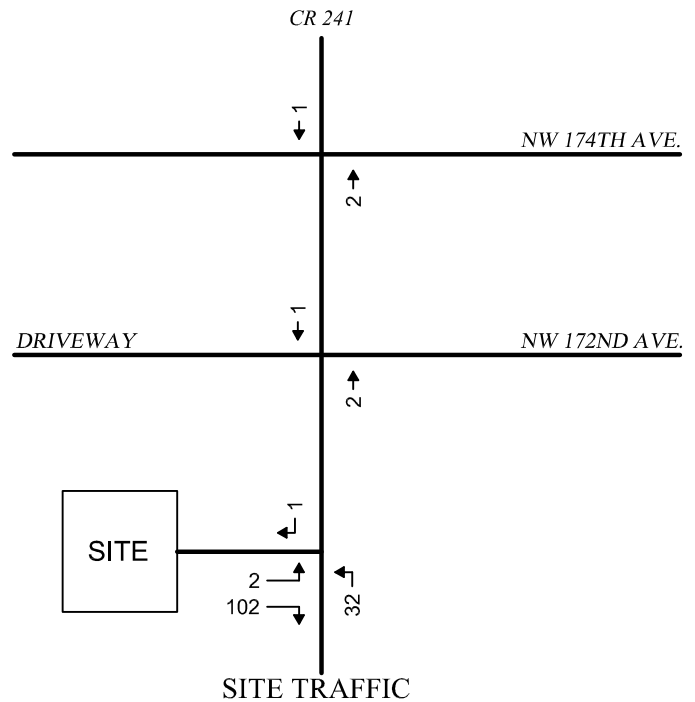
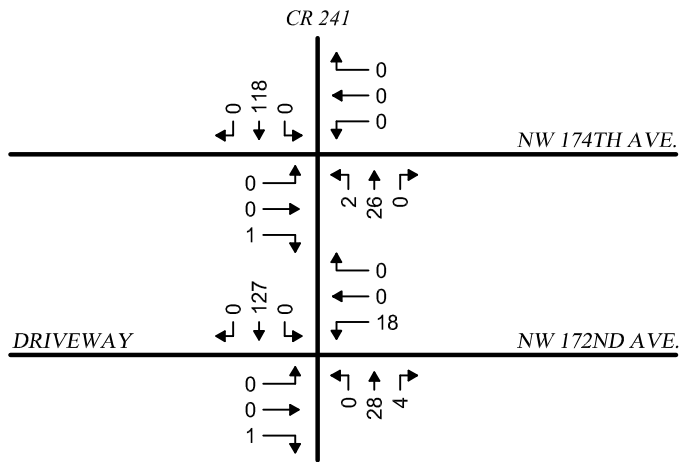
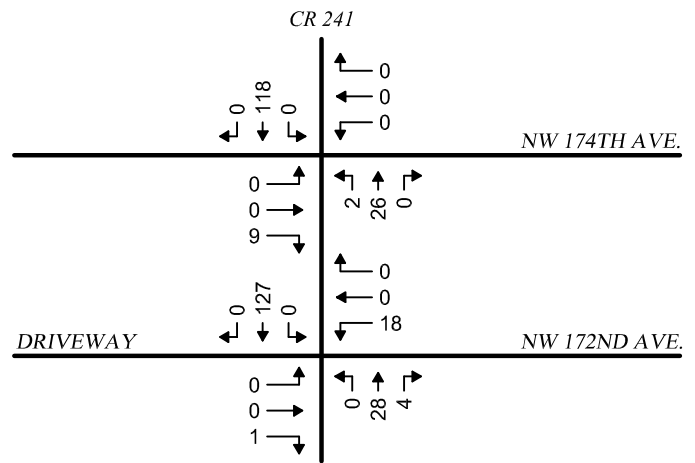
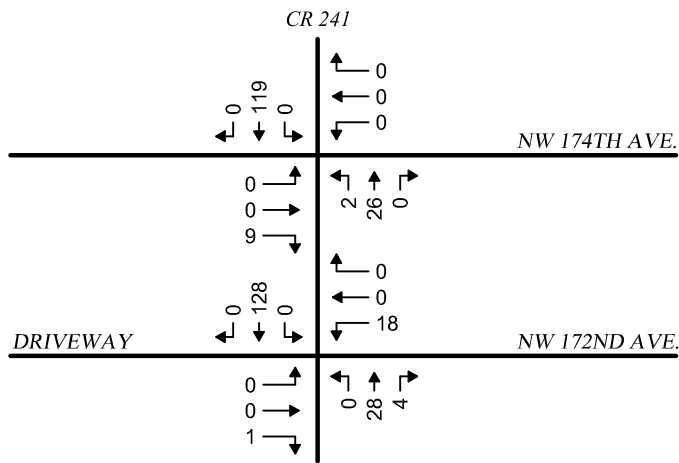


FIGURE 6

SITE TRAFFIC ASSIGNMENT



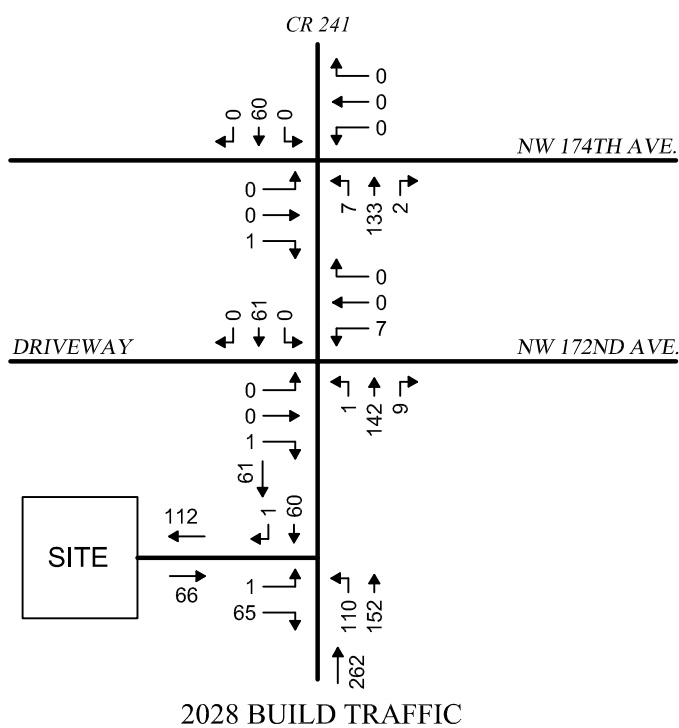
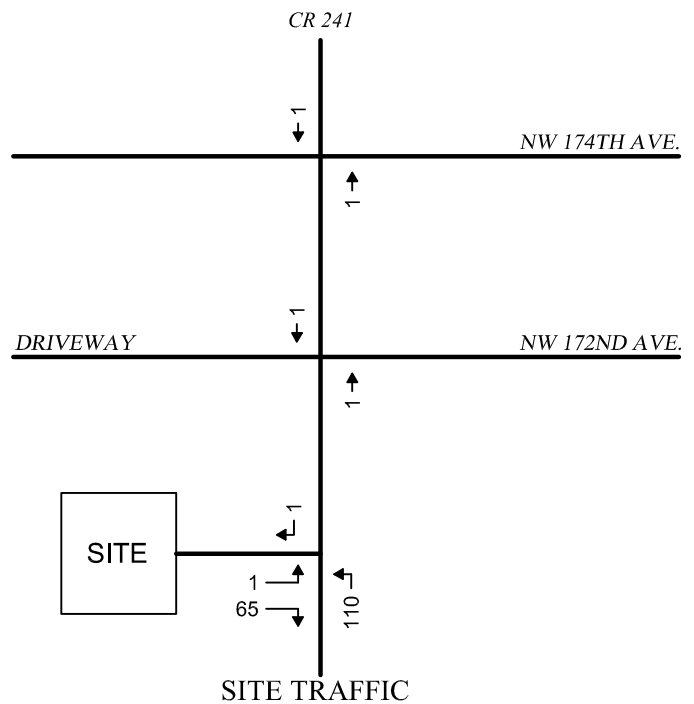
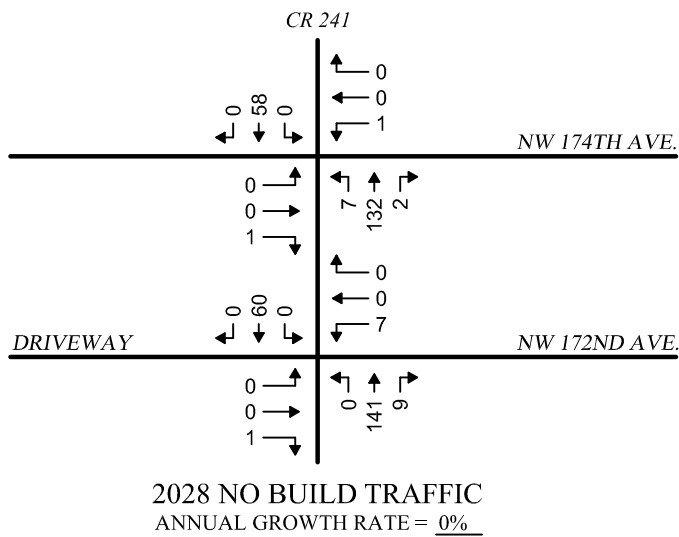
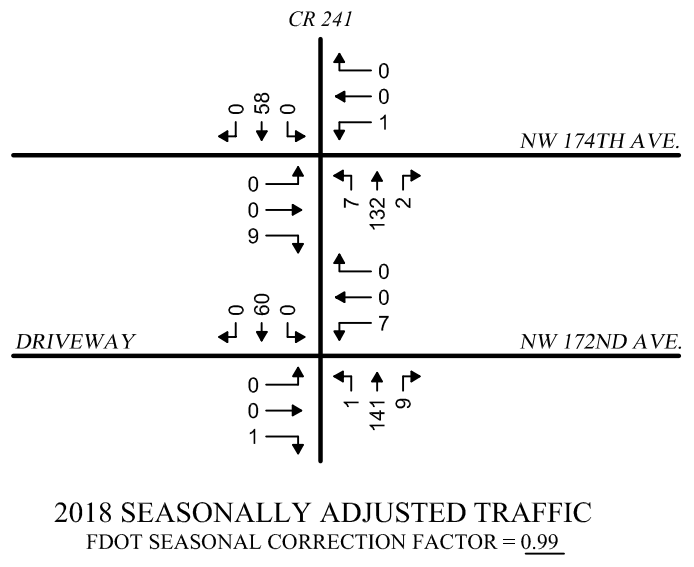
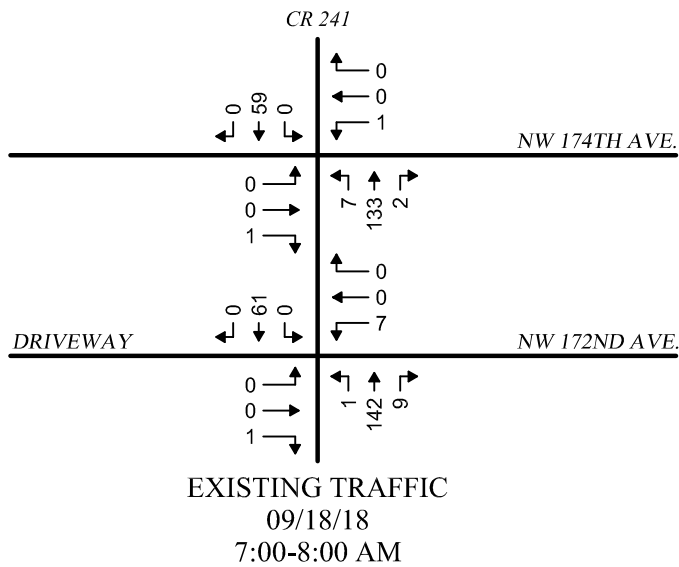
Buckholz Traffic



Buckholz Traffic

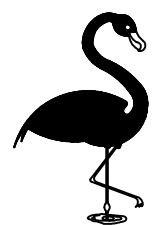
FIGURE 7
2028 BUILD TRAFFIC
CR 241
AM PEAK HOUR

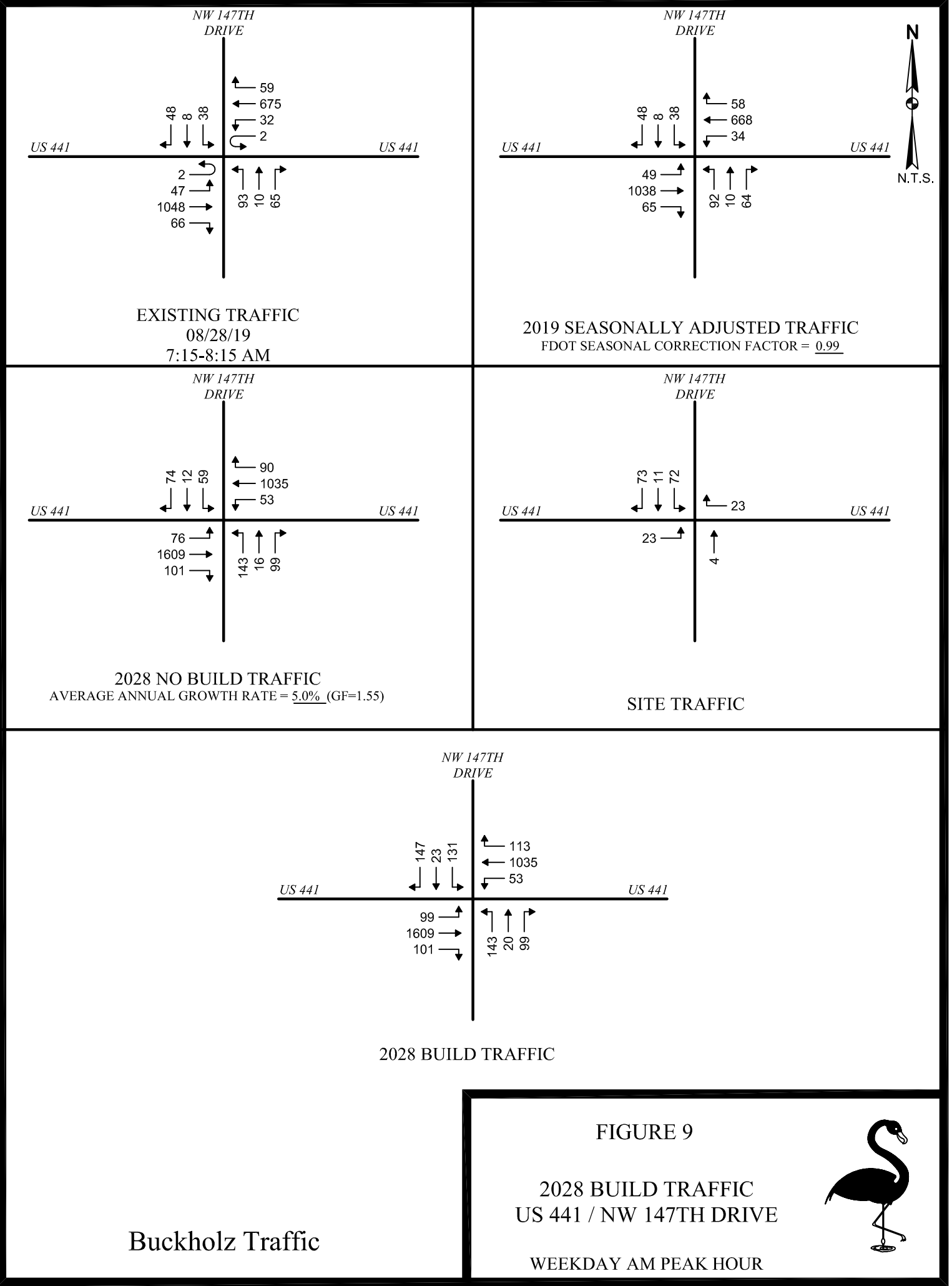




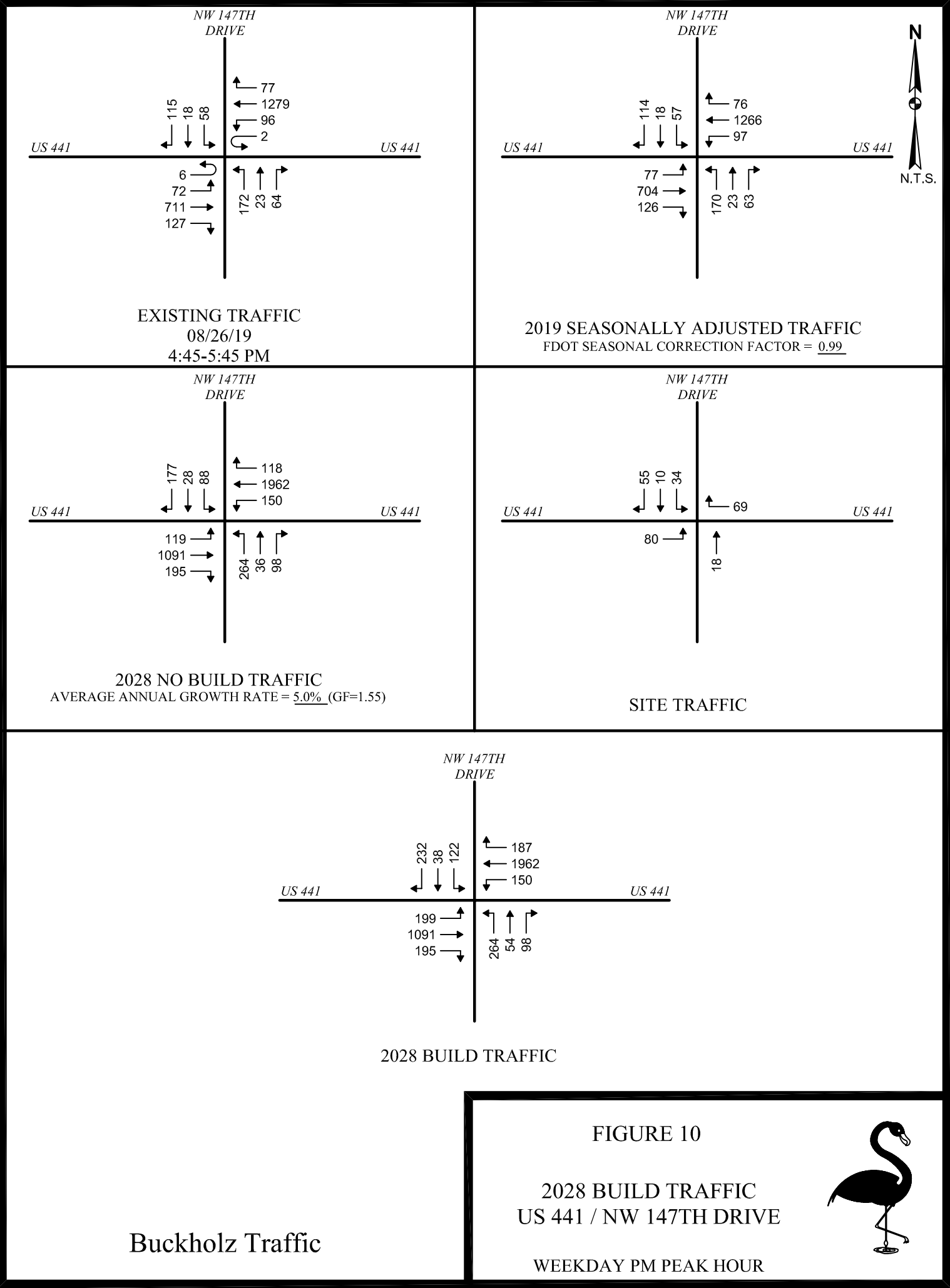
Buckholz Traffic

FIGURE 8
2028 BUILD TRAFFIC
CR 241
PM PEAK HOUR

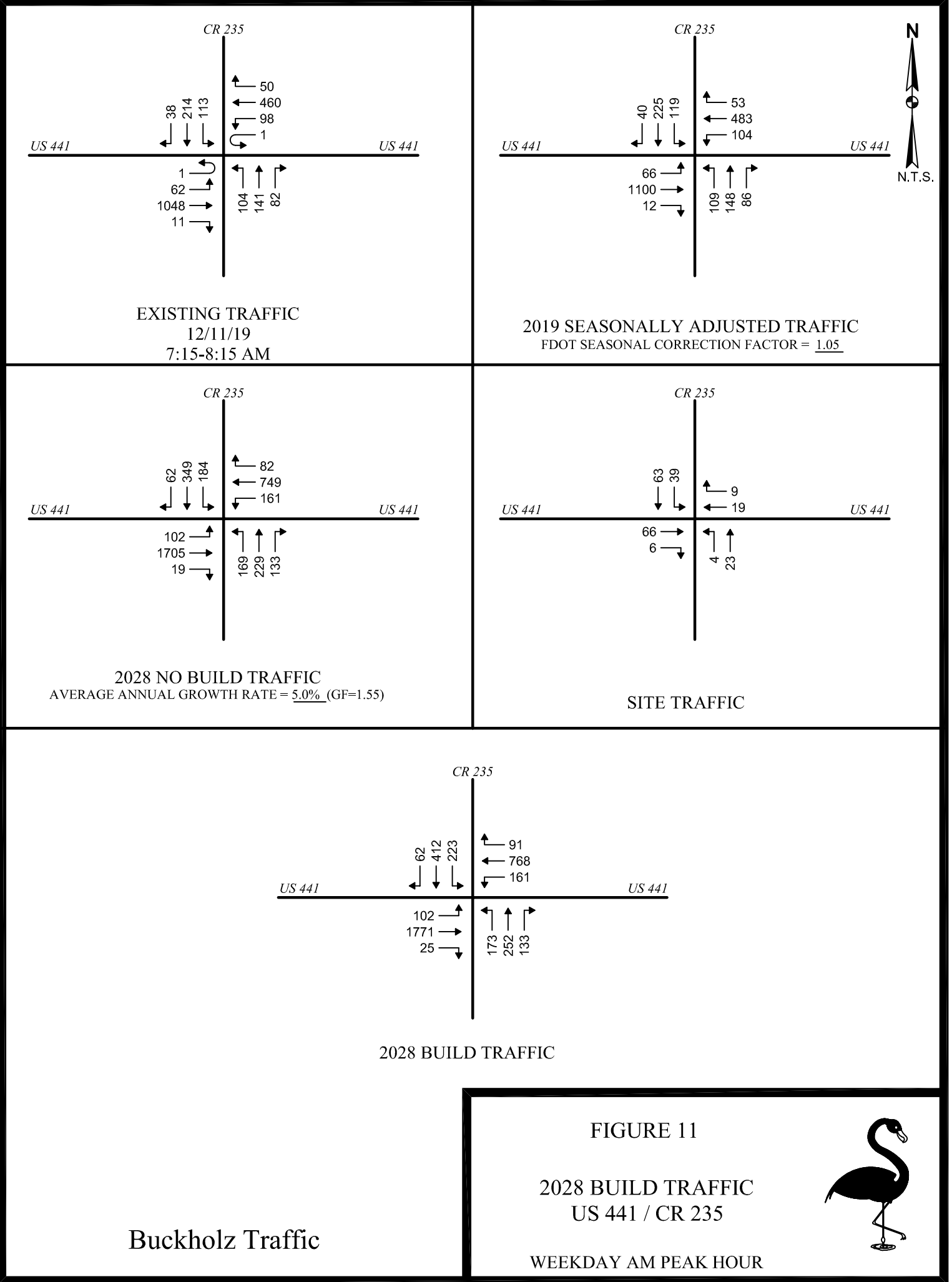


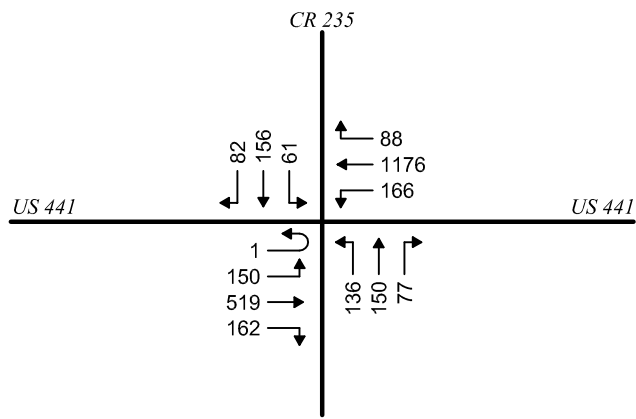


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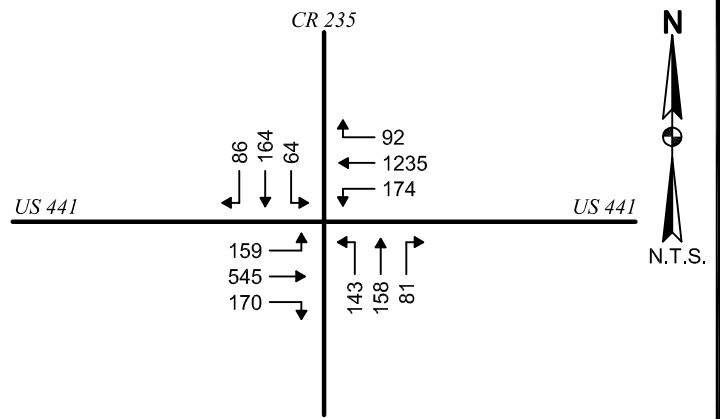


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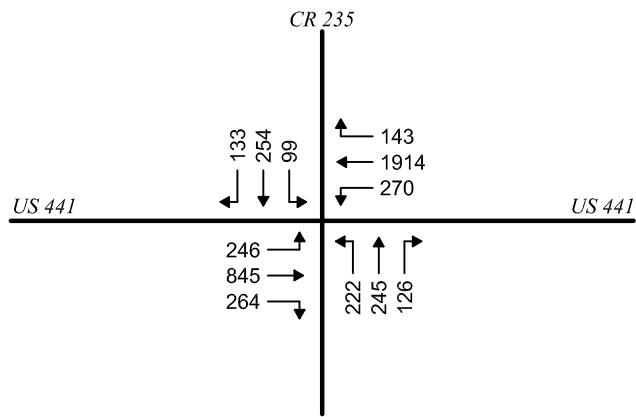




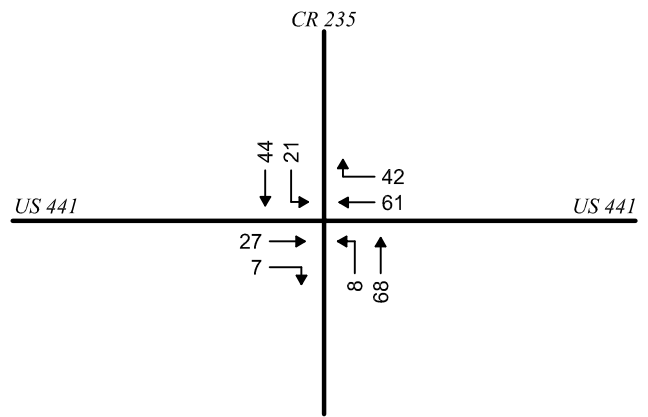
EXISTING TRAFFIC
12/09/19
4:45-5:45 PM



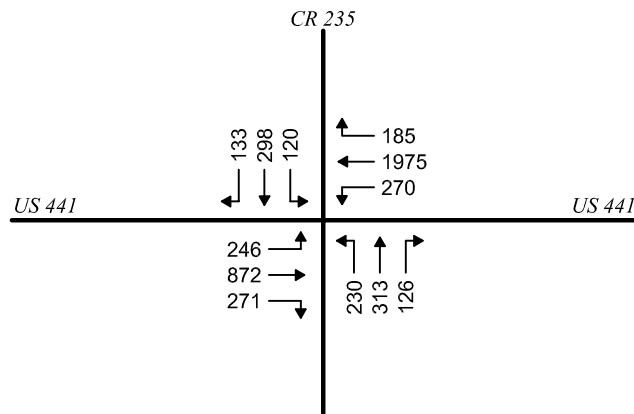
2019 SEASONALLY ADJUSTED TRAFFIC
FDOT SEASONAL CORRECTION FACTOR = 1.05



2028 NO BUILD TRAFFIC
AVERAGE ANNUAL GROWTH RATE = 5.0% (GF=1.55)



SITE TRAFFIC



2028 BUILD TRAFFIC

Buckholz Traffic

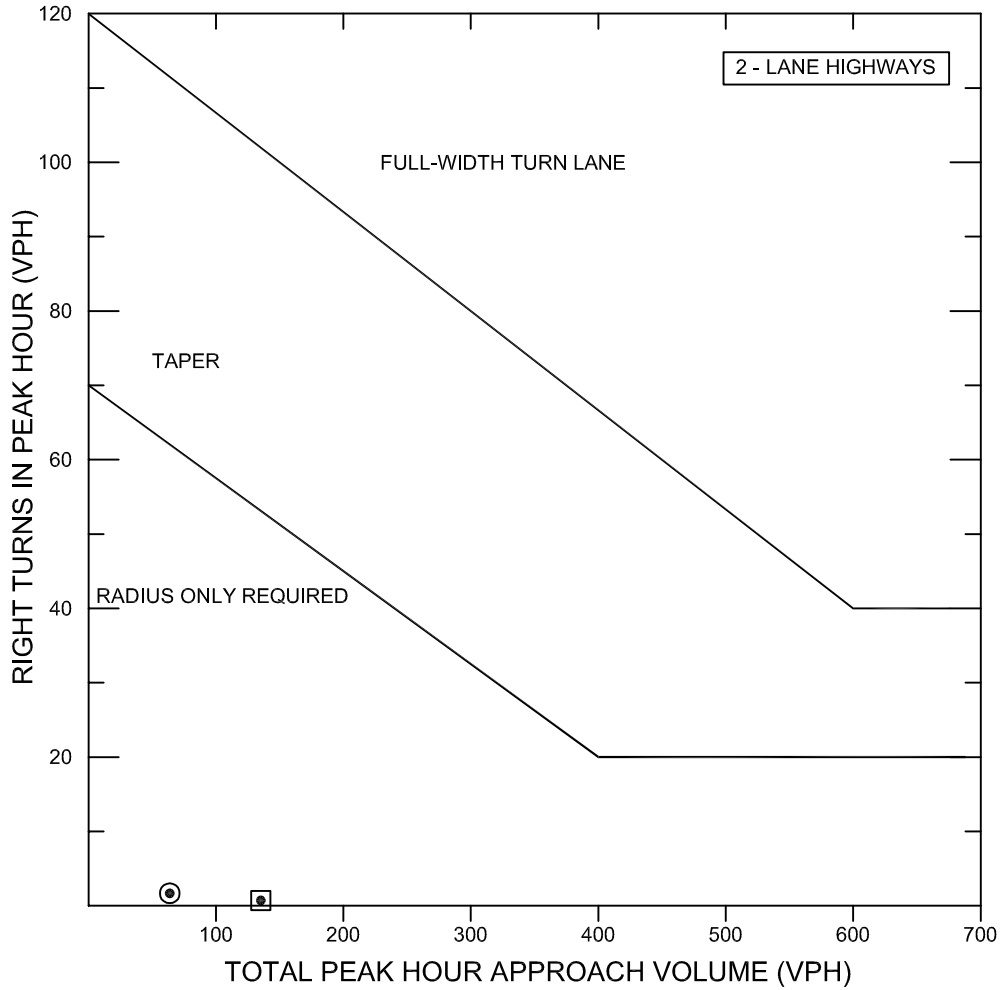
FIGURE 12

2028 BUILD TRAFFIC
US 441 / CR 235

WEEKDAY PM PEAK HOUR



CR 241 @ SITE DRIVE



NOMOGRAPH FOR RIGHT TURN LANES

SOURCE: TRANSPORTATION RESEARCH BOARD NCHRP REPORT #279

AM PEAK HOUR

V_A	128
V_R	1

PM PEAK HOUR

V_A	62
V_R	2

NCHRP 420	
MULTI-LANE	> 45 MPH

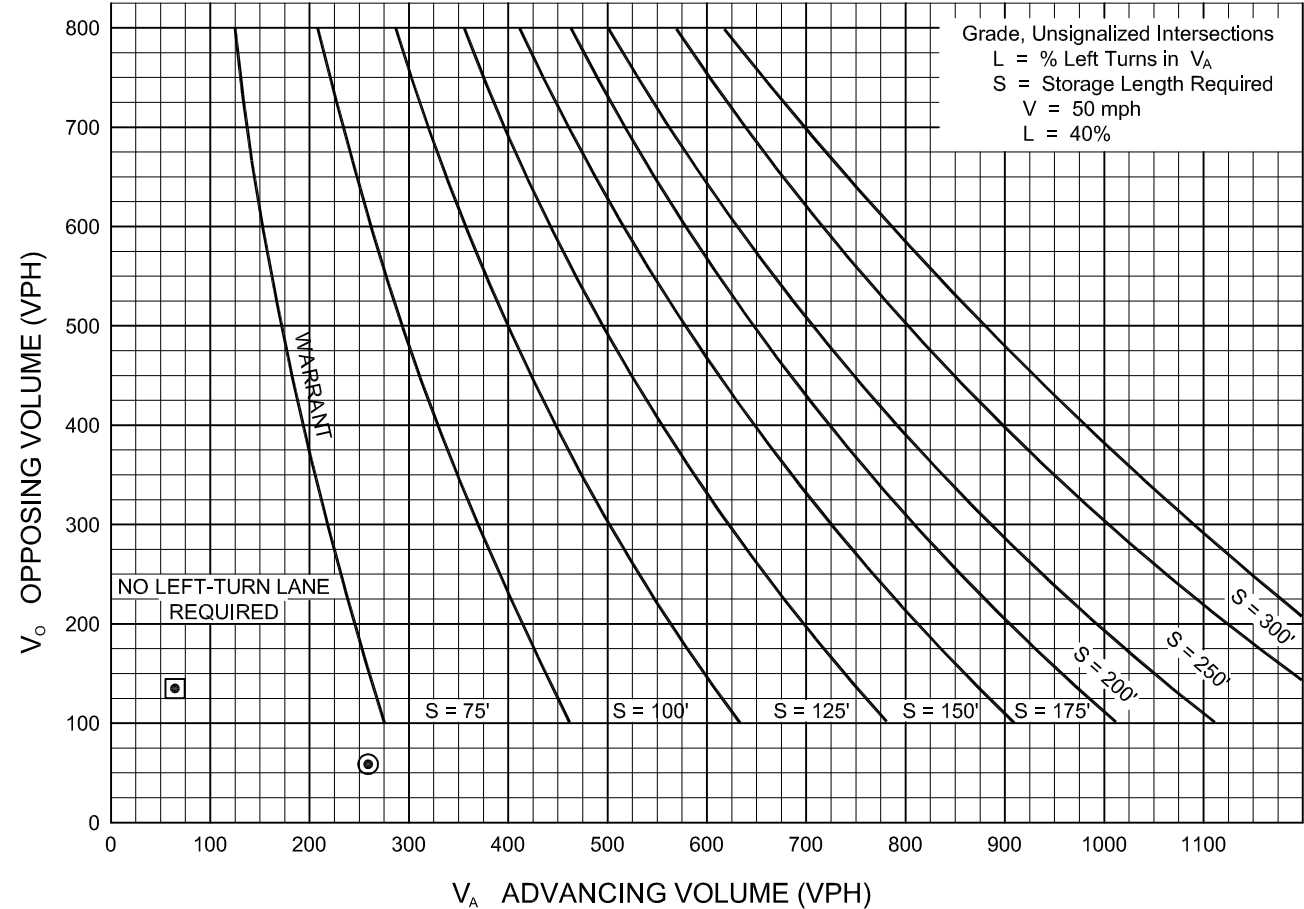
30
REQUIRED > 1 & 2

FIGURE 13

RIGHT TURN
LANE ANALYSIS



CR 241 @ SITE DRIVE



WARRANT FOR LEFT-TURN LANES ON TWO-LANE HIGHWAYS

▣ AM PEAK HOUR

$V_A = 67$
$V_O = 128$
$V_L = 33$
$\%LT = \frac{33}{67} = 49\%$

⊙ PM PEAK HOUR

$V_A = 262$
$V_O = 62$
$V_L = 110$
$\%LT = \frac{110}{262} = 42\%$

FIGURE 14

LEFT TURN
LANE ANALYSIS



SOURCE: HARMELINK

TABLE 1**TRIP GENERATION CALCULATIONS****SINGLE FAMILY DWELLING UNITS**

Land Use Code 210

T = Number of Vehicle Trip Ends

X = Number of Dwelling Units = 340

<u>TIME PERIOD</u>	<u>TRIP GENERATION EQUATION</u>	<u>TOTAL TRIP ENDS</u>	<u>PERCENT ENTERING</u>	<u>PERCENT EXITING</u>	<u>TOTAL TRIP ENDS ENTERING</u>	<u>TOTAL TRIP ENDS EXITING</u>
WEEKDAY						
Daily	$\ln(T)=0.92\ln(X)+2.71$	3206	50%	50%	1603	1603
AM Peak Hour	$T = 0.71 (X) + 4.80$	246	25%	75%	61	185
PM Peak Hour	$\ln(T)=0.96\ln(X)+0.20$	329	63%	37%	207	122

SOURCE: Institute of Transportation Engineers, "Trip Generation", 10th Edition (2017)

BUCKHOLZ TRAFFIC

TABLE 2

TRIP GENERATION CALCULATIONS

MULTIFAMILY HOUSING (LOW-RISE)

Land Use Code 220

T = Number of Vehicle Trip Ends

X = Number of Dwelling Units = 211

<u>TIME PERIOD</u>	<u>TRIP GENERATION EQUATION</u>	<u>TOTAL TRIP ENDS</u>	<u>PERCENT ENTERING</u>	<u>PERCENT EXITING</u>	<u>TOTAL TRIP ENDS ENTERING</u>	<u>TOTAL TRIP ENDS EXITING</u>
WEEKDAY						
Daily	$T = 7.56 (X) - 40.86$	1554	50%	50%	777	777
AM Peak Hour	$\ln(T) = 0.95\ln(X) - 0.51$	97	23%	77%	22	75
PM Peak Hour	$\ln(T) = 0.89\ln(X) - 0.02$	115	63%	37%	72	43

SOURCE: Institute of Transportation Engineers, "Trip Generation", 10th Edition (2017)

BUCKHOLZ TRAFFIC

TABLE 3**UNSIGNALIZED INTERSECTION CAPACITY RESULTS****2026 BUILD CONDITIONS
WEEKDAY AM PEAK HOUR**

	CR 241 / NW 174TH AVENUE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.5 sec/veh	0.00	1
Southbound Left Turn	A	7.3 sec/veh	0.00	1
Eastbound Approach	A	8.9 sec/veh	0.00	1
Westbound Approach	A	8.4 sec/veh	0.00	1
	CR 241 / NW 172ND AVENUE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.5 sec/veh	0.00	1
Southbound Left Turn	A	7.3 sec/veh	0.00	1
Eastbound Approach	A	8.9 sec/veh	0.00	1
Westbound Approach	A	9.6 sec/veh	0.02	1
	CR 241 / SITE DRIVE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.5 sec/veh	0.02	1
Eastbound Left Turn	A	9.9 sec/veh	0.00	1
Eastbound Right Turn	A	9.4 sec/veh	0.11	1

BUCKHOLZ TRAFFIC

TABLE 4**UNSIGNALIZED INTERSECTION CAPACITY RESULTS****2026 BUILD CONDITIONS
WEEKDAY PM PEAK HOUR**

	CR 241 / NW 174TH AVENUE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.3 sec/veh	0.00	1
Southbound Left Turn	A	7.5 sec/veh	0.00	1
Eastbound Approach	A	8.6 sec/veh	0.00	1
Westbound Approach	B	9.0 sec/veh	0.00	1
	CR 241 / NW 172ND AVENUE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.3 sec/veh	0.00	1
Southbound Left Turn	A	7.5 sec/veh	0.00	1
Eastbound Approach	A	8.6 sec/veh	0.00	1
Westbound Approach	B	10.0 sec/veh	0.01	1
	CR 241 / SITE DRIVE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.5 sec/veh	0.08	1
Eastbound Left Turn	B	12.2 sec/veh	0.00	1
Eastbound Right Turn	A	8.9 sec/veh	0.07	1

BUCKHOLZ TRAFFIC

TABLE 5
SUMMARY OF SIGNALIZED INTERSECTION CAPACITY RESULTS
US 441 / NW 147th Drive

2019 EXISTING CONDITIONS	AM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
Existing Timings	0.71 SBRT	1.03 NBT/RT	SBRT 83.4 sec/veh LOS F	11.3 sec/veh LOS B	150 sec
2019 EXISTING CONDITIONS	PM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
Existing Timings	0.83 SBRT	1.10 NBT/RT	SBRT 84.5 sec/veh LOS F	17.1 sec/veh LOS B	160 sec

2026 BUILD CONDITIONS	AM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
With Planned Timings	1.16 SBRT	1.88 NBT/RT	SBRT 187.8 sec/veh LOS F NBT 115.6 sec/veh LOS F	28.3 sec/veh LOS C	130 sec
With Optimized Splits	0.95 EBT	1.37 NBRT	SBRT 66.9 sec/veh LOS E	26.7 sec/veh LOS C	130 sec
2026 BUILD CONDITIONS	PM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
With Planned Timings	1.34 WBT	1.67 NBT/RT 1.25 EBLT	WBT 190.1 sec/veh LOS F	104.3 sec/veh LOS F	160 sec
With Optimized Splits	1.21 WBT	1.78 NBT/RT 1.15 EBLT	WBT 127.2 sec/veh LOS F	75.8 sec/veh LOS E	160 sec

BUCKHOLZ TRAFFIC

TABLE 6
SUMMARY OF SIGNALIZED INTERSECTION CAPACITY RESULTS
US 441 / CR 235

2019 EXISTING CONDITIONS	AM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
Existing Timings	0.89 SBT	0.93 SBLT	SBT 60.8 sec/veh LOS E	26.1 sec/veh LOS C	120 sec
2019 EXISTING CONDITIONS	PM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
Existing Timings	0.87 SBT	1.22 NBLT	SBT 60.3 sec/veh LOS E	28.2 sec/veh LOS C	120 sec

2028 BUILD CONDITIONS	AM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
With Planned Timings	1.36 EBT 1.32 SBT 1.18 NBT	2.50 SBLT 2.17 WBLT 1.77 NBLT	SBT 209 sec/veh LOS F EBT 201 sec/veh LOS F NBT 157.5 sec/veh LOS F SBLT 83.5 sec/veh LOS F	140.6 sec/veh LOS F	130 sec
With Optimized Splits	1.55 WBLT 1.20 EBT 1.16 SBT 1.15 SBLT 1.13 NBLT 1.08 NBT	3.43 WBLT 3.11 SBLT 2.64 NBLT	WBLT 317 sec/veh LOS F NBLT 146.0 sec/veh LOS F SBLT 142.8 sec/veh LOS F SBT 141.1 sec/veh LOS F EBT 127.1 sec/veh LOS F NBT 115.6 sec/veh LOS F	113.5 sec/veh LOS F	130 sec

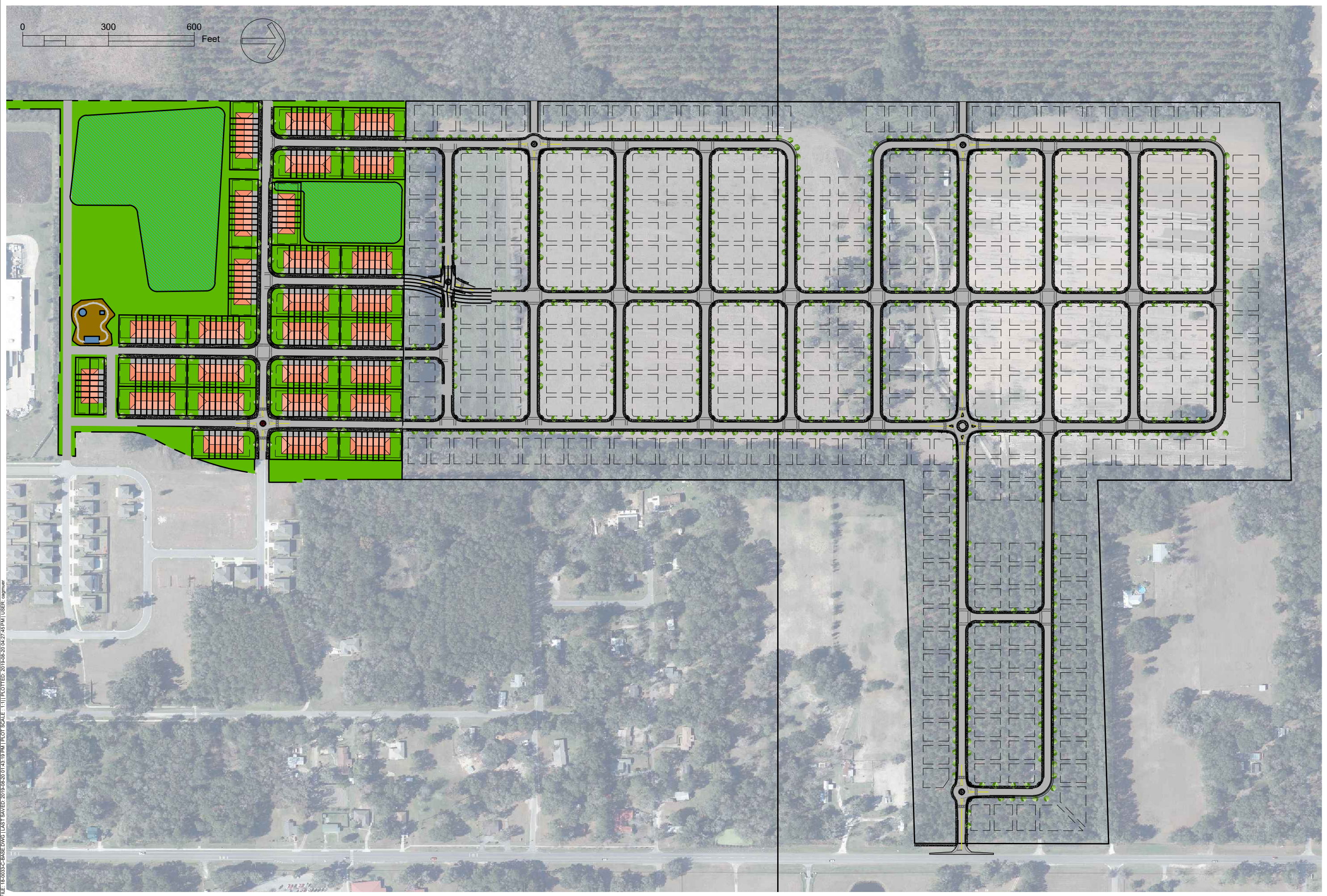
2028 BUILD CONDITIONS	PM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
With Planned Timings	1.58 EBLT 1.56 WB 1.16 SB 1.15 NBLT 1.15 WBLT 1.11 NB	4.52 WBLT 4.01 NBLT 4.00 EBLT 1.77 SBLT	EBLT 336 sec/veh LOS F WB 303 sec/veh LOS F SB 157.5 sec/veh LOS F NBLT 156.5 sec/veh LOS F WBLT 149.7 sec/veh LOS F NB 135.2 sec/veh LOS F	196.8 sec/veh LOS F	160 sec
With Optimized Splits	2.36 EBLT 1.37 WB 1.30 SB 1.23 NB	4.49 EBLT 4.01 NBLT 3.07 WBLT 1.76 SBLT	EBLT 680 sec/veh LOS F SB 217 sec/veh LOS F WB 216 sec/veh LOS F NB 187.2 sec/veh LOS F NBLT 155.6 sec/veh LOS F	183.9 sec/veh LOS F	160 sec

BUCKHOLZ TRAFFIC

APPENDIX A

SITE PLAN





FILE: 18-0033-C-BASE.DWG | LAST SAVED: 2019-08-20 01:43:18 PM | PLOT SCALE: 1"=111' | PLOTTED: 2019-08-20 04:27:45 PM | USER: cgmuer

DRAFT LAYOUT	TARA BAYWOOD SUBDIVISION	CLIENT:	C.A. GMUER, PE
		DESIGN:	C.A. GMUER, PE
DRAFT	DRAFT LAYOUT	QUALITY CONTROL:	C.A. GMUER, PE
		SITE PLAN APP #	18-0033
ENGINEER OF RECORD:		gmuereng.com (352) 281-4928	
CHRISTOPHER A. GMUER		2803 NW 13th St, Box 314 Gainesville, FL 32609	
FL PE # 71599			
2019-08-20			
PERMITTING / DESIGN REVISIONS:			
2019-08-13 DRAFT BLOCK			
2019-08-01 REVISED LAYOUT			
2019-08-02 REVISED LAYOUT			
2019-08-07 REVISED LAYOUT			
PRICING:	CONSTRUCTION:		
PRELIMINARY:	BUDGETING:		

APPENDIX B

TURNING MOVEMENT COUNTS



AM PEAK PERIOD

TABLE B1
NW 140TH STREET (CR 241) / NW 172ND AVENUE INTERSECTION
MANUAL TURNING MOVEMENT COUNT
Weekday AM Peak Period

Tuesday, September 18, 2018

	CR 241 (Main Street)				NW 172nd Avenue				All
	Northbound Left Turn	Northbound Right Turn	Southbound Left Turn	Southbound Right Turn	Eastbound Left Turn	Eastbound Right Turn	Westbound Left Turn	Westbound Right Turn	
6:30-6:45 AM	0	0	0	0	0	0	1	0	1
6:45-7:00 AM	0	0	0	0	0	0	1	0	1
7:00-7:15 AM	0	0	0	0	0	0	5	0	5
7:15-7:30 AM	0	0	0	0	0	1	2	0	3
7:30-7:45 AM	0	3	0	0	0	0	4	0	7
7:45-8:00 AM	0	1	0	0	0	0	7	0	8
8:00-8:15 AM	0	0	0	0	0	0	1	0	1
8:15-8:30 AM	0	0	0	0	0	0	1	0	1
TOTAL:	0	4	0	0	0	1	22	0	27

BUCKHOLZ TRAFFIC

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

NW 140TH STREET					NW 174TH AVE.					NW 140TH STREET					NW 174TH AVE.					
From North					From East					From South					From West					
	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other		Total		
Date 09/18/18 -----																				
06:30	0	26	0	0	0	0	0	0	0	4	0	0	0	0	0	3	0	33		
06:45	0	31	0	0	0	0	0	0	0	4	0	0	1	0	1	0	37			
07:00	0	34	0	0	0	0	0	0	0	4	0	0	0	0	1	0	39			
07:15	0	33	0	0	0	0	0	0	0	5	0	0	0	0	1	0	39			
Hr Total	0	124	0	0	0	0	0	0	0	17	0	0	1	0	6	0	148			

07:30	0	30	0	0	0	0	0	0	0	6	0	0	0	0	2	0	38			
07:45	0	22	0	0	0	0	0	0	2	11	0	0	0	0	5	0	40			
08:00	0	21	0	0	0	0	0	0	0	12	0	0	0	0	1	0	34			
08:15	0	24	0	0	1	0	0	0	0	7	0	0	0	0	1	0	33			
Hr Total	0	97	0	0	1	0	0	0	2	36	0	0	0	0	9	0	145			

TOTAL	0	221	0	0	1	0	0	0	2	53	0	0	1	0	15	0	293			

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start	07:00				07:00				07:00				07:00			
Volume	0	119	0	0	0	0	0	0	2	26	0	0	0	0	9	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	7%	93%	0%	0%	0%	0%	100%	0%
Pk total	119				0				28				9			
Highest	07:00				06:30				07:45				07:45			
Volume	0	34	0	0	0	0	0	0	2	11	0	0	0	0	5	0
Hi total	34				0				13				5			
PHF	.88				.0				.54				.45			

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

Page : 1

AUTOMOBILES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total	
Date 09/18/18 -----																	
06:30	0	23	0	0	0	0	0	0	0	3	0	0	0	0	3	0	29
06:45	0	29	0	0	0	0	0	0	0	4	0	0	0	0	1	0	34
07:00	0	31	0	0	0	0	0	0	0	3	0	0	0	0	1	0	35
07:15	0	31	0	0	0	0	0	0	0	5	0	0	0	0	1	0	37
Hr Total	0	114	0	0	0	0	0	0	0	15	0	0	0	0	6	0	135
07:30	0	30	0	0	0	0	0	0	0	5	0	0	0	0	2	0	37
07:45	0	20	0	0	0	0	0	0	2	11	0	0	0	0	5	0	38
08:00	0	20	0	0	0	0	0	0	0	11	0	0	0	0	1	0	32
08:15	0	22	0	0	1	0	0	0	0	7	0	0	0	0	1	0	31
Hr Total	0	92	0	0	1	0	0	0	2	34	0	0	0	0	9	0	138

TOTAL	0	206	0	0	1	0	0	0	2	49	0	0	0	0	15	0	273

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start	07:00				07:00				07:00				07:00			
Volume	0	112	0	0	0	0	0	0	2	24	0	0	0	0	9	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	8%	92%	0%	0%	0%	0%	100%	0%
Pk total	112				0				26				9			
Highest	07:00				06:30				07:45				07:45			
Volume	0	31	0	0	0	0	0	0	2	11	0	0	0	0	5	0
Hi total	31				0				13				5			
PHF	.90				.0				.50				.45			

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

Page : 1

COMMERCIAL VEHICLES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total	
Date 09/18/18 -----																	
06:30	0	3	0	0	0	0	0	0	0	1	0	0	0	0	0	0	4
06:45	0	2	0	0	0	0	0	0	0	0	0	0	1	0	0	0	3
07:00	0	3	0	0	0	0	0	0	0	1	0	0	0	0	0	0	4
07:15	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Hr Total	0	10	0	0	0	0	0	0	0	2	0	0	1	0	0	0	13
07:30	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
07:45	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
08:00	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2
08:15	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Hr Total	0	5	0	0	0	0	0	0	0	2	0	0	0	0	0	0	7

TOTAL	0	15	0	0	0	0	0	0	0	4	0	0	1	0	0	0	20

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start 07:00				07:00				07:00				07:00			
Volume	0	7	0	0	0	0	0	0	2	0	0	0	0	0	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%
Pk total	7			0				2				0			
Highest	07:00			06:30				07:00				06:30			
Volume	0	3	0	0	0	0	0	0	1	0	0	0	0	0	0
Hi total	3			0				1				0			
PHF	.58			.0				.50				.0			

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

NW 140TH STREET					NW 174TH AVE.					NW 140TH STREET					NW 174TH AVE.					
From North					From East					From South					From West					
	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other		Total		
Date 09/18/18 -----																				
06:30	0	26	0	0	0	0	0	0	0	0	4	0	0	0	0	3	0	33		
06:45	0	31	0	0	0	0	0	0	0	0	4	0	0	1	0	1	0	37		
07:00	0	34	0	0	0	0	0	0	0	0	4	0	0	0	0	1	0	39		
07:15	0	33	0	0	0	0	0	0	0	0	5	0	0	0	0	1	0	39		
Hr Total	0	124	0	0	0	0	0	0	0	0	17	0	0	1	0	6	0	148		
07:30	0	30	0	0	0	0	0	0	0	0	6	0	0	0	0	2	0	38		
07:45	0	22	0	0	0	0	0	0	0	2	11	0	0	0	0	5	0	40		
08:00	0	21	0	0	0	0	0	0	0	0	12	0	0	0	0	1	0	34		
08:15	0	24	0	0	1	0	0	0	0	0	7	0	0	0	0	1	0	33		
Hr Total	0	97	0	0	1	0	0	0	0	2	36	0	0	0	0	9	0	145		

TOTAL	0	221	0	0	1	0	0	0	0	2	53	0	0	1	0	15	0	293		

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start	07:00				07:00				07:00				07:00			
Volume	0	119	0	0	0	0	0	0	2	26	0	0	0	0	9	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	7%	93%	0%	0%	0%	0%	100%	0%
Pk total	119				0				28				9			
Highest	07:00				06:30				07:45				07:45			
Volume	0	34	0	0	0	0	0	0	2	11	0	0	0	0	5	0
Hi total	34				0				13				5			
PHF	.88				.0				.54				.45			

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

Page : 1

AUTOMOBILES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total	
Date 09/18/18																	
06:30	0	23	0	0	0	0	0	0	3	0	0	0	0	3	0	29	
06:45	0	29	0	0	0	0	0	0	4	0	0	0	0	1	0	34	
07:00	0	31	0	0	0	0	0	0	3	0	0	0	0	1	0	35	
07:15	0	31	0	0	0	0	0	0	5	0	0	0	0	1	0	37	
Hr Total	0	114	0	0	0	0	0	0	15	0	0	0	0	6	0	135	
07:30	0	30	0	0	0	0	0	0	5	0	0	0	0	2	0	37	
07:45	0	20	0	0	0	0	0	0	2	11	0	0	0	5	0	38	
08:00	0	20	0	0	0	0	0	0	11	0	0	0	0	1	0	32	
08:15	0	22	0	0	1	0	0	0	7	0	0	0	0	1	0	31	
Hr Total	0	92	0	0	1	0	0	0	2	34	0	0	0	9	0	138	
TOTAL	0	206	0	0	1	0	0	0	2	49	0	0	0	15	0	273	

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start	07:00				07:00				07:00				07:00			
Volume	0	112	0	0	0	0	0	0	2	24	0	0	0	0	9	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	8%	92%	0%	0%	0%	0%	100%	0%
Pk total	112				0				26				9			
Highest	07:00				06:30				07:45				07:45			
Volume	0	31	0	0	0	0	0	0	2	11	0	0	0	0	5	0
Hi total	31				0				13				5			
PHF	.90				.0				.50				.45			

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

Page : 1

COMMERCIAL VEHICLES

NW 140TH STREET					NW 174TH AVE.					NW 140TH STREET					NW 174TH AVE.						
From North					From East					From South					From West						
Left	Thru	Right	Other		Left	Thru	Right	Other		Left	Thru	Right	Other		Left	Thru	Right	Other		Total	
Date 09/18/18 -----																					
06:30	0	3	0	0		0	0	0	0		0	1	0	0		0	0	0	0		4
06:45	0	2	0	0		0	0	0	0		0	0	0	0		1	0	0	0		3
07:00	0	3	0	0		0	0	0	0		0	1	0	0		0	0	0	0		4
07:15	0	2	0	0		0	0	0	0		0	0	0	0		0	0	0	0		2
Hr Total	0	10	0	0		0	0	0	0		0	2	0	0		1	0	0	0		13
07:30	0	0	0	0		0	0	0	0		0	1	0	0		0	0	0	0		1
07:45	0	2	0	0		0	0	0	0		0	0	0	0		0	0	0	0		2
08:00	0	1	0	0		0	0	0	0		0	1	0	0		0	0	0	0		2
08:15	0	2	0	0		0	0	0	0		0	0	0	0		0	0	0	0		2
Hr Total	0	5	0	0		0	0	0	0		0	2	0	0		0	0	0	0		7

TOTAL	0	15	0	0		0	0	0	0		0	4	0	0		1	0	0	0		20

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start 07:00				07:00				07:00				07:00			
Volume	0	7	0	0	0	0	0	0	2	0	0	0	0	0	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%
Pk total	7			0				2				0			
Highest	07:00			06:30				07:00				06:30			
Volume	0	3	0	0	0	0	0	0	1	0	0	0	0	0	0
Hi total	3			0				1				0			
PHF	.58			.0				.50				.0			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 15082819

DATE: 08/28/19

US 441 @ NW 147TH DRIVE

Start Date: 08/28/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 082819AM

BEGIN TIME (MILITARY): 06:45 Hrs

Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

NW 147TH DRIVE					US 441				NW 147TH DRIVE				US 441							
From North					From East				From South				From West							
Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Total
Date 08/28/19																				
06:45	6	0	11	0	5	101	8	0	6	1	14	0	10	251	9	0	422			
07:00	12	1	8	0	2	117	8	0	18	0	16	0	13	269	18	0	482			
07:15	11	1	15	0	5	154	12	0	27	3	25	0	7	313	15	1	589			
07:30	7	3	12	0	4	202	14	0	22	3	15	0	12	302	20	1	617			
Hr Total	36	5	46	0	16	574	42	0	73	7	70	0	42	1135	62	2	2110			
07:45	11	0	11	0	5	170	15	0	24	1	12	0	14	209	16	0	488			
08:00	9	4	10	0	18	149	18	2	20	3	13	0	14	224	15	0	499			
08:15	13	3	9	0	7	167	14	1	17	3	11	0	10	287	20	1	563			
08:30	15	2	11	0	5	160	15	0	24	2	8	0	19	309	15	2	587			
Hr Total	48	9	41	0	35	646	62	3	85	9	44	0	57	1029	66	3	2137			
TOTAL	84	14	87	0	51	1220	104	3	158	16	114	0	99	2164	128	5	4247			

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 08/28/19

Peak start	07:15				07:15				07:15				07:15			
Volume	38	8	48	0	32	675	59	2	93	10	65	0	47	1048	66	2
Percent	40%	9%	51%	0%	4%	88%	8%	0%	55%	6%	39%	0%	4%	90%	6%	0%
Pk total	94				768				168				1163			
Highest	07:15				07:30				07:15				07:15			
Volume	11	1	15	0	4	202	14	0	27	3	25	0	7	313	15	1
Hi total	27				220				55				336			
PHF	.87				.87				.76				.87			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 15082819

DATE: 08/28/19

US 441 @ NW 147TH DRIVE

Start Date: 08/28/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 082819AM

BEGIN TIME (MILITARY): 06:45 Hrs

Page : 1

AUTOMOBILES

NW 147TH DRIVE					US 441				NW 147TH DRIVE				US 441							
From North					From East				From South				From West							
Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Total
Date 08/28/19 -----																				
06:45	6	0	10	0	5	94	7	0	5	1	13	0	8	245	9	0			403	
07:00	12	1	5	0	1	108	5	0	18	0	15	0	12	254	16	0			447	
07:15	11	1	14	0	5	145	10	0	26	3	24	0	6	304	14	1			564	
07:30	7	2	9	0	4	191	11	0	21	3	15	0	11	288	19	1			582	
Hr Total	36	4	38	0	15	538	33	0	70	7	67	0	37	1091	58	2			1996	
07:45	10	0	9	0	5	152	14	0	23	1	11	0	13	186	13	0			437	
08:00	8	4	10	0	18	140	15	2	20	2	12	0	13	211	15	0			470	
08:15	12	3	8	0	7	157	12	1	16	3	11	0	8	274	18	1			531	
08:30	12	2	7	0	4	138	12	0	24	2	8	0	15	280	15	1			520	
Hr Total	42	9	34	0	34	587	53	3	83	8	42	0	49	951	61	2			1958	

TOTAL	78	13	72	0	49	1125	86	3	153	15	109	0	86	2042	119	4			3954	

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 08/28/19

Peak start	07:15				07:15				07:15				07:15			
Volume	36	7	42	0	32	628	50	2	90	9	62	0	43	989	61	2
Percent	42%	8%	49%	0%	4%	88%	7%	0%	56%	6%	39%	0%	4%	90%	6%	0%
Pk total	85				712				161				1095			
Highest	07:15				07:30				07:15				07:15			
Volume	11	1	14	0	4	191	11	0	26	3	24	0	6	304	14	1
Hi total	26				206				53				325			
PHF	.82				.86				.76				.84			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 15082819

DATE: 08/28/19

US 441 @ NW 147TH DRIVE

Start Date: 08/28/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 082819AM

BEGIN TIME (MILITARY): 06:45 Hrs

Page : 1

COMMERCIAL VEHICLES

NW 147TH DRIVE					US 441					NW 147TH DRIVE					US 441					
From North					From East					From South					From West					
Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Total
Date 08/28/19 -----																				
06:45	0	0	1	0	0	7	1	0		1	0	1	0		2	6	0	0		19
07:00	0	0	3	0	1	9	3	0		0	0	1	0		1	15	2	0		35
07:15	0	0	1	0	0	9	2	0		1	0	1	0		1	9	1	0		25
07:30	0	1	3	0	0	11	3	0		1	0	0	0		1	14	1	0		35
Hr Total	0	1	8	0	1	36	9	0		3	0	3	0		5	44	4	0		114
07:45	1	0	2	0	0	18	1	0		1	0	1	0		1	23	3	0		51
08:00	1	0	0	0	0	9	3	0		0	1	1	0		1	13	0	0		29
08:15	1	0	1	0	0	10	2	0		1	0	0	0		2	13	2	0		32
08:30	3	0	4	0	1	22	3	0		0	0	0	0		4	29	0	1		67
Hr Total	6	0	7	0	1	59	9	0		2	1	2	0		8	78	5	1		179

TOTAL	6	1	15	0	2	95	18	0		5	1	5	0		13	122	9	1		293

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 08/28/19

Peak start	07:15				07:15				07:15				07:15			
Volume	2	1	6	0	0	47	9	0	3	1	3	0	4	59	5	0
Percent	22%	11%	67%	0%	0%	84%	16%	0%	43%	14%	43%	0%	6%	87%	7%	0%
Pk total	9				56				7				68			
Highest	07:30				07:45				07:15				07:45			
Volume	0	1	3	0	0	18	1	0	1	0	1	0	1	23	3	0
Hi total	4				19				2				27			
PHF	.56				.74				.88				.63			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 15082819

DATE: 08/28/19

US 441 @ NW 147TH DRIVE

Start Date: 08/28/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 082819AM

BEGIN TIME (MILITARY): 06:45 Hrs

Page : 1

PEDESTRIAN & BICYCLE

NW 147TH DRIVE					US 441					NW 147TH DRIVE					US 441						
From North					From East					From South					From West						
Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		Total	
Date 08/28/19 -----																					
06:45	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
07:00	0	0	0	0		0	0	0	0		0	0	0	0		0	0	1	0		1
07:15	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
07:30	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
Hr Total	0	0	0	0		0	0	0	0		0	0	0	0		0	0	1	0		1
07:45	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
08:00	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
08:15	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
08:30	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
Hr Total	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0

TOTAL	0	0	0	0		0	0	0	0		0	0	0	0		0	0	1	0		1

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 08/28/19

Peak start 07:15					07:15					07:15					07:15				
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Pk total	0				0					0					0				
Highest	06:45				06:45					06:45					06:45				
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hi total	0				0					0					0				
PHF	.0				.0					.0					.0				

Site Code : 12111901

Start Date: 12/11/19

File I.D. : 18153404

Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

CR 235				US 441				CR 235				US 441							
From North				From East				From South				From West							
Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Total			
Date 12/11/19 -----																			
06:45	31	31	4	0	6	65	10	1	17	16	17	0	9	204	10	0	421		
07:00	27	41	4	0	29	77	10	0	19	22	13	0	18	243	24	0	527		
07:15	26	59	5	0	28	110	13	0	21	35	28	0	18	281	34	0	658		
07:30	42	57	11	0	36	128	23	0	28	41	19	0	18	275	23	1	702		
Hr Total	126	188	24	0	99	380	56	1	85	114	77	0	63	1003	91	1	2308		
07:45	24	47	15	0	21	130	10	1	15	42	21	0	15	259	23	0	623		
08:00	21	51	7	0	13	92	4	0	40	23	14	0	11	233	31	0	540		
08:15	16	25	14	0	21	105	12	0	19	21	17	0	11	218	26	0	505		
08:30	24	29	14	0	15	106	11	0	24	33	14	0	15	208	15	0	508		
Hr Total	85	152	50	0	70	433	37	1	98	119	66	0	52	918	95	0	2176		
TOTAL	211	340	74	0	169	813	93	2	183	233	143	0	115	1921	186	1	4488		

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 12/11/19

Peak start	07:15				07:15				07:15				07:15			
Volume	113	214	38	0	98	460	50	1	104	141	82	0	62	1048	111	1
Percent	31%	59%	10%	0%	16%	76%	8%	0%	32%	43%	25%	0%	5%	86%	9%	0%
Pk total	365				609				327				1222			
Highest	07:30				07:30				07:30				07:15			
Volume	42	57	11	0	36	128	23	0	28	41	19	0	18	281	34	0
Hi total	110				187				88				333			
PHF	.83				.81				.93				.92			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 12111901

DATE: 12/11/19

US 441 AT CR 235

Start Date: 12/11/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153404

BEGIN TIME (MILITARY):06:45 Hrs

Page : 1

AUTOMOBILES

CR 235				US 441				CR 235				US 441							
From North				From East				From South				From West							
Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Total			
Date 12/11/19																			
06:45	29	25	4	0	5	56	9	1	17	10	15	0	9	194	9	0	383		
07:00	24	35	3	0	22	72	10	0	19	15	9	0	16	236	23	0	484		
07:15	25	50	4	0	24	105	13	0	20	24	27	0	18	267	31	0	608		
07:30	40	51	8	0	31	121	22	0	27	38	17	0	18	266	20	1	660		
Hr Total	118	161	19	0	82	354	54	1	83	87	68	0	61	963	83	1	2135		
07:45	22	39	15	0	16	122	10	1	12	33	17	0	14	246	19	0	566		
08:00	20	41	7	0	10	81	4	0	35	19	12	0	10	227	29	0	495		
08:15	14	15	13	0	16	92	11	0	18	14	14	0	11	207	24	0	449		
08:30	23	23	12	0	12	94	9	0	22	20	9	0	12	193	14	0	443		
Hr Total	79	118	47	0	54	389	34	1	87	86	52	0	47	873	86	0	1953		
TOTAL	197	279	66	0	136	743	88	2	170	173	120	0	108	1836	169	1	4088		

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 12/11/19

Peak start	07:15				07:15				07:15				07:15			
Volume	107	181	34	0	81	429	49	1	94	114	73	0	60	1006	99	1
Percent	33%	56%	11%	0%	14%	77%	9%	0%	33%	41%	26%	0%	5%	86%	8%	0%
Pk total	322				560				281				1166			
Highest	07:30				07:30				07:30				07:15			
Volume	40	51	8	0	31	121	22	0	27	38	17	0	18	267	31	0
Hi total	99				174				82				316			
PHF	.81				.80				.86				.92			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 12111901

DATE: 12/11/19

US 441 AT CR 235

Start Date: 12/11/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153404

BEGIN TIME (MILITARY):06:45 Hrs

Page : 1

COMMERCIAL VEHICLES

CR 235				US 441				CR 235				US 441					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total	
Date 12/11/19 -----																	
06:45	2	6	0	0	1	9	1	0	0	6	2	0	0	10	1	0	38
07:00	3	6	1	0	7	5	0	0	0	7	4	0	2	7	1	0	43
07:15	1	9	1	0	4	5	0	0	1	11	1	0	0	14	3	0	50
07:30	2	6	3	0	5	7	1	0	1	3	2	0	0	9	3	0	42
Hr Total	8	27	5	0	17	26	2	0	2	27	9	0	2	40	8	0	173
07:45	2	8	0	0	5	8	0	0	3	9	4	0	1	13	4	0	57
08:00	1	10	0	0	3	11	0	0	5	4	2	0	1	6	2	0	45
08:15	2	10	1	0	5	13	1	0	1	7	3	0	0	11	2	0	56
08:30	1	6	2	0	3	12	2	0	2	13	5	0	3	15	1	0	65
Hr Total	6	34	3	0	16	44	3	0	11	33	14	0	5	45	9	0	223

TOTAL	14	61	8	0	33	70	5	0	13	60	23	0	7	85	17	0	396

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 12/11/19

Peak start	07:15				07:15				07:15				07:15			
Volume	6	33	4	0	17	31	1	0	10	27	9	0	2	42	12	0
Percent	14%	77%	9%	0%	35%	63%	2%	0%	22%	59%	20%	0%	4%	75%	21%	0%
Pk total	43				49				46				56			
Highest	07:15				08:00				07:45				07:45			
Volume	1	9	1	0	3	11	0	0	3	9	4	0	1	13	4	0
Hi total	11				14				16				18			
PHF	.98				.88				.72				.78			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 12111901

DATE: 12/11/19

US 441 AT CR 235

Start Date: 12/11/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153404

BEGIN TIME (MILITARY):06:45 Hrs

Page : 1

PEDESTRIAN & BICYCLE

CR 235				US 441				CR 235				US 441							
From North				From East				From South				From West							
Left	Thru	Right	PEDS	Left	Thru	Right	PEDS	Left	Thru	Right	PEDS	Left	Thru	Right	PEDS				
Date 12/11/19																			
06:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hr Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07:45	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
08:00	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hr Total	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	2	
TOTAL	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	2	

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 12/11/19

Peak start	07:15				07:15				07:15				07:15			
Volume	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0
Percent	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%
Pk total	1				0				1				0			
Highest	07:45				06:45				08:00				06:45			
Volume	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0
Hi total	1				0				1				0			
PHF	.25				.0				.25				.0			

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION - DISTRICT TWO
Signal Retiming - City of Alachua
Design Turning Movement Counts: US 441 from 140th Street to NW 173rd St (CR 235A)

AM PLAN		RAW DATA												
LOCATION	INT #	TIME	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
US 441 AND NW 140TH ST	1	7:00	145	434	46	88	978	114	86	147	77	126	177	25
US 441 AND MAIN ST	2	7:00	10	532	5	13	1151	32	35	6	33	9	17	18
US 441 AND NW 147TH DR	3	7:15	25	666	34	58	1059	60	102	13	47	38	2	50
US 441 AND I-75 NB RAMP	4	7:30	57	646	128	42	898	72	59	29	15	231	37	238
US 441 AND I-75 SB RAMP	5	7:00	29	556	272	0	1660	55	2	0	85	198	13	43
US 441 AND 167TH BLVD	6	7:15	7	556	96	55	1511	0	0	0	0	94	0	10
US 441 AND NW 173RD ST (CR 235A)	7	7:15	79	440	64	30	1365	31	40	24	113	94	19	32
AM PLAN		ADJUSTED BY AGGREGATED FACTOR												
LOCATION	INT #	TIME	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
US 441 AND NW 140TH ST	1	7:00	155	464	49	94	1046	122	92	157	82	135	189	27
US 441 AND MAIN ST	2	7:00	11	569	5	14	1232	34	37	6	35	10	18	19
US 441 AND NW 147TH DR	3	7:15	27	713	36	62	1133	64	109	14	50	41	2	54
US 441 AND I-75 NB RAMP	4	7:30	61	691	137	45	961	77	63	31	16	247	40	255
US 441 AND I-75 SB RAMP	5	7:00	31	595	291	0	1776	59	2	0	91	212	14	46
US 441 AND 167TH BLVD	6	7:15	7	595	103	59	1617	0	0	0	0	101	0	11
US 441 AND NW 173RD ST (CR 235A)	7	7:15	85	471	68	32	1461	33	43	26	121	101	20	34

PM PEAK PERIOD

TABLE B2
NW 140TH STREET (CR 241) / NW 172ND AVENUE INTERSECTION
MANUAL TURNING MOVEMENT COUNT
Weekday PM Peak Period

Monday, September 17, 2018

	CR 241 (Main Street)				NW 172nd Avenue				All
	Northbound Left Turn	Northbound Right Turn	Southbound Left Turn	Southbound Right Turn	Eastbound Left Turn	Eastbound Right Turn	Westbound Left Turn	Westbound Right Turn	
3:45-4:00 PM	0	1	0	0	0	0	2	0	3
4:00-4:15 PM	0	1	0	0	0	0	4	0	5
4:15-4:30 PM	0	3	1	0	0	0	1	0	5
4:30-4:45 PM	0	5	0	0	0	0	1	0	6
4:45-5:00 PM	0	3	0	0	0	0	0	0	3
5:00-5:15 PM	1	1	0	0	0	0	2	0	4
5:15-5:30 PM	0	2	0	0	0	1	3	0	6
5:30-5:45 PM	0	3	0	0	0	0	2	0	5
TOTAL:	1	19	1	0	0	1	15	0	37

BUCKHOLZ TRAFFIC

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 33333333

DATE: 09/17/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/17/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153401

BEGIN TIME (MILITARY):15:45 Hrs

Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.							
From North				From East				From South				From West							
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total			
Date 09/17/18																			
15:45	0	16	0	0	1	0	0	0	1	31	0	0	0	0	2	0	51		
16:00	0	13	0	0	0	0	0	0	1	32	0	0	0	0	2	0	48		
16:15	0	8	1	0	1	0	0	0	1	31	2	0	0	0	1	0	45		
16:30	0	16	0	0	0	0	1	0	5	30	1	0	0	0	1	0	54		
Hr Total	0	53	1	0	2	0	1	0	8	124	3	0	0	0	6	0	198		
16:45	0	8	0	0	0	0	0	0	3	29	1	0	0	0	0	0	41		
17:00	0	14	0	0	0	0	0	0	2	33	0	0	0	0	1	0	50		
17:15	0	18	0	0	0	0	0	0	2	35	1	0	0	0	0	0	56		
17:30	0	19	0	0	1	0	0	0	0	36	0	0	0	0	0	0	56		
Hr Total	0	59	0	0	1	0	0	0	7	133	2	0	0	0	1	0	203		
TOTAL	0	112	1	0	3	0	1	0	15	257	5	0	0	0	7	0	401		

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 09/17/18

Peak start 16:45				16:45				16:45				16:45			
Volume	0	59	0	0	1	0	0	0	7	133	2	0	0	0	1
Percent	0%	100%	0%	0%	100%	0%	0%	0%	5%	94%	1%	0%	0%	0%	100%
Pk total	59				1				142				1		
Highest	17:30				17:30				17:15				17:00		
Volume	0	19	0	0	1	0	0	0	2	35	1	0	0	0	1
Hi total	19				1				38				1		
PHF	.78				.25				.93				.25		

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 33333333

DATE: 09/17/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/17/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153401

BEGIN TIME (MILITARY):15:45 Hrs

Page : 1

AUTOMOBILES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.							
From North				From East				From South				From West							
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total			
Date 09/17/18																			
15:45	0	14	0	0	1	0	0	0	1	30	0	0	0	0	2	0	48		
16:00	0	12	0	0	0	0	0	0	1	28	0	0	0	0	2	0	43		
16:15	0	8	1	0	1	0	0	0	1	29	1	0	0	0	1	0	42		
16:30	0	15	0	0	0	0	1	0	5	28	1	0	0	0	1	0	51		
Hr Total	0	49	1	0	2	0	1	0	8	115	2	0	0	0	6	0	184		
16:45	0	7	0	0	0	0	0	0	3	29	1	0	0	0	0	0	40		
17:00	0	14	0	0	0	0	0	0	2	32	0	0	0	0	1	0	49		
17:15	0	18	0	0	0	0	0	0	2	35	1	0	0	0	0	0	56		
17:30	0	18	0	0	1	0	0	0	0	36	0	0	0	0	0	0	55		
Hr Total	0	57	0	0	1	0	0	0	7	132	2	0	0	0	1	0	200		
TOTAL	0	106	1	0	3	0	1	0	15	247	4	0	0	0	7	0	384		

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 09/17/18

Peak start 16:45				16:45				16:45				16:45			
Volume	0	57	0	0	1	0	0	0	7	132	2	0	0	0	1
Percent	0%	100%	0%	0%	100%	0%	0%	0%	5%	94%	1%	0%	0%	0%	100%
Pk total	57				1				141				1		
Highest	17:15				17:30				17:15				17:00		
Volume	0	18	0	0	1	0	0	0	2	35	1	0	0	0	1
Hi total	18				1				38				1		
PHF	.79				.25				.93				.25		

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 33333333

DATE: 09/17/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/17/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153401

BEGIN TIME (MILITARY):15:45 Hrs

Page : 1

COMMERCIAL VEHICLES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total	
Date 09/17/18																	
15:45	0	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	3
16:00	0	1	0	0	0	0	0	0	0	4	0	0	0	0	0	0	5
16:15	0	0	0	0	0	0	0	0	0	2	1	0	0	0	0	0	3
16:30	0	1	0	0	0	0	0	0	0	2	0	0	0	0	0	0	3
Hr Total	0	4	0	0	0	0	0	0	0	9	1	0	0	0	0	0	14
16:45	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
17:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Hr Total	0	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	3
TOTAL	0	6	0	0	0	0	0	0	0	10	1	0	0	0	0	0	17

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 09/17/18

Peak start	16:45				16:45				16:45				16:45			
Volume	0	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%
Pk total	2				0				1				0			
Highest	16:45				15:45				17:00				15:45			
Volume	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Hi total	1				0				1				0			
PHF	.50				.0				.25				.0			

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 33333333

DATE: 09/17/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/17/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153401

BEGIN TIME (MILITARY):15:45 Hrs

Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.							
From North				From East				From South				From West							
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total			
Date 09/17/18																			
15:45	0	16	0	0	1	0	0	0	1	31	0	0	0	0	2	0	51		
16:00	0	13	0	0	0	0	0	0	1	32	0	0	0	0	2	0	48		
16:15	0	8	1	0	1	0	0	0	1	31	2	0	0	0	1	0	45		
16:30	0	16	0	0	0	0	1	0	5	30	1	0	0	0	1	0	54		
Hr Total	0	53	1	0	2	0	1	0	8	124	3	0	0	0	6	0	198		
16:45	0	8	0	0	0	0	0	0	3	29	1	0	0	0	0	0	41		
17:00	0	14	0	0	0	0	0	0	2	33	0	0	0	0	1	0	50		
17:15	0	18	0	0	0	0	0	0	2	35	1	0	0	0	0	0	56		
17:30	0	19	0	0	1	0	0	0	0	36	0	0	0	0	0	0	56		
Hr Total	0	59	0	0	1	0	0	0	7	133	2	0	0	0	1	0	203		
TOTAL	0	112	1	0	3	0	1	0	15	257	5	0	0	0	7	0	401		

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 09/17/18

Peak start 16:45				16:45				16:45				16:45			
Volume	0	59	0	0	1	0	0	0	7	133	2	0	0	0	1
Percent	0%	100%	0%	0%	100%	0%	0%	0%	5%	94%	1%	0%	0%	0%	100%
Pk total	59				1				142				1		
Highest	17:30				17:30				17:15				17:00		
Volume	0	19	0	0	1	0	0	0	2	35	1	0	0	0	1
Hi total	19				1				38				1		
PHF	.78				.25				.93				.25		

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 33333333

DATE: 09/17/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/17/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153401

BEGIN TIME (MILITARY):15:45 Hrs

Page : 1

AUTOMOBILES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total	
Date 09/17/18 -----																	
15:45	0	14	0	0	1	0	0	0	1	30	0	0	0	0	2	0	48
16:00	0	12	0	0	0	0	0	0	1	28	0	0	0	0	2	0	43
16:15	0	8	1	0	1	0	0	0	1	29	1	0	0	0	1	0	42
16:30	0	15	0	0	0	0	1	0	5	28	1	0	0	0	1	0	51
Hr Total	0	49	1	0	2	0	1	0	8	115	2	0	0	0	6	0	184
16:45	0	7	0	0	0	0	0	0	3	29	1	0	0	0	0	0	40
17:00	0	14	0	0	0	0	0	0	2	32	0	0	0	0	1	0	49
17:15	0	18	0	0	0	0	0	0	2	35	1	0	0	0	0	0	56
17:30	0	18	0	0	1	0	0	0	0	36	0	0	0	0	0	0	55
Hr Total	0	57	0	0	1	0	0	0	7	132	2	0	0	0	1	0	200

TOTAL	0	106	1	0	3	0	1	0	15	247	4	0	0	0	7	0	384

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 09/17/18

Peak start 16:45				16:45				16:45				16:45			
Volume	0	57	0	0	1	0	0	0	7	132	2	0	0	0	1
Percent	0%	100%	0%	0%	100%	0%	0%	0%	5%	94%	1%	0%	0%	0%	100%
Pk total	57				1				141				1		
Highest	17:15				17:30				17:15				17:00		
Volume	0	18	0	0	1	0	0	0	2	35	1	0	0	0	1
Hi total	18				1				38				1		
PHF	.79				.25				.93				.25		

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 33333333

DATE: 09/17/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/17/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153401

BEGIN TIME (MILITARY):15:45 Hrs

Page : 1

COMMERCIAL VEHICLES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total	
Date 09/17/18																	
15:45	0	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	3
16:00	0	1	0	0	0	0	0	0	0	4	0	0	0	0	0	0	5
16:15	0	0	0	0	0	0	0	0	0	2	1	0	0	0	0	0	3
16:30	0	1	0	0	0	0	0	0	0	2	0	0	0	0	0	0	3
Hr Total	0	4	0	0	0	0	0	0	0	9	1	0	0	0	0	0	14
16:45	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
17:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Hr Total	0	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	3
TOTAL	0	6	0	0	0	0	0	0	0	10	1	0	0	0	0	0	17

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 09/17/18

Peak start	16:45				16:45				16:45				16:45			
Volume	0	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%
Pk total	2				0				1				0			
Highest	16:45				15:45				17:00				15:45			
Volume	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Hi total	1				0				1				0			
PHF	.50				.0				.25				.0			

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 15082619

DATE: 08/26/19

US 441 @ NW 147TH DRIVE

Start Date: 08/26/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 082619PM

BEGIN TIME (MILITARY): 15:45 Hrs

Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

NW 147TH DRIVE					US 441				NW 147TH DRIVE				US 441							
From North					From East				From South				From West							
Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Total
Date 08/26/19																				
15:45	15	5	26	0	15	238	24	0		36	3	13	0		20	165	27	2		589
16:00	20	4	22	0	14	230	28	1		31	4	7	0		12	164	33	3		573
16:15	15	2	28	0	24	227	18	1		43	4	8	0		18	148	27	0		563
16:30	18	6	23	0	15	266	23	2		33	5	8	0		17	156	34	0		606
Hr Total	68	17	99	0	68	961	93	4		143	16	36	0		67	633	121	5		2331
16:45	15	6	29	0	14	299	20	0		32	3	15	0		13	186	30	0		662
17:00	18	3	31	0	26	326	25	2		49	7	14	0		21	169	27	2		720
17:15	13	4	27	0	26	348	16	0		38	10	17	0		24	200	36	1		760
17:30	12	5	28	0	30	306	16	0		53	3	18	0		14	156	34	3		678
Hr Total	58	18	115	0	96	1279	77	2		172	23	64	0		72	711	127	6		2820
17:45	16	4	18	0	23	252	13	1		29	3	8	0		12	180	27	1		587
Hr Total	16	4	18	0	23	252	13	1		29	3	8	0		12	180	27	1		587
TOTAL	142	39	232	0	187	2492	183	7		344	42	108	0		151	1524	275	12		5738

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 08/26/19

Peak start 16:45					16:45				16:45					16:45			
Volume	58	18	115	0	96	1279	77	2	172	23	64	0		72	711	127	6
Percent	30%	9%	60%	0%	7%	88%	5%	0%	66%	9%	25%	0%		8%	78%	14%	1%
Pk total	191				1454				259					916			
Highest	17:00				17:15				17:30					17:15			
Volume	18	3	31	0	26	348	16	0	53	3	18	0		24	200	36	1
Hi total	52				390				74					261			
PHF	.92				.93				.88					.88			

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 15082619

DATE: 08/26/19

US 441 @ NW 147TH DRIVE

Start Date: 08/26/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 082619PM

BEGIN TIME (MILITARY): 15:45 Hrs

Page : 1

AUTOMOBILES

NW 147TH DRIVE					US 441				NW 147TH DRIVE				US 441					
From North					From East				From South				From West					
Left	Thru	Right	Other		Left	Thru	Right	U-TURN	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Total	
Date 08/26/19																		
15:45	14	5	26	0	15	226	23	0	36	3	13	0	20	155	27	2	565	
16:00	18	4	22	0	14	215	26	1	31	4	5	0	11	156	31	2	540	
16:15	14	2	28	0	23	218	17	1	42	4	8	0	18	134	27	0	536	
16:30	17	6	21	0	15	252	22	2	32	5	8	0	16	146	34	0	576	
Hr Total	63	17	97	0	67	911	88	4	141	16	34	0	65	591	119	4	2217	
16:45	14	6	29	0	13	282	20	0	31	3	15	0	13	183	29	0	638	
17:00	18	3	30	0	26	316	24	2	48	7	14	0	21	159	26	2	696	
17:15	13	4	27	0	26	333	15	0	37	10	17	0	24	190	35	1	732	
17:30	12	5	27	0	30	301	16	0	53	3	18	0	13	149	34	3	664	
Hr Total	57	18	113	0	95	1232	75	2	169	23	64	0	71	681	124	6	2730	
17:45	16	4	17	0	23	240	13	1	28	3	7	0	12	176	25	1	566	
Hr Total	16	4	17	0	23	240	13	1	28	3	7	0	12	176	25	1	566	
TOTAL	136	39	227	0	185	2383	176	7	338	42	105	0	148	1448	268	11	5513	

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 08/26/19

Peak start 16:45					16:45				16:45					16:45			
Volume	57	18	113	0	95	1232	75	2	169	23	64	0	71	681	124	6	
Percent	30%	10%	60%	0%	7%	88%	5%	0%	66%	9%	25%	0%	8%	77%	14%	1%	
Pk total	188				1404				256				882				
Highest	17:00				17:15				17:30				17:15				
Volume	18	3	30	0	26	333	15	0	53	3	18	0	24	190	35	1	
Hi total	51				374				74				250				
PHF	.92				.94				.86				.88				

DAY: MONDAY

DATE: 08/26/19

WEATHER: CLEAR & DRY

BEGIN TIME (MILITARY): 15:45 Hrs

MANUAL TURNING MOVEMENT COUNTS

US 441 @ NW 147TH DRIVE

ALACHUA COUNTY, FLORIDA

Site Code : 15082619

Start Date: 08/26/19

File I.D. : 082619PM

Page : 1

COMMERCIAL VEHICLES

NW 147TH DRIVE					US 441					NW 147TH DRIVE					US 441					
From North					From East					From South					From West					
	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Total			
Date 08/26/19																				
15:45	1	0	0	0	0	12	1	0	0	0	0	0	0	0	10	0	0	24		
16:00	2	0	0	0	0	15	2	0	0	0	2	0	1	8	2	1	33			
16:15	1	0	0	0	1	9	1	0	1	0	0	0	0	14	0	0	27			
16:30	1	0	2	0	0	14	1	0	1	0	0	0	1	10	0	0	30			
Hr Total	5	0	2	0	1	50	5	0	2	0	2	0	2	42	2	1	114			
16:45	1	0	0	0	1	17	0	0	1	0	0	0	0	3	1	0	24			
17:00	0	0	1	0	0	10	1	0	1	0	0	0	0	10	1	0	24			
17:15	0	0	0	0	0	15	1	0	1	0	0	0	0	10	1	0	28			
17:30	0	0	1	0	0	5	0	0	0	0	0	0	1	7	0	0	14			
Hr Total	1	0	2	0	1	47	2	0	3	0	0	0	1	30	3	0	90			
17:45	0	0	1	0	0	12	0	0	1	0	1	0	0	4	2	0	21			
Hr Total	0	0	1	0	0	12	0	0	1	0	1	0	0	4	2	0	21			
TOTAL	6	0	5	0	2	109	7	0	6	0	3	0	3	76	7	1	225			

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 08/26/19

Peak start 16:45	16:45				16:45	16:45				16:45	16:45			
Volume	1	0	2	0	1	47	2	0	3	0	0	0	1	30
Percent	33%	0%	67%	0%	2%	94%	4%	0%	100%	0%	0%	0%	3%	88%
Pk total	3				50				3				34	
Highest	16:45				16:45				16:45				17:00	
Volume	1	0	0	0	1	17	0	0	1	0	0	0	0	10
Hi total	1				18				1				11	
PHF	.75				.69				.75				.77	

DAY: MONDAY

DATE: 08/26/19

WEATHER: CLEAR & DRY

BEGIN TIME (MILITARY): 15:45 Hrs

MANUAL TURNING MOVEMENT COUNTS

US 441 @ NW 147TH DRIVE

ALACHUA COUNTY, FLORIDA

Site Code : 15082619

Start Date: 08/26/19

File I.D. : 082619PM

Page : 1

PEDESTRIAN & BICYCLE

NW 147TH DRIVE					US 441					NW 147TH DRIVE					US 441					
From North					From East					From South					From West					
Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		
Date 08/26/19 -----																				
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16:00	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	
16:15	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	1	0	3	
16:30	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
Hr Total	0	0	0	2	0	0	0	0	0	0	0	0	2	0	0	0	1	0	5	
16:45	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	
17:00	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0	4	
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hr Total	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	2	0	5	
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hr Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

TOTAL	0	0	0	2	0	0	0	0	0	0	0	0	5	0	0	0	3	0	10	

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 08/26/19

Peak start 16:45					16:45					16:45					16:45				
Volume	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	2	0	0
Percent	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	100%	0%	0%
Pk total	0				0					3				2					
Highest	15:45				15:45					17:00				17:00					
Volume	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0	0
Hi total	0				0					2				2					
PHF	.0				.0					.38				.25					

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 22222222

DATE: 12/09/19

US 441 AT CR 235

Start Date: 12/09/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153403

BEGIN TIME (MILITARY):15:30 Hrs

Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

CR 235				US 441				CR 235				US 441					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Total	
Date 12/09/19																	
15:30	14	21	15	0	18	227	19	0	34	26	24	0	19	154	29	0	600
15:45	15	19	19	0	35	228	23	0	25	41	29	0	19	116	19	0	588
16:00	11	30	12	0	28	220	19	0	29	30	21	0	23	138	22	0	583
16:15	22	24	20	0	29	204	15	0	35	33	12	0	15	109	19	0	537
Hr Total	62	94	66	0	110	879	76	0	123	130	86	0	76	517	89	0	2308
16:30	14	26	9	0	33	261	27	0	43	30	15	0	32	116	41	1	648
16:45	13	32	18	0	36	259	18	0	36	37	20	0	43	115	37	1	665
17:00	26	39	22	0	41	330	25	0	41	37	20	0	29	150	34	0	794
17:15	9	44	16	0	39	302	18	0	28	44	23	0	51	140	47	0	761
Hr Total	62	141	65	0	149	1152	88	0	148	148	78	0	155	521	159	2	2868
17:30	13	41	26	0	50	285	27	0	31	32	14	0	27	114	44	0	704
Hr Total	13	41	26	0	50	285	27	0	31	32	14	0	27	114	44	0	704
TOTAL	137	276	157	0	309	2316	191	0	302	310	178	0	258	1152	292	2	5880

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 12/09/19

Peak start 16:45				16:45				16:45				16:45			
Volume	61	156	82	0	166	1176	88	0	136	150	77	0	150	519	162
Percent	20%	52%	27%	0%	12%	82%	6%	0%	37%	41%	21%	0%	18%	62%	19%
Pk total	299				1430				363				832		
Highest	17:00				17:00				17:00				17:15		
Volume	26	39	22	0	41	330	25	0	41	37	20	0	51	140	47
Hi total	87				396				98				238		
PHF	.86				.90				.93				.87		

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 22222222

DATE: 12/09/19

US 441 AT CR 235

Start Date: 12/09/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153403

BEGIN TIME (MILITARY):15:30 Hrs

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AUTOMOBILES

CR 235					US 441				CR 235				US 441				
From North					From East				From South				From West				
Left	Thru	Right	Other		Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Total
Date 12/09/19																	
15:30	13	17	15	0	17	222	16	0	32	19	22	0	19	145	26	0	563
15:45	10	10	18	0	34	210	22	0	22	35	28	0	19	103	19	0	530
16:00	11	20	10	0	26	211	19	0	28	23	18	0	23	122	21	0	532
16:15	21	21	17	0	27	199	15	0	34	29	12	0	15	103	19	0	512
Hr Total	55	68	60	0	104	842	72	0	116	106	80	0	76	473	85	0	2137
16:30	14	24	6	0	32	245	25	0	38	28	13	0	29	113	37	1	605
16:45	13	24	16	0	35	247	17	0	34	37	12	0	42	113	36	1	627
17:00	24	36	21	0	37	324	24	0	39	34	18	0	28	146	34	0	765
17:15	8	39	16	0	38	292	18	0	27	39	22	0	51	133	44	0	727
Hr Total	59	123	59	0	142	1108	84	0	138	138	65	0	150	505	151	2	2724
17:30	13	37	26	0	47	281	27	0	30	29	13	0	27	110	42	0	682
Hr Total	13	37	26	0	47	281	27	0	30	29	13	0	27	110	42	0	682
TOTAL	127	228	145	0	293	2231	183	0	284	273	158	0	253	1088	278	2	5543

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 12/09/19

Peak start 16:45					16:45				16:45				16:45			
Volume	58	136	79	0	157	1144	86	0	130	139	65	0	148	502	156	1
Percent	21%	50%	29%	0%	11%	82%	6%	0%	39%	42%	19%	0%	18%	62%	19%	0%
Pk total	273				1387				334				807			
Highest	17:00				17:00				17:00				17:15			
Volume	24	36	21	0	37	324	24	0	39	34	18	0	51	133	44	0
Hi total	81				385				91				228			
PHF	.84				.90				.92				.88			

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 22222222

DATE: 12/09/19

US 441 AT CR 235

Start Date: 12/09/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153403

BEGIN TIME (MILITARY):15:30 Hrs

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COMMERCIAL VEHICLES

CR 235				US 441				CR 235				US 441							
From North				From East				From South				From West							
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other				
Date 12/09/19																			
15:30	1	4	0	0	1	5	3	0	2	7	2	0	0	9	3	0	37		
15:45	5	9	1	0	1	18	1	0	3	6	1	0	0	13	0	0	58		
16:00	0	10	2	0	2	9	0	0	1	7	3	0	0	16	1	0	51		
16:15	1	3	3	0	2	5	0	0	1	4	0	0	0	6	0	0	25		
Hr Total	7	26	6	0	6	37	4	0	7	24	6	0	0	44	4	0	171		
16:30	0	2	3	0	1	16	2	0	5	2	2	0	3	3	4	0	43		
16:45	0	8	2	0	1	12	1	0	2	0	8	0	1	2	1	0	38		
17:00	2	3	1	0	4	6	1	0	2	3	2	0	1	4	0	0	29		
17:15	1	5	0	0	1	10	0	0	1	5	1	0	0	7	3	0	34		
Hr Total	3	18	6	0	7	44	4	0	10	10	13	0	5	16	8	0	144		
17:30	0	4	0	0	3	4	0	0	1	3	1	0	0	4	2	0	22		
Hr Total	0	4	0	0	3	4	0	0	1	3	1	0	0	4	2	0	22		
TOTAL	10	48	12	0	16	85	8	0	18	37	20	0	5	64	14	0	337		

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 12/09/19

Peak start	16:45				16:45				16:45				16:45			
Volume	3	20	3	0	9	32	2	0	6	11	12	0	2	17	6	0
Percent	12%	77%	12%	0%	21%	74%	5%	0%	21%	38%	41%	0%	8%	68%	24%	0%
Pk total	26				43				29				25			
Highest	16:45				16:45				16:45				17:15			
Volume	0	8	2	0	1	12	1	0	2	0	8	0	0	7	3	0
Hi total	10				14				10				10			
PHF	.65				.77				.72				.62			

DAY: MONDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 22222222

DATE: 12/09/19

US 441 AT CR 235

Start Date: 12/09/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153403

BEGIN TIME (MILITARY):15:30 Hrs

Page : 1

PEDESTRIAN & BICYCLE

CR 235					US 441					CR 235					US 441					
From North					From East					From South					From West					
Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		
Date 12/09/19																				
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	
15:45	0	0	0	0	0	0	0	1	0	1	0	3	0	0	0	0	0	0	5	
16:00	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	
16:15	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	
Hr Total	0	0	0	0	0	0	0	3	0	1	0	4	0	0	0	0	1		9	
16:30	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
17:15	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2	
Hr Total	0	0	0	1	0	0	0	2	0	0	0	2	0	0	0	0	0	0	5	
17:30	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	1		4	
Hr Total	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	1		4	
TOTAL	0	0	0	4	0	0	0	5	0	1	0	6	0	0	0	2			18	

Peak Hour Analysis By Entire Intersection for the Period: 16:45 to 17:45 on 12/09/19

Peak start 16:45					16:45					16:45					16:45				
Volume	0	0	0	4	0	0	0	0	0	0	0	0	2	2	0	0	0	1	1
Percent	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	0%	0%	0%	100%	100%
Pk total	4				0					2					1				
Highest	17:30				15:30					17:15					17:30				
Volume	0	0	0	3	0	0	0	0	0	0	0	0	2	2	0	0	0	1	1
Hi total	3				0					2					1				
PHF	.33				.0					.25					.25				

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION - DISTRICT TWO
Signal Retiming - City of Alachua
Design Turning Movement Counts: US 441 from 140th Street to NW 173rd St (CR 235A)

PM PLAN			RAW DATA											
LOCATION	INT #	TIME	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
US 441 AND NW 140TH ST	1	16:45	178	1164	93	118	583	147	141	132	94	68	134	88
US 441 AND MAIN ST	2	16:45	49	1306	11	48	798	68	72	8	44	9	16	47
US 441 AND NW 147TH DR	3	16:45	131	1173	102	92	874	122	174	13	67	65	14	104
US 441 AND I-75 NB RAMP	4	17:00	45	1166	204	57	810	22	41	13	12	260	17	659
US 441 AND I-75 SB RAMP	5	17:00	45	1618	195	0	956	58	26	0	98	173	22	54
US 441 AND 167TH BLVD	6	17:00	3	1360	305	123	787	0	0	0	0	185	0	49
US 441 AND NW 173RD ST (CR 235A)	7	17:00	105	1392	116	35	711	49	83	26	107	93	20	48
PM PLAN			ADJUSTED BY AGGREGATED FACTOR											
LOCATION	INT #	TIME	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
US 441 AND NW 140TH ST	1	16:45	190	1245	100	126	624	157	151	141	101	73	143	94
US 441 AND MAIN ST	2	16:45	52	1397	12	51	854	73	77	9	47	10	17	50
US 441 AND NW 147TH DR	3	16:45	140	1255	109	98	935	131	186	14	72	70	15	111
US 441 AND I-75 NB RAMP	4	17:00	48	1248	218	61	867	24	44	14	13	278	18	705
US 441 AND I-75 SB RAMP	5	17:00	48	1731	209	0	1023	62	28	0	105	185	24	58
US 441 AND 167TH BLVD	6	17:00	3	1455	326	132	842	0	0	0	0	198	0	52
US 441 AND NW 173RD ST (CR 235A)	7	17:00	112	1489	124	37	761	52	89	28	114	100	21	51

APPENDIX C

FDOT TRAFFIC DATA

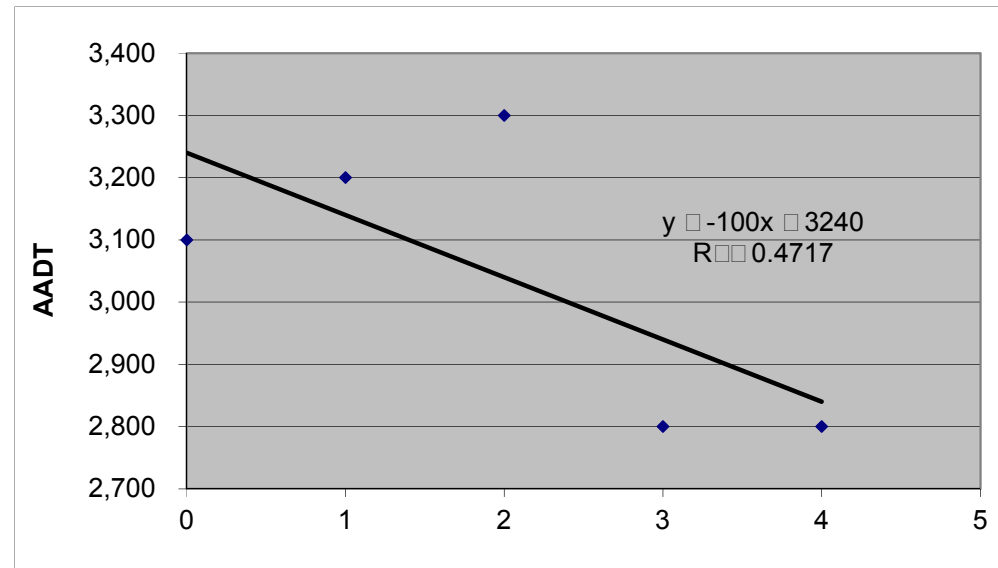


TABLE C1
LINEAR REGRESSION ANALYSIS

CR 241, North of SR 235

<u>Year</u>	<u></u>	<u>Actual</u> <u>AADT (Y)</u>	<u>Predicted</u> <u>AADT</u>
2014	0	3,100	3,240
2015	1	3,200	3,140
2016	2	3,300	3,040
2017	3	2,800	2,940
2018	4	2,800	2,840
2019	5		2,740
2020	6		2,640
2021	7		2,540
2022	8		2,440
2023	9		2,340
2024	10		2,240
2025	11		2,140
2026	12		2,040

i = - 3.8%



BUCKHOLZ TRAFFIC

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

COUNTY: 26 - ALACHUA

SITE: 0240 - CR 241.1 MI. N. OF SR 235

YEAR	AADT		DIRECTION 1		DIRECTION 2		*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----		-----	-----	
2018	2800 F		0		0		9.50	57.90	2.70
2017	2800 C	N	0		0	S	9.50	53.80	2.60
2016	3300 R		0		0		9.50	53.60	2.80
2015	3200 T		0		0		9.50	57.00	2.60
2014	3100 S						9.50	57.40	2.40
2013	3100 F		0		0		9.50	57.80	2.60
2012	3100 C	N	0		0	S	9.50	58.40	2.50

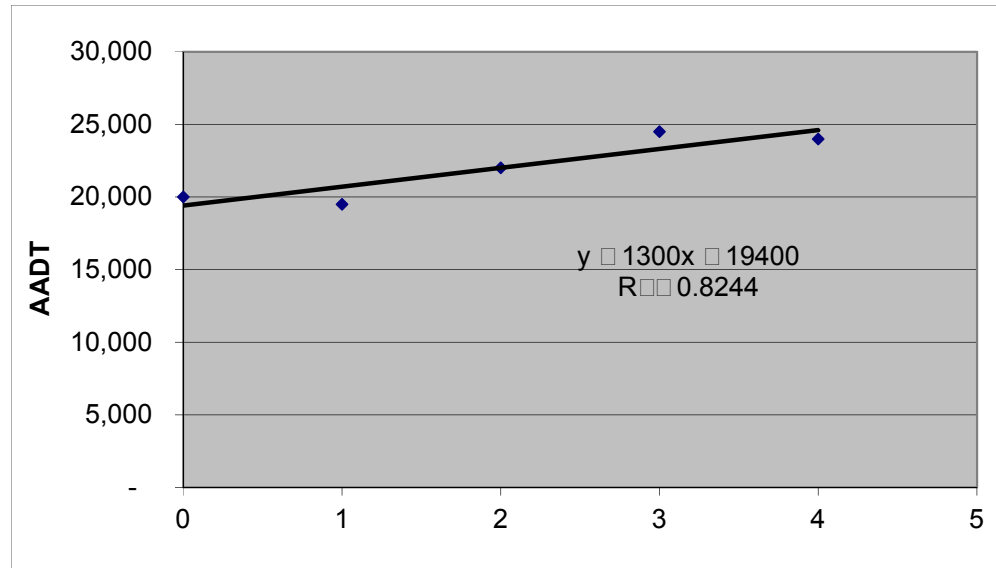
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

TABLE C2
LINEAR REGRESSION ANALYSIS

US 441, Southeast of NW 147th Drive

<u>Year</u>	<u></u>	<u>Actual</u> <u>AADT (Y)</u>	<u>Predicted</u> <u>AADT</u>
2014	0	20,000	19,400
2015	1	19,500	20,700
2016	2	22,000	22,000
2017	3	24,500	23,300
2018	4	24,000	24,600
2019	5		25,900
2020	6		27,200
2021	7		28,500
2022	8		29,800
2023	9		31,100
2024	10		32,400
2025	11		33,700
2026	12		35,000

i = 5.0%



BUCKHOLZ TRAFFIC

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

COUNTY: 26 - ALACHUA

SITE: 5106 - SR 20 .4 MI. NW OF SR 235

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----	-----	-----	-----	-----
2018	24000 C	N	12000	S 12000	9.50	57.90	4.90
2017	24500 C	N	12500	S 12000	9.50	53.80	4.60
2016	22000 C	N	11000	S 11000	9.50	53.60	4.90
2015	19500 C	N	9700	S 9800	9.50	57.00	5.20
2014	20000 C	N	10000	S 10000	9.50	57.40	5.40
2013	19800 C	N	9800	S 10000	9.50	57.80	5.00
2012	18900 C	N	9600	S 9300	9.50	58.40	4.90
2011	18600 C	N	9200	S 9400	9.50	58.80	5.50
2010	17600 C	N	8700	S 8900	10.13	59.87	5.10
2009	19600 C	N	9600	S 10000	10.04	57.81	6.20
2008	19400 C	N	9800	S 9600	10.17	57.73	7.30
2007	20000 C	N	10000	S 10000	10.22	58.44	5.70
2006	20500 C	N	10000	S 10500	9.98	59.05	6.70
2005	20000 C	N	10000	S 10000	10.10	58.20	19.60
2004	19900 C	N	10000	S 9900	10.20	62.30	9.10
2003	21000 C	N	10500	S 10500	10.20	59.50	12.10

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

COUNTY: 26
STATION: 5106
DESCRIPTION: SR 20 .4 MI. NW OF SR 235
START DATE: 04/24/2018
START TIME: 0000

TIME	DIRECTION: N					DIRECTION: S					COMBINED TOTAL	
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL		
0000	19	17	14	8	58	12	9	10	10	41	99	
0100	11	8	14	11	44	1	20	13	6	40	84	
0200	5	6	10	12	33	5	4	5	11	25	58	
0300	6	9	8	7	30	10	8	21	15	54	84	
0400	14	11	6	30	61	18	22	39	33	112	173	
0500	36	39	46	38	159	59	88	114	106	367	526	
0600	82	97	130	139	448	187	206	252	278	923	1371	
0700	172	195	180	183	730	311	310	346	269	1236	1966	
0800	185	174	123	148	630	230	304	232	159	925	1555	
0900	161	158	148	142	609	206	212	195	169	782	1391	
1000	172	168	179	200	719	163	149	159	156	627	1346	
1100	186	184	208	222	800	191	176	203	180	750	1550	
1200	213	201	187	181	782	232	188	215	220	855	1637	
1300	196	203	181	205	785	228	224	212	201	865	1650	
1400	225	199	208	240	872	209	159	184	184	736	1608	
1500	241	235	252	282	1010	219	217	237	206	879	1889	
1600	261	314	285	300	1160	226	168	267	211	872	2032	
1700	327	337	348	277	1289	241	215	220	174	850	2139	
1800	282	202	177	166	827	174	156	147	123	600	1427	
1900	171	147	119	116	553	130	102	100	92	424	977	
2000	123	124	102	76	425	117	113	95	74	399	824	
2100	66	68	59	48	241	74	75	57	61	267	508	
2200	40	36	26	30	132	43	23	25	25	116	248	
2300	21	17	20	18	76	23	15	10	6	54	130	
24-HOUR TOTALS:					12473						12799	25272

PEAK VOLUME INFORMATION					
DIRECTION: N			DIRECTION: S		COMBINED DIRECTIONS
A.M.	HOUR	VOLUME	HOUR	VOLUME	HOUR VOLUME
	715	743	645	1245	700 1966
P.M.	1645	1312	1630	934	1645 2199
DAILY	1645	1312	645	1245	1645 2199

COUNTY: 26
STATION: 5106
DESCRIPTION: SR 20 .4 MI. NW OF SR 235
START DATE: 04/25/2018
START TIME: 0000

TIME	DIRECTION: N					DIRECTION: S					COMBINED TOTAL	
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL		
0000	12	11	9	12	44	20	13	17	13	63	107	
0100	8	7	13	8	36	12	19	7	7	45	81	
0200	8	11	9	6	34	10	14	5	9	38	72	
0300	11	13	12	5	41	7	9	18	11	45	86	
0400	11	21	8	32	72	14	29	17	35	95	167	
0500	38	45	54	48	185	59	96	114	123	392	577	
0600	73	106	102	104	385	160	221	246	269	896	1281	
0700	161	206	182	180	729	331	311	344	261	1247	1976	
0800	185	185	151	119	640	265	258	245	187	955	1595	
0900	137	167	133	169	606	169	171	190	141	671	1277	
1000	151	151	152	178	632	158	141	147	176	622	1254	
1100	150	240	207	247	844	205	193	216	220	834	1678	
1200	220	202	221	246	889	231	215	252	210	908	1797	
1300	197	190	205	186	778	223	194	210	182	809	1587	
1400	203	237	195	226	861	187	189	190	197	763	1624	
1500	225	233	257	290	1005	212	239	207	201	859	1864	
1600	281	296	306	348	1231	204	190	196	213	803	2034	
1700	332	322	282	271	1207	214	214	192	184	804	2011	
1800	259	195	184	181	819	182	165	167	135	649	1468	
1900	159	128	145	128	560	127	130	105	109	471	1031	
2000	134	145	109	103	491	107	96	90	97	390	881	
2100	92	75	63	42	272	73	91	63	61	288	560	
2200	49	38	32	34	153	35	35	34	27	131	284	
2300	20	30	27	15	92	29	21	18	10	78	170	
24-HOUR TOTALS:					12606						12856	25462

PEAK VOLUME INFORMATION						
DIRECTION: N			DIRECTION: S		COMBINED DIRECTIONS	
	HOUR	VOLUME	HOUR	VOLUME	HOUR	VOLUME
A.M.	715	753	645	1255	700	1976
P.M.	1630	1308	1200	908	1630	2145
DAILY	1630	1308	645	1255	1630	2145

APPENDIX D

UNSIGNALIZED INTERSECTION CAPACITY CALCULATIONS



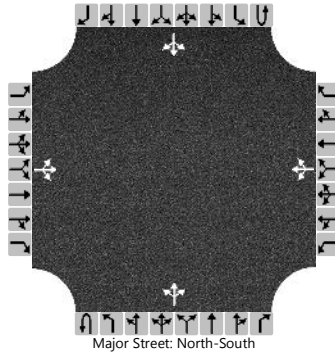
AM PEAK HOUR

HCS7 Two-Way Stop-Control Report

General Information

Analyst	J. Buckholz	Intersection	CR 241/NW 174th Avenue
Agency/Co.	BUCKHOLZ TRAFFIC	Jurisdiction	Alachua County
Date Performed	9/7/2019	East/West Street	NW 174th Avenue
Analysis Year	2028	North/South Street	CR241
Time Analyzed	AM Peak Hour - BUILD	Peak Hour Factor	0.98
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	#18-1534		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		0	0	1		0	0	1		2	28	0		0	128	0
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

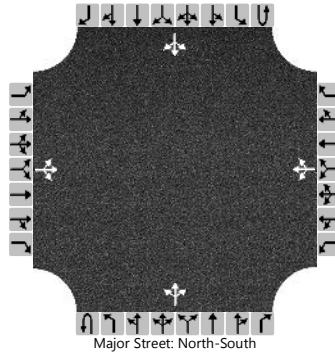
Flow Rate, v (veh/h)			1				1			2				0		
Capacity, c (veh/h)			924				1052			1467				1598		
v/c Ratio			0.00				0.00			0.00				0.00		
95% Queue Length, Q ₉₅ (veh)			0.0				0.0			0.0				0.0		
Control Delay (s/veh)			8.9				8.4			7.5				7.3		
Level of Service (LOS)			A				A			A				A		
Approach Delay (s/veh)	8.9				8.4				0.5				0.0			
Approach LOS	A				A											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	J. Buckholz	Intersection	CR 241/NW 172nd Avenue
Agency/Co.	BUCKHOLZ TRAFFIC	Jurisdiction	Alachua County
Date Performed	9/7/2019	East/West Street	NW 172nd Avenue
Analysis Year	2028	North/South Street	CR241
Time Analyzed	AM Peak Hour - BUILD	Peak Hour Factor	0.98
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	#18-1534		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		0	0	1		18	0	0		0	30	4		0	128	0
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			1				18			0				0		
Capacity, c (veh/h)			924				805			1467				1590		
v/c Ratio			0.00				0.02			0.00				0.00		
95% Queue Length, Q ₉₅ (veh)			0.0				0.1			0.0				0.0		
Control Delay (s/veh)			8.9				9.6			7.5				7.3		
Level of Service (LOS)			A				A			A				A		
Approach Delay (s/veh)	8.9				9.6				0.0				0.0			
Approach LOS	A				A											

HCS7 Two-Way Stop-Control Report

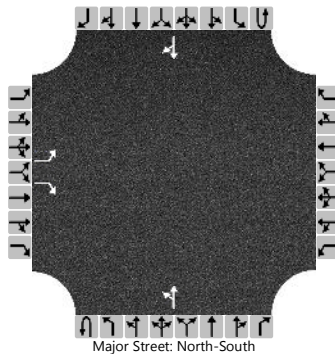
General Information

Analyst	J. Buckholz
Agency/Co.	BUCKHOLZ TRAFFIC
Date Performed	9/7/2019
Analysis Year	2028
Time Analyzed	AM Peak Hour - BUILD
Intersection Orientation	North-South
Project Description	#18-1534

Site Information

Intersection	CR 241/Site Drive
Jurisdiction	Alachua County
East/West Street	Site Drive
North/South Street	CR241
Peak Hour Factor	0.98
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration		L		R						LT						TR
Volume (veh/h)		2		102						33	34				127	1
Percent Heavy Vehicles (%)		2		2						2						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.42		6.22						4.12						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.52		3.32						2.22						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		2		104						34						
Capacity, c (veh/h)		738		920						1455						
v/c Ratio		0.00		0.11						0.02						
95% Queue Length, Q ₉₅ (veh)		0.0		0.4						0.1						
Control Delay (s/veh)		9.9		9.4						7.5						
Level of Service (LOS)		A		A						A						
Approach Delay (s/veh)	9.4								3.8							
Approach LOS	A															

PM PEAK HOUR

HCS7 Two-Way Stop-Control Report

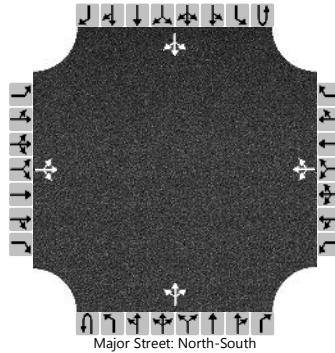
General Information

Analyst	J. Buckholz
Agency/Co.	BUCKHOLZ TRAFFIC
Date Performed	9/7/2019
Analysis Year	2028
Time Analyzed	PM Peak Hour - BUILD
Intersection Orientation	North-South
Project Description	#18-1534

Site Information

Intersection	CR 241/NW 174th Avenue
Jurisdiction	Alachua County
East/West Street	NW 174th Avenue
North/South Street	CR241
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		0	0	1		0	0	1		7	133	2		0	60	0
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			1				1			8				0		
Capacity, c (veh/h)			1004				905			1549				1446		
v/c Ratio			0.00				0.00			0.00				0.00		
95% Queue Length, Q ₉₅ (veh)			0.0				0.0			0.0				0.0		
Control Delay (s/veh)			8.6				9.0			7.3				7.5		
Level of Service (LOS)			A				A			A				A		
Approach Delay (s/veh)	8.6				9.0				0.4				0.0			
Approach LOS	A				A											

HCS7 Two-Way Stop-Control Report

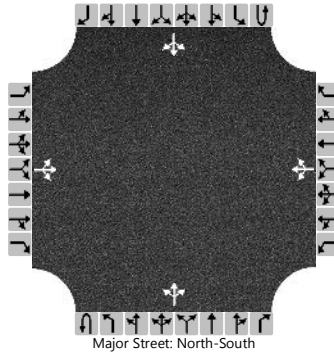
General Information

Analyst	J. Buckholz
Agency/Co.	BUCKHOLZ TRAFFIC
Date Performed	9/7/2019
Analysis Year	2028
Time Analyzed	PM Peak Hour - BUILD
Intersection Orientation	North-South
Project Description	#18-1534

Site Information

Intersection	CR 241/NW 172nd Avenue
Jurisdiction	Alachua County
East/West Street	NW 172nd Avenue
North/South Street	CR241
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		0	0	1		7	0	0		1	142	9		0	62	0
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			1				8			1				0		
Capacity, c (veh/h)			1001				726			1546				1424		
v/c Ratio			0.00				0.01			0.00				0.00		
95% Queue Length, Q ₉₅ (veh)			0.0				0.0			0.0				0.0		
Control Delay (s/veh)			8.6				10.0			7.3				7.5		
Level of Service (LOS)			A				B			A				A		
Approach Delay (s/veh)	8.6				10.0				0.1				0.0			
Approach LOS	A				B											

HCS7 Two-Way Stop-Control Report

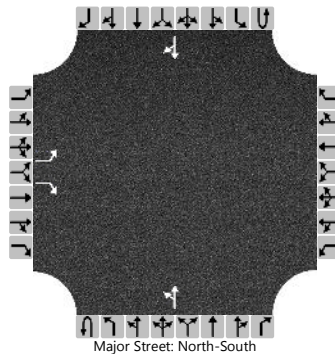
General Information

Analyst	J. Buckholz
Agency/Co.	BUCKHOLZ TRAFFIC
Date Performed	9/7/2019
Analysis Year	2028
Time Analyzed	PM Peak Hour - BUILD
Intersection Orientation	North-South
Project Description	#18-1534

Site Information

Intersection	CR 241/Site Drive
Jurisdiction	Alachua County
East/West Street	Site Drive
North/South Street	CR241
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration		L		R						LT						TR
Volume (veh/h)		1		65						110	152				60	2
Percent Heavy Vehicles (%)		2		2						2						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.42		6.22						4.12						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.52		3.32						2.22						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		1		71						121						
Capacity, c (veh/h)		500		996						1533						
v/c Ratio		0.00		0.07						0.08						
95% Queue Length, Q ₉₅ (veh)		0.0		0.2						0.3						
Control Delay (s/veh)		12.2		8.9						7.5						
Level of Service (LOS)		B		A						A						
Approach Delay (s/veh)	8.9								3.6							
Approach LOS	A															

APPENDIX E

SIGNAL TIMINGS



EXISTING TIMINGS

Station : 160 - US 441 @ 147th Dr (Alachua) - FYA (Standard File)

Phase [1.1.1]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clearance	0	28	0	31	0	19	0	31	0	0	0	0	0	0	0	0
Min Green	4	20	4	6	4	20	4	6	0	0	0	0	0	0	0	0
Passage	2	3.5	2	3	2	3.5	2	3	0	0	0	0	0	0	0	0
Max1	15	50	15	30	15	50	15	30	0	0	0	0	0	0	0	0
Max2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Yellow	4.8	4.9	3.8	4	4.9	4.9	4	4	0	0	0	0	0	0	0	0
Red	2	2	2.6	3.1	2	2	2.1	3.1	0	0	0	0	0	0	0	0
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Auto Exit		ON				ON										
Rest In Walk																

Phase Option [1.1.2]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Enable	ON	ON	ON	ON	ON	ON	ON	ON								
Auto Entry				ON				ON								
Non Act1																
Non Act2																
Lock Call		ON				ON										
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry		ON		ON		ON		ON								
Sim Gap Enable		ON				ON										
Guar Passage																
Cond Service																
Add Init Calc																

Alternate Phase Program 1, Calls and Redirection [1.1.6.3]

Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1	0 0 0 0 0	0	0	0	0	0	0	0	0	0
2	0 0 0 0 0	0	0	0	0	0	0	0	0	0
3	0 0 0 0 0	0	0	0	0	0	0	0	0	0
4	0 0 0 0 0	0	0	0	0	0	0	0	0	0
5	0 0 0 0 0	0	0	0	0	0	0	0	0	0
6	0 0 0 0 0	0	0	0	0	0	0	0	0	0
7	0 0 0 0 0	0	0	0	0	0	0	0	0	0
8	0 0 0 0 0	0	0	0	0	0	0	0	0	0

Alternate Phase Program 2, Calls and Redirection [1.1.6.3]

Entry	Call Phases	From	To	From	To	From	To	From	To	Assigned Ph
1	0 0 0 0 0	0	0	0	0	0	0	0	0	0
2	0 0 0 0 0	0	0	0	0	0	0	0	0	0
3	0 0 0 0 0	0	0	0	0	0	0	0	0	0
4	0 0 0 0 0	0	0	0	0	0	0	0	0	0
5	0 0 0 0 0	0	0	0	0	0	0	0	0	0
6	0 0 0 0 0	0	0	0	0	0	0	0	0	0
7	0 0 0 0 0	0	0	0	0	0	0	0	0	0
8	0 0 0 0 0	0	0	0	0	0	0	0	0	0

Alternate Phase Program 1, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0

Alternate Phase Program 2, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0

Station : 160 - US 441 @ 147th Dr (Alachua) - FYA (Standard File)

Unit Parameters [1.2.1]

StartUp Flash	Auto Ped Clear	Backup Time	Red Revert	Console Timeout	Tone Disable	Feature Profile	Phase Mode	Diamond Mode	SDLC Retry Time	TS2 Det Faults	Cycle Fault Action	Max Cycle Time	Max Seek Track Time	Max Seek Dwell Time	Enable Run	Local Flash Start	Start Red Time	Disable Init Ped	Yellow 3 Second Disable	Omit Yellow Enable	Free Ring Sequence
	OFF	900	3	10	OFF		STD8	4PH		OFF	ALARM				ON	ON		OFF	OFF	OFF	1

Station ID	Master Station ID	Fallback time	Allow Pencil	Port	System-Up	Sys-Down	PC/Print	Aux 232
160			OFF					

[illegible]

Conflict Lock	Lock Inhibit	Program Card	Use Parent	Canadian Fast Flash
OFF	OFF	OFF	ON	OFF

Overlap	Included Phases					Modifier Phases					Type	Green	Yellow	Red
Overlap 1											NORMAL		3.5	1.5
Overlap 2	1					2					R-T/OTH		5	1.5
Overlap 3											NORMAL		3.5	1.5
Overlap 4	3					4					R-T/OTH		4	1
Overlap 5											NORMAL		3.5	1.5
Overlap 6	5					6					R-T/OTH		5	1.5
Overlap 7											NORMAL		3.5	1.5
Overlap 8	7					8					R-T/OTH		4	1

[illegible][illegible][illegible]

Station : 160 - US 441 @ 147th Dr (Alachua) - FYA (Standard File)

[illegible][illegible]

Channel/SDLC, Parameters [1.3.3]

TOD Dim Enable	Extra Maps Enable	D Connector Enable	Single BIU Map	IO Mode	Preempt or Ext Output
OFF	DEFAULT	TX2_V14	ON	AUTO	EXT

Channel/SDLC, MMU Map [1.3.5]

MMU-to-Controller Channel Map

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Channel/SDLC, Permissive [1.3.4]

Channel	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2
1		1									1	1			
2		1		1							1	1			
3	1								1	1					
4	1		1						1	1					
5				1											
6		1		1											
7			1												
8	1		1												
9															
10															
11															
12															
13			1												
14	1														
15															

Channel/SDLC, Permissive [1.3.7]

SDLC Device	Term/Fac		Detector								MMU								Diag
BIU#	1	2	3	4	5	6	7	8	1	2	3	4	5	6	7	8			
Present	ON	ON							ON										ON
Peer to Peer																			

Ring Sequence [1.2.4]

Ring	P1	P2	P3	P4	P5	P6	P7	P8
Ring 1	1	2	3	4				
Ring 2	5	6	7	8				
Ring 3								
Ring 4								

City of Gainesville

Timing Sheet

8/26/2019 2:09:58 PM

Station : 160 - US 441 @ 147th Dr (Alachua) - FYA (Standard File)

Alarms, Enable Events [1.6.1]

Event#	Event Enable
1	ON
2	ON
3	ON
4	ON
5	ON
6	ON
7	ON
8	ON
9	
10	ON
11	
12	ON
13	ON
14	ON
15	ON
16	ON
17	ON
18	ON
19	ON
20	ON
21	ON
22	ON
23	ON
24	ON
25	
26	ON

Alarms, Enable Alarms [1.6.4]

Alarm#	Alarm Enable
1	ON
2	ON
3	ON
4	ON
5	ON
6	ON
7	ON
8	ON
9	
10	ON
11	
12	ON
13	ON
14	ON
15	ON
16	ON
17	ON
18	ON
19	ON
20	ON
21	ON
22	ON
23	ON
24	ON
25	
26	ON

Preemption Times[3.1]/Phases[3.2]/Options[3.3]

Channel	1	2	3	4	5	6
Lock Input	ON	ON	ON	ON	ON	ON
Override Flash						
Override Higher	ON	ON	ON	ON	ON	ON
Flash Dwell						
Link						
Delay						
Min Duration						
Min Green	5	5	5	5	5	5
Min Walk						
Ped Clear	32	32	32	32	32	32
Track Green						
Min Dwell	10	10	10	10	10	10
Max Presence	120	120	120	120	120	120
Track R1						
Track R2						
Track R3						
Track R4						
Dwell P1	4	2	3	4	2	1
Dwell P2	8	6	8	7	5	6
Dwell P3						
Dwell P4						
Dwell P5						
Dwell P6						
Dwell P7						
Dwell P8						

27	ON	27	ON	Dwell P9							
28	ON	28	ON	Dwell P10							
29	ON	29	ON	Dwell P11							
30	ON	30	ON	Dwell P12							
31		31		Dwell Ped1							
32		32		Dwell Ped2							
33		33		Dwell Ped3							
34		34		Dwell Ped4							
35		35		Dwell Ped5							
36		36		Dwell Ped6							
37		37		Dwell Ped7							
38		38		Dwell Ped8							
39		39		Exit R1	4	2	4	4	2	2	
40		40		Exit R2	8	6	8	8	6	6	
41		41		Exit R3							
42		42		Exit R4							
43		43									
44		44									
45		45									
46		46									
47		47									
48		48									
49	ON	49	ON								
50	ON	50	ON								
51	ON	51	ON								
52	ON	52	ON								
53	ON	53	ON								
54	ON	54	ON								
55	ON	55	ON								
56	ON	56	ON								
57	ON	57	ON								
58	ON	58	ON								
59	ON	59									
60		60									
61	ON	61									
62		62									
63		63									
64		64									

Alarms, Parameters [1.4.1] Auto Flash Parameter

Yellow	Red	Mode	Source
4	2	VOT_MON	TEST B

Alarms, Parameters [1.6.7]

Preempt Event Enabled	Pattern Event Enabled
ON	ON

Alarms, Phases/Overlaps [1.4.2]

Auto Flash	1	2	3	4	5	6	7	8	9	10	11	12
Phases	2	6										
Overlaps												

Station : 160 - US 441 @ 147th Dr (Alachua) - FYA (Standard File)

Preemption Times+[3.4]/Overlaps+[3.5]/Options+[3.6]

Preempt	1	2	3	4	5	6
Enable	ON	ON	ON	ON	ON	ON
Type	EMERG	EMERG	EMERG	EMERG	EMERG	EMERG
Skip Track						
Volt Mon Flash						
Coord in Preempt						
Max2						
Return Max/Min	MIN	MIN	MIN	MIN	MIN	MIN
Extend Dwell						
Pattern						
Output Mode	TS2	TS2	TS2	TS2	TS2	TS2
Track Over 1						
Track Over 2						
Track Over 3						
Track Over 4						
Track Over 5						
Track Over 6						
Track Over 7						
Track Over 8						
Track Over 9						
Track Over 10						
Track Over 11						
Track Over 12						
Dwell Over 1			4	8	6	2
Dwell Over 2						
Dwell Over 3						
Dwell Over 4						
Dwell Over 5						
Dwell Over 6						
Dwell Over 7						
Dwell Over 8						
Dwell Over 9						
Dwell Over 10						
Dwell Over 11						

[illegible]

[illegible]

[illegible][illegible]

TB Coor, Action Table [4.5]

Action	Pattern	Aux 1	Aux 2	Aux 3	Special 1	Special 2	Special 3	Special 4	Special 5	Special 6	Special 7	Special 8
1	1											
2	2											
3	3											
4	4											
5	5											
6	6											
7	7											
8	8											
9	9											
10	10											
11	11											
12	12											
13	13											
14	14											
15	15											
16	16											
17	17											
18	18											
19	19											
20	20											
21	21											
22	22											
23	23											
24	24											
25	25											
26	26											
27	27											
28	28											
29	29											
30	30											
31	31											
32	32											
33	33											
34	34											
35	35											
36	36											
37	37											
38	38											
39	39											
40	40											
41	41											
42	42											
43	43											
44	44											
45	45											
46	46											
47	47											
48	48											
49												
50												
51												
52												
53												
54												
55												
56												
57												
58												
59												
60												
61												
62												
63												
64												
99												
100	255											



City of Gainesville Traffic Operations

Intersection Timing Sheet

Name **US 441** ☐ **SR 235 (Alachua)** Mod. Date **5/23/2017** Initial Operation Date **____/____/____**
Intersection ID **11** System ID **175** Mod. No. **1**

Part I Actuated Timing Information

Non-coordinated Operation

Phase	1	2	3	4	5	6	7	8	Other(A)	Other(B)
Direction	EBL	WBT	SBL	NBT	WBL	EBT	NBL	SBT		
Initial	4	15	4	6	4	15	4	6		
Passage	2.0	3.5	2.0	4.0	2.0	3.5	2.0	4.0		
Max1	25.0	45.0	20.0	35.0	25.0	45.0	20.0	35.0		
Max2										
Yellow	4.0	4.5	4.0	4.0	4.0	4.5	4.0	4.0		
All Red	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0		
Walk		7.0		5.0		7.0		7.0		
Ped Clear		26.0		22.0		26.0		22.0		
Recall		MIN				MIN				
Flash Pattern										
Left TurnType										
Detect Type										

Preemption

Fire Station	☐ Active	Emergency Opticom	☐ Active	Preemption Notes
Bridge	☐ Active	Emergency.now	☐ Active	
Rail Road	☐ Active	Other _____	☐ Active	

Part II Coordinated Timing Information

Pattern Tables

PHASE	1	2	3	4	5	6	7	8	Cycle	Offset
Pattern 1	16	49	16	39	17	48	16	39	120	0
Pattern 2	20	45	16	39	20	45	16	39	120	106
Pattern 3	17	50	14	39	17	50	14	39	120	4
Pattern 4	12	46	12	20	12	46	12	20	90	56
Pattern 5										
Pattern 6										
Pattern 7										

Schedule Implementation

Schedule Notes	Day Plan 1 (Mon-Thurs)			Day Plan 2 (Fri)			Day Plan 3 (Sat)		
	Start	End	Pattern	Start	End	Pattern	Start	End	Pattern
	0:00	5:45	FREE	0:00	5:45	FREE	0:00	8:00	FREE
	5:45	6:30	4	5:45	6:30	4	8:00	18:00	1
	6:30	9:00	2	6:30	9:00	2	18:00	21:00	4
	9:00	15:00	1	9:00	15:00	1	21:00	0:00	FREE
	15:00	19:00	3	15:00	19:00	3			
	19:00	20:30	1	19:00	20:30	1			
	20:30	22:00	4	20:30	22:00	4			
	22:00	0:00	FREE	22:00	0:00	FREE			

Schedule Notes	Day Plan 4 (Sun)								
	Start	End	Pattern	Start	End	Pattern	Start	End	Pattern
	0:00	8:00	FREE						
	8:00	18:00	1						
	18:00	21:00	4						
	21:00	0:00	FREE						

Part III Equipment Information

Equipment (N)	Manufacturer	Equipment (C)	Manufacturer	Equipment (V)	Manufacturer
Switch	☐ ITS-Express	Controller	☐ Naztec	CCTV	☐ Bosch
Wireless	☐	CMU/MMU	☐	Video Detection	☐ Iteris
Other _____	☐	Other _____	☐	Other _____	☐

CONSULTANT (FUTURE) TIMINGS

Time of Day Plan

Designed By:	J.M.
Date:	4/19/2019
Checked By:	R. A. A
Date:	4/19/2019

Section:	26020000
Corridor:	US 441
From:	NW 140th St/SR 235
To:	NW 173rd St/CR 235A

TIME OF DAY

Day	Plan	Time		Pattern	Cycle Length
Monday Thru Friday	FREE	0:00	6:00	-	FREE
	AM	6:00	10:00	1	130
	MIDDAY	10:00	16:15	2	130
	PM	16:15	18:15	3	160
	NT	18:15	21:30	4	110
	FREE	21:30	0:00	-	FREE
Saturday	FREE	0:00	7:00	-	FREE
	NT	7:00	9:00	4	110
	WKN OffPk	9:00	12:30	6	130
	WKN	12:30	18:00	5	130
	NT	18:00	21:00	4	110
	FREE	21:00	0:00	-	FREE
Sunday	FREE	0:00	9:00	-	FREE
	NT	9:00	11:00	4	110
	WKN OffPk	11:00	17:30	6	130
	NT	17:30	21:00	4	110
	FREE	21:00	0:00	-	FREE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION - DISTRICT TWO
US 441 - Signal Retiming
City of Alachua

Designed By:	J.M.		Section	26020000	Mile Post	18.481	Node	3					
Date:	4/19/2019		Sig ID	160	Controller	Naztec 900 TS2	System ID						
Checked By:	R.A.A		Maj. Street	US 441	Orientation	N-S	SOP	10					
Date:	4/19/2019		Min. Street	NW 147th Dr	Orientation	E-W							
Pedestrians													
Movement # Phase Ø)	(Controller	1	2	3	4	5	6	7	8	Notes			
Direction		SBL	NB	WBL	EB	NBL	SB	EBL	WB				
Speed Limit (mph)		45	45	25	30	45	45	30	25				
Vehicle Traversed Width		116	111	109	130	104	109	115	128				
Approach Grades		0.3%	-0.9%	-7.2%	-4.4%	-0.9%	0.3%	-4.4%	-7.2%				
Ped-X (curb to curb)			95		106		64		106				
Crossing Time			28		31		19		31				
Ped-X (button to curb)			6		12		13		13				
Ped-X (button to far curb)			101		118		77		119				
Crossing Time (to far curb)			34		40		26		40				
Controller Timings (seconds)													
Movement # Phase Ø)	(Controller	1	2	3	4	5	6	7	8	Notes			
Direction		SBL	NB	WBL	EB	NBL	SB	EBL	WB				
Turn Type		Prot/Perm		Prot/Perm		Prot/Perm		Prot/Perm					
Min Green		4	20	4	6	4	20	4	6				
Ext		2.0	3.5	2.0	3.0	2.0	3.5	2.0	3.0				
Yellow Change Interval		4.8	4.9	3.8	4.0	4.9	4.8	4.0	3.8				
Red Clearance Interval		2.0	2.0	2.6	2.5	2.0	2.0	2.1	3.1				
Max I		15	50	15	30	15	50	15	30				
Max II													
Walk			7		7		7		7				
Flashing Don't Walk			28		31		19		31				
Min Splits		11.0	42.0	11.0	45.0	11.0	33.0	11.0	45.0				
Detector Memory			ON				ON						
Det. Cross Switch.		ON		ON		ON		ON					
Recall			Min				Min						
CNA													
Coord Phase			YES										
Coordination Timings (seconds)													
Plan	Pattern	C-O-S	Splits								Cycle Length	Offset	Seq
AM	1		18	75	19	18	18	75	19	18	130	37	1
MIDDAY	2		18	74	18	20	18	74	20	18	130	93	1
PM	3		18	71	19	52	22	67	26	45	160	1	1
PM Alt	7		18	63	18	51	22	59	24	45	150	35	1
NT	4		18	55	19	18	18	55	19	18	110	10	1
WKN	5		18	49	19	44	18	49	18	45	130	99	1
WKN OffPk	6		22	69	19	20	18	73	19	20	130	99	1

Notes

- Offset referenced to end of first through movement 2 & 6
- Program float force-offs
- Program Max Inhibit during coordination

	All Patterns							
Ring-1	1	2	3	4				
Ring-2	5	6	7	8				

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION - DISTRICT TWO
US 441 - Signal Retiming
City of Alachua

Designed By:	J.M.		Section	26020000		Mile Post	17.962		Node	1			
Date:	4/19/2019		Sig ID	175		Controller	Naztec 900 TS2		System ID				
Checked By:	R.A.A		Maj. Street	US 441		Orientation	N-S		SOP	10			
Date:	4/19/2019		Min. Street	NW 140th St/CR 235		Orientation	E-W						
Pedestrians													
Movement # Phase Ø)	(Controller	1	2	3	4	5	6	7	8	Notes			
Direction		SBL	NB	WBL	EB	NBL	SB	EBL	WB				
Speed Limit (mph)		45	45	30	30	45	45	30	30				
Vehicle Traversed Width		96	126	171	161	135	149	173	170				
Approach Grades		-1.0%	0.6%	-7.0%	4.5%	0.6%	-1.0%	4.5%	-7.0%				
Ped-X (curb to curb)			83		116		63		105				
Crossing Time			24		34		18		30				
Ped-X (button to curb)			14		12		16		11				
Ped-X (button to far curb)			97		128		79		116				
Crossing Time (to far curb)			33		43		27		39				
Controller Timings (seconds)													
Movement # Phase Ø)	(Controller	1	2	3	4	5	6	7	8	Notes			
Direction		SBL	NB	WBL	EB	NBL	SB	EBL	WB				
Turn Type		Prot/Perm		Prot/Perm		Prot/Perm		Prot/Perm					
Min Green		4	15	4	6	4	15	4	6				
Ext		2.0	3.5	2.0	9.0	2.0	3.5	2.0	9.0				
Yellow Change Interval		4.9	4.8	4.3	3.7	4.8	4.9	3.7	4.3				
Red Clearance Interval		2.0	2.0	3.4	3.2	2.0	2.0	3.4	3.4				
Max I		25	50	20	35	25	50	20	35				
Max II													
Walk			7		7		7		7				
Flashing Don't Walk			24		34		18		30				
Min Splits		11.0	38.0	12.0	48.0	11.0	32.0	12.0	45.0				
Detector Memory			ON		ON		ON						
Det. Cross Switch.		ON		ON		ON		ON					
Recall			Max				Max		Min				
CNA													
Coord Phase			YES										
Coordination Timings (seconds)													
Plan	Pattern	C-O-S	Splits								Cycle Length	Offset	Seq
AM	1		18	57	20	35	20	55	20	35	130	88	1
MIDDAY	2		18	56	18	38	18	56	19	37	130	19	1
PM	3		18	74	20	48	24	68	23	45	160	150	1
PM Alt	7		18	66	18	48	20	64	21	45	150	147	1
NT	4		18	48	18	26	18	48	21	23	110	73	1
WKN	5		18	57	22	33	18	57	33	22	130	60	1
WKN OffPk	6		19	44	19	48	18	45	22	45	130	60	1

Notes

- Offset referenced to end of first through movement 2 & 6
- Program Max inhibit during coordination
- Program float force-offs

All Patterns			
Ring-1	1	2	3 4
Ring-2	5	6	7 8

APPENDIX F

SIGNALIZED INTERSECTION CAPACITY CALCULATIONS



AM PEAK HOUR

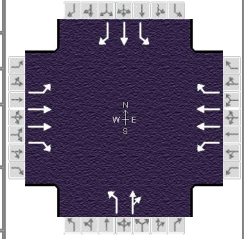
HCS7 Signalized Intersection Results Summary

General Information

Agency	BUCKHOLZ TRAFFIC
Analyst	J. Buckholz
Jurisdiction	Alachua County
Urban Street	US 441
Intersection	US 441/NW 147th Drive
Project Description	2019 AM Peak Hour Traffic

Intersection Information

Duration, h	0.25
Area Type	Other
PHF	0.89
Analysis Period	1> 7:15
File Name	Ex_2019_AM_US441_NW147.xus



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	49	1048	66	34	675	59	93	10	65	38	8	48

Signal Information

Cycle, s	150.0	Reference Phase	2	
----------	-------	-----------------	---	---

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	3.0	1.1	3.0	1.1	4.0	1.1	3.0
Phase Duration, s	10.5	109.3	10.0	108.8	16.6	20.0	10.7	14.1
Change Period, (Y+R c), s	6.9	6.9	6.8	6.9	6.4	7.1	6.1	7.1
Max Allow Headway (MAH), s	2.9	0.0	2.9	0.0	3.0	4.2	3.0	4.2
Queue Clearance Time (g s), s	3.5		3.0		10.3	9.7	5.5	6.9
Green Extension Time (g e), s	0.1	0.0	0.0	0.0	0.1	0.2	0.0	0.1
Phase Call Probability	0.90		0.80		0.99	1.00	0.83	1.00
Max Out Probability	0.00		0.00		0.04	0.00	0.00	0.00

Movement Group Results

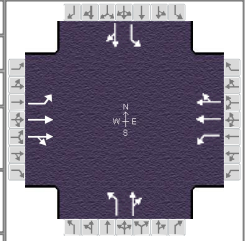
	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	55	1178	66	38	758	60	104	84		43	9	48
Adjusted Saturation Flow Rate (s), veh/h/ln	1682	1724	1510	1810	1710	1422	1767	1579		1739	1707	1447
Queue Service Time (g s), s	1.5	8.4	2.2	1.0	4.5	2.1	8.3	7.7		3.5	0.8	4.9
Cycle Queue Clearance Time (g c), s	1.5	8.4	2.2	1.0	4.5	2.1	8.3	7.7		3.5	0.8	4.9
Green Ratio (g/C)	0.70	0.68	0.68	0.70	0.68	0.68	0.12	0.09		0.08	0.05	0.05
Capacity (c), veh/h	522	2354	1031	383	2323	966	226	136		128	80	68
Volume-to-Capacity Ratio (X)	0.106	0.500	0.064	0.100	0.326	0.062	0.462	0.619		0.332	0.112	0.712
Back of Queue (Q), ft/ln (95 th percentile)	24.4	95.5	33.6	15.8	61.2	32.3	173.2	154.6		73.7	17.2	103.4
Back of Queue (Q), veh/ln (95 th percentile)	0.9	3.6	1.3	0.6	2.3	1.2	6.8	5.9		2.8	0.6	3.7
Queue Storage Ratio (RQ) (95 th percentile)	0.08	0.00	0.13	0.08	0.00	0.00	0.00	1.03		0.33	0.00	0.26
Uniform Delay (d 1), s/veh	6.9	2.5	7.9	7.2	2.5	8.1	61.1	66.2		65.5	68.5	70.5
Incremental Delay (d 2), s/veh	0.0	0.8	0.1	0.0	0.4	0.1	0.5	4.5		0.6	0.6	12.9
Initial Queue Delay (d 3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	6.9	3.3	8.0	7.3	2.9	8.2	61.6	70.7		66.1	69.1	83.4
Level of Service (LOS)	A	A	A	A	A	A	E	E		E	E	F
Approach Delay, s/veh / LOS	3.7		A	3.4		A	65.7		E	74.7		E
Intersection Delay, s/veh / LOS	11.3						B					

Multimodal Results

	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	BUCKHOLZ TRAFFIC			Duration, h	0.25
Analyst	J. Buckholz	Analysis Date	2/22/2015	Area Type	Other
Jurisdiction	Alachua County	Time Period	Weekday AM Peak Hour	PHF	0.90
Urban Street	US 441	Analysis Year	2019 Existing Traffic	Analysis Period	1> 7:15
Intersection	US 441/CR 235	File Name	Ex_2019_AM_US441_CR235.xus		
Project Description	2019 AM Peak Hour Traffic				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	63	1048	11	99	460	50	104	141	82	113	214	38

Signal Information												
Cycle, s	120.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On	Green	3.9	2.0	61.9	8.4	0.3	22.9		
				Yellow	4.0	0.0	4.5	4.0	0.0	4.0		
Force Mode	Fixed	Simult. Gap N/S	Off	Red	1.0	0.0	1.0	1.0	0.0	1.0		

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Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	8.9	67.4	10.9	69.4	13.4	27.9	13.8	28.2
Change Period, (Y+R _c), s	5.0	5.5	5.0	5.5	5.0	5.0	5.0	5.0
Max Allow Headway (MAH), s	2.9	0.0	2.9	0.0	3.0	5.0	3.0	4.9
Queue Clearance Time (g _s), s	4.2		5.9		8.6	20.3	8.9	22.0
Green Extension Time (g _e), s	0.1	0.0	0.1	0.0	0.0	1.1	0.0	1.2
Phase Call Probability	0.90		0.97		0.98	1.00	0.98	1.00
Max Out Probability	0.00		0.00		1.00	0.01	1.00	0.02

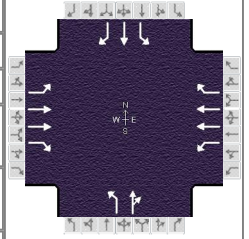
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	70	589	587	110	287	279	116	248		126	280	
Adjusted Saturation Flow Rate (s), veh/h/ln	1767	1826	1819	1570	1811	1748	1668	1560		1739	1633	
Queue Service Time (g_s), s	2.2	21.2	21.4	3.9	10.6	10.7	6.6	18.3		6.9	20.0	
Cycle Queue Clearance Time (g_c), s	2.2	21.2	21.4	3.9	10.6	10.7	6.6	18.3		6.9	20.0	
Green Ratio (g/C)	0.55	0.52	0.52	0.57	0.53	0.53	0.26	0.19		0.26	0.19	
Capacity (c), veh/h	475	942	939	279	965	931	188	298		229	316	
Volume-to-Capacity Ratio (X)	0.147	0.626	0.626	0.394	0.298	0.300	0.615	0.832		0.548	0.886	
Back of Queue (Q), ft/ln (95 th percentile)	38.8	289.6	298.3	67.1	202.3	212	135.2	351		139	400.8	
Back of Queue (Q), veh/ln (95 th percentile)	1.5	11.1	11.2	2.4	7.7	7.6	5.0	12.4		5.3	14.3	
Queue Storage Ratio (RQ) (95 th percentile)	0.19	0.00	0.00	0.45	0.00	0.00	0.90	0.00		0.93	0.00	
Uniform Delay (d_1), s/veh	13.3	12.4	12.5	14.8	15.6	15.6	37.3	46.7		36.6	47.1	
Incremental Delay (d_2), s/veh	0.1	3.1	3.1	0.3	0.8	0.8	1.7	9.2		0.8	13.7	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	13.3	15.5	15.7	15.1	16.4	16.4	39.0	55.9		37.4	60.8	
Level of Service (LOS)	B	B	B	B	B	B	D	E		D	E	
Approach Delay, s/veh / LOS	15.5	B		16.2	B		50.5	D		53.6	D	
Intersection Delay, s/veh / LOS	26.1						C					

Multimodal Results	EB			WB			NB			SB		
Pedestrian LOS Score / LOS												
Bicycle LOS Score / LOS												

HCS7 Signalized Intersection Results Summary

General Information

Agency	BUCKHOLZ TRAFFIC			Duration, h	0.25
Analyst	J. Buckholz	Analysis Date	2/22/2015	Area Type	Other
Jurisdiction	Alachua County	Time Period	Weekday AM Peak Hour	PHF	0.89
Urban Street	US 441	Analysis Year	2028 BUILD Traffic	Analysis Period	1> 7:15
Intersection	US 441/NW 147th Drive	File Name	2028_B_AM_US441_NW147.xus		
Project Description	2028 AM BUILD Peak Hour Traffic				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	99	1609	101	53	1035	113	143	20	99	131	23	146

Signal Information

Cycle, s	130.0	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	No	Simult. Gap E/W	On								
Force Mode	Fixed	Simult. Gap N/S	Off								
				Green	3.5	1.9	73.8	11.8	0.2	11.4	
				Yellow	4.9	0.0	4.9	3.8	0.0	4.0	
				Red	2.0	0.0	2.0	2.6	0.0	3.1	

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	3.0	1.1	3.0	1.1	4.0	1.1	3.0
Phase Duration, s	12.3	82.6	10.4	80.7	18.5	18.8	18.2	18.5
Change Period, (Y+R c), s	6.8	6.9	6.9	6.9	5.9	7.1	6.4	7.1
Max Allow Headway (MAH), s	2.9	0.0	2.9	0.0	3.0	4.2	3.0	4.2
Queue Clearance Time (g s), s	5.6		3.8		12.6	12.9	11.9	13.4
Green Extension Time (g e), s	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.98		0.88		1.00	1.00	1.00	1.00
Max Out Probability	0.02		0.00		1.00	1.00	1.00	1.00

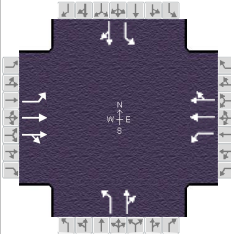
Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	111	1808	102	60	1163	115	161	134		147	26	147
Adjusted Saturation Flow Rate (s), veh/h/ln	1682	1724	1510	1810	1710	1422	1767	1588		1739	1707	1447
Queue Service Time (g s), s	3.6	50.7	3.9	1.8	19.7	4.9	10.6	10.9		9.9	1.8	11.4
Cycle Queue Clearance Time (g c), s	3.6	50.7	3.9	1.8	19.7	4.9	10.6	10.9		9.9	1.8	11.4
Green Ratio (g/C)	0.61	0.58	0.58	0.59	0.57	0.57	0.18	0.09		0.18	0.09	0.09
Capacity (c), veh/h	317	2007	879	151	1940	807	328	143		214	150	127
Volume-to-Capacity Ratio (X)	0.351	0.901	0.116	0.394	0.599	0.142	0.490	0.938		0.689	0.172	1.158
Back of Queue (Q), ft/ln (95 th percentile)	61.3	463.6	63.7	37.8	237.6	79.9	212.2	282.1		214.1	40.3	394.2
Back of Queue (Q), veh/ln (95 th percentile)	2.3	17.7	2.4	1.5	9.0	2.9	8.3	10.8		8.2	1.5	14.3
Queue Storage Ratio (RQ) (95 th percentile)	0.20	0.00	0.25	0.19	0.00	0.00	0.00	1.88		0.95	0.00	0.99
Uniform Delay (d 1), s/veh	12.6	11.8	12.2	23.9	9.2	13.2	47.6	58.8		48.4	54.9	59.3
Incremental Delay (d 2), s/veh	0.2	7.0	0.3	0.6	1.4	0.4	0.4	56.8		6.6	0.5	128.5
Initial Queue Delay (d 3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	12.8	18.8	12.4	24.5	10.6	13.6	48.0	115.6		55.0	55.5	187.8
Level of Service (LOS)	B	B	B	C	B	B	D	F		D	E	F
Approach Delay, s/veh / LOS	18.1		B	11.5		B	78.7		E	116.0		F
Intersection Delay, s/veh / LOS	28.3						C					

Multimodal Results

	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

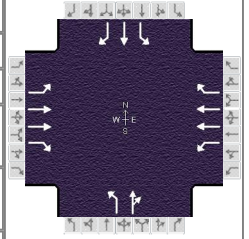
HCS7 Signalized Intersection Results Summary

General Information					Intersection Information														
Agency	BUCKHOLZ TRAFFIC					Duration, h		0.25											
Analyst	J. Buckholz	Analysis Date	2/22/2015		Area Type		Other												
Jurisdiction	Alachua County	Time Period	Weekday AM Peak Hour		PHF		0.90												
Urban Street	US 441	Analysis Year	2028 BUILD Traffic		Analysis Period		1> 7:15												
Intersection	US 441/CR 235	File Name	2028_B_AM_US441_CR235.xus																
Project Description	2028 AM BUILD Peak Hour Traffic																		
																			
Demand Information				EB			WB			NB			SB						
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R				
Demand (v), veh/h				102	1771	25	161	768	91	173	252	133	223	412	62				
Signal Information																			
Cycle, s	130.0	Reference Phase	2																
Offset, s	0	Reference Point	End																
Uncoordinated	No	Simult. Gap E/W	On	Green	6.8	0.3	52.4	13.3	1.7	30.0									
				Yellow	4.0	4.0	4.5	4.0	0.0	4.0									
Force Mode	Fixed	Simult. Gap N/S	Off	Red	1.0	1.0	1.0	1.0	0.0	1.0									
Timer Results				EBL		EBT		WBL		WBT		NBL		NBT		SBL		SBT	
Assigned Phase				1		6		5		2		7		4		3		8	
Case Number				1.1		4.0		1.1		4.0		1.1		4.0		1.1		4.0	
Phase Duration, s				11.8		57.9		17.1		63.2		18.3		35.0		20.0		36.7	
Change Period, (Y+R c), s				5.0		5.5		5.0		5.5		5.0		5.0		5.0		5.0	
Max Allow Headway (MAH), s				2.9		0.0		2.9		0.0		3.0		5.0		3.0		4.9	
Queue Clearance Time (g s), s				6.8				12.0				13.3		32.0		16.3		33.7	
Green Extension Time (g e), s				0.1		0.0		0.1		0.0		0.1		0.0		0.0		0.0	
Phase Call Probability				0.98				1.00				1.00		1.00		1.00		1.00	
Max Out Probability				0.01				0.84				1.00		1.00		1.00		1.00	
Movement Group Results				EB			WB			NB			SB						
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R				
Assigned Movement				1	6	16	5	2	12	7	4	14	3	8	18				
Adjusted Flow Rate (v), veh/h				113	998	998	179	486	468	192	428		248	527					
Adjusted Saturation Flow Rate (s), veh/h/ln				1767	1826	1817	1570	1811	1743	1668	1566		1739	1639					
Queue Service Time (g s), s				4.8	52.4	52.4	10.0	26.5	26.5	11.3	30.0		14.3	31.7					
Cycle Queue Clearance Time (g c), s				4.8	52.4	52.4	10.0	26.5	26.5	11.3	30.0		14.3	31.7					
Green Ratio (g/C)				0.46	0.40	0.40	0.51	0.44	0.44	0.33	0.23		0.35	0.24					
Capacity (c), veh/h				279	737	733	201	804	774	226	361		256	399					
Volume-to-Capacity Ratio (X)				0.407	1.354	1.361	0.891	0.605	0.605	0.849	1.184		0.968	1.319					
Back of Queue (Q), ft/ln (95 th percentile)				90.9	2055.6	2125	325.7	454.6	471.6	265.7	934.2		374.9	1284.7					
Back of Queue (Q), veh/ln (95 th percentile)				3.6	79.1	79.9	11.5	17.4	16.8	9.8	33.1		14.4	45.9					
Queue Storage Ratio (RQ) (95 th percentile)				0.45	0.00	0.00	2.17	0.00	0.00	1.77	0.00		2.50	0.00					
Uniform Delay (d 1), s/veh				23.2	30.0	30.3	36.8	27.5	27.5	36.1	50.0		36.6	49.2					
Incremental Delay (d 2), s/veh				0.4	168.3	171.3	26.3	3.4	3.5	20.2	107.5		46.9	160.2					
Initial Queue Delay (d 3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0					
Control Delay (d), s/veh				23.5	198.4	201.6	63.1	30.9	31.0	56.3	157.5		83.5	209.4					
Level of Service (LOS)				C	F	F	E	C	C	E	F		F	F					
Approach Delay, s/veh / LOS				190.5	F		36.0	D		126.1	F		169.1	F					
Intersection Delay, s/veh / LOS				140.6						F									
Multimodal Results				EB			WB			NB			SB						
Pedestrian LOS Score / LOS																			
Bicycle LOS Score / LOS																			

HCS7 Signalized Intersection Results Summary

General Information

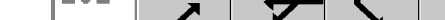
Agency	BUCKHOLZ TRAFFIC			Duration, h	0.25
Analyst	J. Buckholz	Analysis Date	2/22/2015	Area Type	Other
Jurisdiction	Alachua County	Time Period	Weekday AM Peak Hour	PHF	0.89
Urban Street	US 441	Analysis Year	2028 BUILD - OptimizedTimings	Analysis Period	1> 7:15
Intersection	US 441/NW 147th Drive	File Name	OPT_2028_B_AM_US441_NW147.xus		
Project Description	2028 AM BUILD Peak Hour Traffic				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	99	1609	101	53	1035	113	143	20	99	131	23	146

Signal Information

Cycle, s	130.0	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	No	Simult. Gap E/W	On								
Force Mode	Fixed	Simult. Gap N/S	Off								
				Green	3.6	2.3	69.4	11.7	0.3	15.6	
				Yellow	4.9	0.0	4.9	3.8	0.0	4.0	
				Red	2.0	0.0	2.0	2.6	0.0	3.1	

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	3.0	1.1	3.0	1.1	4.0	1.1	3.0
Phase Duration, s	12.7	78.5	10.5	76.3	18.3	22.9	18.1	22.7
Change Period, (Y+R c), s	6.8	6.9	6.9	6.9	5.9	7.1	6.4	7.1
Max Allow Headway (MAH), s	2.9	0.0	2.9	0.0	3.0	4.2	3.0	4.2
Queue Clearance Time (g s), s	5.9		3.9		12.2	12.5	11.5	15.0
Green Extension Time (g e), s	0.2	0.0	0.1	0.0	0.3	0.5	0.2	0.6
Phase Call Probability	0.98		0.88		1.00	1.00	1.00	1.00
Max Out Probability	0.00		0.00		0.00	0.00	0.00	0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	111	1808	102	60	1163	115	161	134		147	26	147
Adjusted Saturation Flow Rate (s), veh/h/ln	1682	1724	1510	1810	1710	1422	1767	1588		1739	1707	1447
Queue Service Time (g s), s	3.9	60.1	4.2	1.9	23.3	5.3	10.2	10.5		9.5	1.8	13.0
Cycle Queue Clearance Time (g c), s	3.9	60.1	4.2	1.9	23.3	5.3	10.2	10.5		9.5	1.8	13.0
Green Ratio (g/C)	0.58	0.55	0.55	0.56	0.53	0.53	0.22	0.12		0.21	0.12	0.12
Capacity (c), veh/h	293	1900	832	124	1825	759	370	194		243	205	173
Volume-to-Capacity Ratio (X)	0.379	0.951	0.123	0.480	0.637	0.151	0.434	0.691		0.606	0.126	0.849
Back of Queue (Q), ft/ln (95 th percentile)	67.8	643.6	69.7	43.8	281.3	87.8	205	205.4		195.7	38.5	248.7
Back of Queue (Q), veh/ln (95 th percentile)	2.5	24.6	2.6	1.8	10.7	3.1	8.0	7.9		7.5	1.4	9.0
Queue Storage Ratio (RQ) (95 th percentile)	0.23	0.00	0.28	0.22	0.00	0.00	0.00	1.37		0.87	0.00	0.62
Uniform Delay (d 1), s/veh	15.1	15.7	14.1	29.9	12.1	15.4	44.0	54.7		45.0	51.1	56.1
Incremental Delay (d 2), s/veh	0.3	12.0	0.3	1.1	1.7	0.4	0.3	4.4		0.9	0.3	10.8
Initial Queue Delay (d 3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	15.4	27.7	14.4	31.0	13.8	15.8	44.3	59.1		45.9	51.4	66.9
Level of Service (LOS)	B	C	B	C	B	B	D	E		D	D	E
Approach Delay, s/veh / LOS	26.3		C	14.8		B	51.0		D	56.0		E
Intersection Delay, s/veh / LOS	26.7						C					

Multimodal Results

	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

PM PEAK HOUR

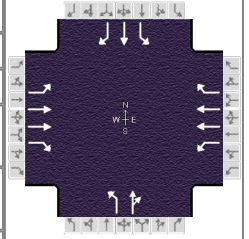
HCS7 Signalized Intersection Results Summary

General Information

Agency	BUCKHOLZ TRAFFIC
Analyst	J. Buckholz
Jurisdiction	Alachua County
Urban Street	US 441
Intersection	US 441/NW 147th Drive
Project Description	2019 PM Peak Hour Traffic

Intersection Information

Duration, h	0.25
Area Type	Other
PHF	0.93
Analysis Period	1> 16:45
File Name	Ex_2019_PM_US441_NW147.xus



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	78	711	127	98	1279	77	172	23	64	58	18	115

Signal Information

Cycle, s	160.0	Reference Phase	2											
Offset, s	0	Reference Point	End	Green	4.6	0.7	101.3	6.7	6.2	13.5				
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.9	0.0	4.9	4.0	0.0	4.0				
Force Mode	Fixed	Simult. Gap N/S	Off	Red	2.0	0.0	2.0	2.1	0.0	3.1				

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	3.0	1.1	3.0	1.1	4.0	1.1	3.0
Phase Duration, s	11.5	108.2	12.2	108.9	19.0	26.8	12.8	20.6
Change Period, (Y+R c), s	6.9	6.9	6.8	6.9	6.4	7.1	6.1	7.1
Max Allow Headway (MAH), s	2.9	0.0	2.9	0.0	3.0	4.1	3.0	4.2
Queue Clearance Time (g s), s	4.6		5.3		14.6	10.3	7.1	13.0
Green Extension Time (g e), s	0.1	0.0	0.1	0.0	0.0	0.3	0.1	0.4
Phase Call Probability	0.98		0.99		1.00	1.00	0.94	1.00
Max Out Probability	0.00		0.00		1.00	0.00	0.00	0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	84	765	123	105	1375	74	185	94		62	19	111
Adjusted Saturation Flow Rate (s), veh/h/ln	1795	1752	1585	1795	1752	1572	1781	1678		1781	1900	1585
Queue Service Time (g s), s	2.6	7.7	4.9	3.3	19.8	2.9	12.6	8.3		5.1	1.5	11.0
Cycle Queue Clearance Time (g c), s	2.6	7.7	4.9	3.3	19.8	2.9	12.6	8.3		5.1	1.5	11.0
Green Ratio (g/C)	0.66	0.63	0.63	0.67	0.64	0.64	0.17	0.12		0.13	0.08	0.08
Capacity (c), veh/h	296	2219	1004	520	2234	1002	289	206		196	160	133
Volume-to-Capacity Ratio (X)	0.283	0.344	0.122	0.203	0.616	0.074	0.639	0.453		0.318	0.121	0.831
Back of Queue (Q), ft/ln (95 th percentile)	46.3	111.6	80.4	57.3	211.5	46.9	57.6	164.9		107	34	218.7
Back of Queue (Q), veh/ln (95 th percentile)	1.8	4.3	3.2	2.3	8.2	1.8	2.3	6.6		4.2	1.4	8.6
Queue Storage Ratio (RQ) (95 th percentile)	0.15	0.00	0.32	0.29	0.00	0.00	0.00	1.10		0.48	0.00	0.55
Uniform Delay (d 1), s/veh	11.3	5.2	11.7	9.6	5.8	11.0	61.5	65.2		63.4	67.8	72.2
Incremental Delay (d 2), s/veh	0.2	0.4	0.2	0.1	1.3	0.1	3.6	1.6		0.3	0.3	12.3
Initial Queue Delay (d 3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	11.5	5.6	11.9	9.7	7.1	11.2	65.2	66.7		63.7	68.1	84.5
Level of Service (LOS)	B	A	B	A	A	B	E	E		E	E	F
Approach Delay, s/veh / LOS	6.9		A	7.5		A	65.7		E	76.1		E
Intersection Delay, s/veh / LOS	17.1						B					

Multimodal Results

	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

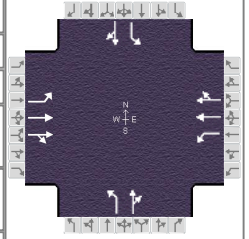
HCS7 Signalized Intersection Results Summary

General Information

Agency	BUCKHOLZ TRAFFIC
Analyst	J. Buckholz
Jurisdiction	Alachua County
Urban Street	US 441
Intersection	US 441/CR 235
Project Description	2019 PM Peak Hour Traffic

Intersection Information

Duration, h	0.25
Area Type	Other
PHF	0.92
Analysis Period	1 > 16:45
File Name	Ex_2019_PM_US441_CR235.xus



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	151	519	162	166	1176	88	136	150	77	61	156	82

Signal Information

Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	Off

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	12.3	67.3	13.0	68.0	14.0	29.7	10.0	25.7
Change Period, (Y+R _c), s	5.0	5.5	5.0	5.5	5.0	5.0	5.0	5.0
Max Allow Headway (MAH), s	2.9	0.0	2.9	0.0	3.0	5.0	3.0	5.0
Queue Clearance Time (g _s), s	7.1		7.8		10.3	19.0	5.6	19.6
Green Extension Time (g _e), s	0.2	0.0	0.2	0.0	0.0	1.2	0.0	1.1
Phase Call Probability	1.00		1.00		0.99	1.00	0.89	1.00
Max Out Probability	0.00		0.00		1.00	0.00	0.50	0.01

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	164	385	355	180	694	680	148	247		66	259	
Adjusted Saturation Flow Rate (s), veh/h/ln	1795	1856	1704	1739	1856	1810	1731	1629		1813	1722	
Queue Service Time (g _s), s	5.1	10.8	13.2	5.8	34.3	34.6	8.3	17.0		3.6	17.6	
Cycle Queue Clearance Time (g _c), s	5.1	10.8	13.2	5.8	34.3	34.6	8.3	17.0		3.6	17.6	
Green Ratio (g/C)	0.58	0.52	0.52	0.58	0.52	0.52	0.26	0.21		0.21	0.17	
Capacity (c), veh/h	255	956	877	460	967	943	218	335		190	297	
Volume-to-Capacity Ratio (X)	0.643	0.403	0.405	0.392	0.718	0.721	0.678	0.736		0.349	0.872	
Back of Queue (Q), ft/ln (95 th percentile)	89.7	182	221.9	98.6	546.4	589.2	183.2	315.8		76	358.9	
Back of Queue (Q), veh/ln (95 th percentile)	3.6	7.1	8.3	3.8	21.3	21.0	7.1	11.7		2.9	13.3	
Queue Storage Ratio (RQ) (95 th percentile)	0.45	0.00	0.00	0.66	0.00	0.00	1.22	0.00		0.51	0.00	
Uniform Delay (d ₁), s/veh	21.0	10.8	14.2	12.7	22.0	22.0	38.0	44.6		39.5	48.4	
Incremental Delay (d ₂), s/veh	1.0	1.3	1.4	0.2	4.6	4.8	6.7	4.4		0.4	12.0	
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	22.0	12.1	15.6	12.9	26.6	26.8	44.7	49.0		39.9	60.3	
Level of Service (LOS)	C	B	B	B	C	C	D	D		D	E	
Approach Delay, s/veh / LOS	15.3		B	25.1		C	47.4		D	56.2		E
Intersection Delay, s/veh / LOS	28.2						C					

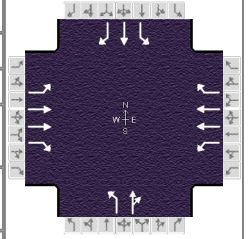
Multimodal Results

	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

HCS7 Signalized Intersection Results Summary

General Information

Agency	BUCKHOLZ TRAFFIC			Duration, h	0.25
Analyst	J. Buckholz	Analysis Date	2/22/2015	Area Type	Other
Jurisdiction	Alachua County	Time Period	Weekday PM Peak Hour	PHF	0.93
Urban Street	US 441	Analysis Year	2028 BUILD Traffic	Analysis Period	1> 16:45
Intersection	US 441/NW 147th Drive	File Name	2028_B_PM_US441_NW147.xus		
Project Description	2028 PM BUILD Peak Hour Traffic				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	199	1091	195	150	1962	187	264	54	98	128	39	224

Signal Information

Cycle, s	160.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	Off

Green	9.9	0.3	71.8	12.3	1.2	24.3						
Yellow	4.8	4.9	4.9	4.0	3.8	4.0						
Red	2.0	2.0	2.0	2.1	2.6	3.1						

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	3.0	1.1	3.0	1.1	4.0	1.1	3.0
Phase Duration, s	23.9	85.9	16.7	78.7	26.0	39.0	18.4	31.4
Change Period, (Y+R c), s	6.9	6.9	6.8	6.9	6.4	7.1	6.1	7.1
Max Allow Headway (MAH), s	2.9	0.0	2.9	0.0	3.0	4.1	3.0	4.2
Queue Clearance Time (g s), s	16.8		9.7		21.6	15.6	12.3	23.5
Green Extension Time (g e), s	0.2	0.0	0.2	0.0	0.0	0.5	0.0	0.8
Phase Call Probability	1.00		1.00		1.00	1.00	1.00	1.00
Max Out Probability	0.00		0.00		1.00	0.00	1.00	0.00

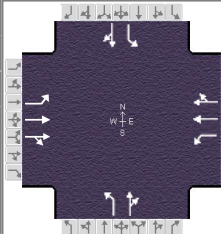
Movement Group Results

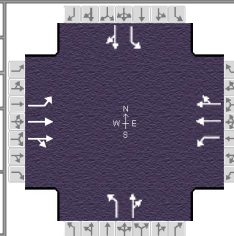
	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	214	1173	188	161	2110	181	284	163		138	42	217
Adjusted Saturation Flow Rate (s), veh/h/ln	1795	1752	1585	1795	1752	1572	1781	1702		1781	1900	1585
Queue Service Time (g s), s	14.8	33.1	10.9	7.7	71.8	11.4	19.6	13.6		10.3	3.1	21.5
Cycle Queue Clearance Time (g c), s	14.8	33.1	10.9	7.7	71.8	11.4	19.6	13.6		10.3	3.1	21.5
Green Ratio (g/C)	0.57	0.49	0.49	0.51	0.45	0.45	0.29	0.20		0.23	0.15	0.15
Capacity (c), veh/h	236	1730	782	289	1573	706	444	339		307	289	241
Volume-to-Capacity Ratio (X)	0.908	0.678	0.241	0.559	1.341	0.256	0.639	0.482		0.449	0.145	0.902
Back of Queue (Q), ft/ln (95 th percentile)	376.3	442.8	192	148.2	2280.1	202.2	37.9	250.9		209.8	68	382
Back of Queue (Q), veh/ln (95 th percentile)	14.9	17.2	7.6	5.9	88.4	7.9	1.5	10.0		8.3	2.7	15.0
Queue Storage Ratio (RQ) (95 th percentile)	1.25	0.00	0.77	0.74	0.00	0.00	0.00	1.67		0.93	0.00	0.95
Uniform Delay (d 1), s/veh	54.4	19.5	23.3	24.7	32.1	27.5	48.9	56.7		51.8	58.8	66.7
Incremental Delay (d 2), s/veh	19.6	2.2	0.7	0.6	158.0	0.9	2.4	1.1		0.4	0.2	16.9
Initial Queue Delay (d 3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	74.0	21.7	24.0	25.3	190.1	28.3	51.3	57.8		52.2	59.1	83.5
Level of Service (LOS)	E	C	C	C	F	C	D	E		D	E	F
Approach Delay, s/veh / LOS	29.1	C		167.4	F		53.7	D		70.1	E	
Intersection Delay, s/veh / LOS	104.3						F					

Multimodal Results

	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				

HCS7 Signalized Intersection Results Summary

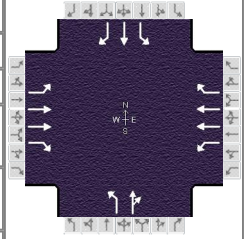
General Information				Intersection Information											
Agency	BUCKHOLZ TRAFFIC						Duration, h		0.25						
Analyst	J. Buckholz	Analysis Date	2/22/2015		Area Type		Other								
Jurisdiction	Alachua County	Time Period	Weekday PM Peak Hour		PHF		0.92								
Urban Street	US 441	Analysis Year	2028 BUILD Traffic		Analysis Period		1> 16:45								
Intersection	US 441/CR 235	File Name	2028_B_PM_US441_CR235.xus												
Project Description	2028 PM BUILD Peak Hour Traffic														
															
Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				246	872	271	270	1975	185	230	313	126	120	298	133
Signal Information															
Cycle, s	160.0	Reference Phase	2												
Offset, s	0	Reference Point	End	Green	11.1	6.0	61.1	10.7	4.6	37.3					
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.9	0.0	4.9	4.3	0.0	4.3					
Force Mode	Fixed	Simult. Gap N/S	Off	Red	2.0	0.0	2.0	3.4	0.0	3.4					
Timer Results				EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase				1	6	5	2	7	4	3	8				
Case Number				1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0				
Phase Duration, s				18.0	68.0	24.0	74.0	23.0	49.6	18.4	45.0				
Change Period, (Y+R c), s				6.9	6.9	6.8	6.9	7.1	7.7	7.7	7.7				
Max Allow Headway (MAH), s				2.9	0.0	2.9	0.0	3.0	10.0	3.0	10.0				
Queue Clearance Time (g s), s				13.1		19.2		17.9	43.9	10.7	39.3				
Green Extension Time (g e), s				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Phase Call Probability				1.00		1.00		1.00	1.00	1.00	1.00				
Max Out Probability				1.00		1.00		1.00	1.00	1.00	1.00				
Movement Group Results				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement				1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h				267	646	597	293	1174	1174	250	477		130	468	
Adjusted Saturation Flow Rate (s), veh/h/ln				1795	1856	1704	1739	1856	1800	1731	1643		1813	1732	
Queue Service Time (g s), s				11.1	51.0	52.5	17.2	67.1	67.1	15.9	41.9		8.7	37.3	
Cycle Queue Clearance Time (g c), s				11.1	51.0	52.5	17.2	67.1	67.1	15.9	41.9		8.7	37.3	
Green Ratio (g/C)				0.45	0.38	0.38	0.50	0.42	0.42	0.33	0.26		0.30	0.23	
Capacity (c), veh/h				170	709	651	255	778	755	217	431		166	404	
Volume-to-Capacity Ratio (X)				1.577	0.911	0.917	1.149	1.509	1.555	1.152	1.108		0.786	1.160	
Back of Queue (Q), ft/ln (95 th percentile)				799.1	822.8	859.5	678.5	3112.6	3518.2	600.9	1005.7		265.6	1050.3	
Back of Queue (Q), veh/ln (95 th percentile)				31.7	32.1	32.3	26.1	121.6	125.6	23.3	37.2		10.2	38.9	
Queue Storage Ratio (RQ) (95 th percentile)				4.00	0.00	0.00	4.52	0.00	0.00	4.01	0.00		1.77	0.00	
Uniform Delay (d 1), s/veh				49.7	36.8	41.9	47.1	46.5	46.5	48.3	59.0		46.6	61.4	
Incremental Delay (d 2), s/veh				286.0	18.0	19.9	102.6	235.5	256.3	108.2	76.1		15.8	96.2	
Initial Queue Delay (d 3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh				335.7	54.8	61.8	149.7	282.0	302.7	156.5	135.2		62.4	157.5	
Level of Service (LOS)				F	D	E	F	F	F	F	F		E	F	
Approach Delay, s/veh / LOS				107.3		F		276.5		F		142.5		F	
Intersection Delay, s/veh / LOS				196.8						F					
Multimodal Results				EB			WB			NB			SB		
Pedestrian LOS Score / LOS															
Bicycle LOS Score / LOS															



HCS7 Signalized Intersection Results Summary

General Information

Agency	BUCKHOLZ TRAFFIC			Duration, h	0.25
Analyst	J. Buckholz	Analysis Date	2/22/2015	Area Type	Other
Jurisdiction	Alachua County	Time Period	Weekday PM Peak Hour	PHF	0.93
Urban Street	US 441	Analysis Year	2028 BUILD - OptimizedTimings	Analysis Period	16:45 - 18:00
Intersection	US 441/NW 147th Drive	File Name	OPT_2028_B_PM_US441_NW147.xus		
Project Description	2028 PM BUILD Peak Hour Traffic				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	199	1091	195	150	1962	187	264	54	98	128	39	224

Signal Information

Cycle, s	160.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	Off

Green	9.2	1.0	79.6	11.6	0.5	23.9
Yellow	4.8	4.9	4.9	3.8	0.0	4.0
Red	2.0	2.0	2.0	2.6	0.0	3.1

Timer Results

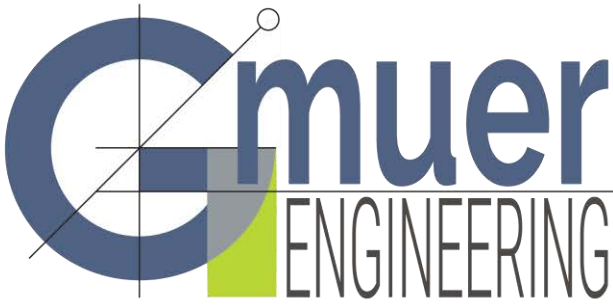
	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	3.0	1.1	3.0	1.1	4.0	1.1	3.0
Phase Duration, s	24.0	94.4	16.0	86.5	18.0	31.0	18.5	31.5
Change Period, (Y+R c), s	6.9	6.9	6.8	6.9	6.4	7.1	6.1	7.1
Max Allow Headway (MAH), s	2.9	0.0	2.9	0.0	3.0	4.1	3.0	4.2
Queue Clearance Time (g s), s	16.8		9.0		13.6	16.5	12.4	23.5
Green Extension Time (g e), s	0.3	0.0	0.2	0.0	0.0	0.6	0.1	0.9
Phase Call Probability	1.00		1.00		1.00	1.00	1.00	1.00
Max Out Probability	0.00		0.00		1.00	0.00	0.00	0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	214	1173	188	161	2110	181	284	163		138	42	217
Adjusted Saturation Flow Rate (s), veh/h/ln	1795	1752	1585	1795	1752	1572	1781	1702		1781	1900	1585
Queue Service Time (g s), s	14.8	26.2	9.8	7.0	79.6	10.4	11.6	14.5		10.4	3.1	21.5
Cycle Queue Clearance Time (g c), s	14.8	26.2	9.8	7.0	79.6	10.4	11.6	14.5		10.4	3.1	21.5
Green Ratio (g/C)	0.62	0.55	0.55	0.56	0.50	0.50	0.22	0.15		0.23	0.15	0.15
Capacity (c), veh/h	237	1917	867	327	1743	782	340	254		256	290	242
Volume-to-Capacity Ratio (X)	0.904	0.612	0.217	0.493	1.210	0.231	0.836	0.643		0.538	0.144	0.897
Back of Queue (Q), ft/ln (95 th percentile)	345.9	329.1	168.1	131.8	1851.9	183.4	294.5	267.1		210.7	67.9	369.8
Back of Queue (Q), veh/ln (95 th percentile)	13.7	12.8	6.6	5.2	71.8	7.2	11.6	10.7		8.3	2.7	14.6
Queue Storage Ratio (RQ) (95 th percentile)	1.15	0.00	0.67	0.66	0.00	0.00	0.00	1.78		0.94	0.00	0.92
Uniform Delay (d 1), s/veh	56.0	13.4	18.6	19.3	27.0	22.8	60.9	64.0		52.5	58.7	66.5
Incremental Delay (d 2), s/veh	5.1	1.5	0.6	0.4	100.3	0.7	15.6	2.7		0.7	0.2	11.2
Initial Queue Delay (d 3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	61.1	14.8	19.2	19.8	127.2	23.5	76.5	66.7		53.2	58.9	77.8
Level of Service (LOS)	E	B	B	B	F	C	E	E		D	E	E
Approach Delay, s/veh / LOS	21.6		C	112.5		F	72.9		E	67.3		E
Intersection Delay, s/veh / LOS	75.8						E					

Multimodal Results

	EB	WB	NB	SB
Pedestrian LOS Score / LOS				
Bicycle LOS Score / LOS				



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December 9, 2019

City of Alachua Planning & Zoning
15100 NW 142nd Terr
Alachua, FL 32615

Re: Tara Baywood – Concurrency Impact Analysis

Tara Baywood is a proposed 211-unit townhouse neighborhood development located north of Lowes generally northwest of the intersection of NW 147th Drive and NW 161st Ave / TP# 03067-006-000. The following is a Concurrency Impact Analysis for this development and is submitted in accordance with the City of Alachua Preliminary Plat requirements. The analysis includes impacts to roads, recreation facilities, potable water facilities, sanitary sewer facilities, and solid waste facilities.

A Grading and Drainage Plan and Stormwater Management Report is included as part of the development plan application. The site will convey runoff via a combination of curbs, gutters, and swales to the proposed stormwater management facilities. The treated storm water will discharge at a rate below predevelopment flows and will roughly mimic existing drainage patterns. The design is consistent with LOS standards provided in the City's Comprehensive Plan Community Facilities and Natural Groundwater Aquifer Recharge Element Policy 3.1.a, and the Suwannee River Water Management District.

Park and Recreation Facilities

Policy 1.2.b of the Recreation Element of the Comprehensive Plan establishes a LOS Standard for recreational facilities of five (5) acres of community, neighborhood, or pocket park area per 1,000 persons, with a minimum of 20 percent of the required acreage consisting of improved, passive parks. Using 2.34 for the [Average Household Size in Alachua County](#)¹ 211 lots gives an estimated population of 494. At 5 acres/1000 persons, the required acreage of improved passive park is 2.47 acres, well below the 66.26 Available Recreation Acreage (see Table 4.5 below). Further, the proposed development

¹ University of Florida College of Liberal Arts and Sciences Bureau of Economic and Business Research; Household Size in Florida: April 1, 2016; *Florida Population Studies*, Volume 50, Bulletin 176, December 2016

includes roughly 10 acres of common area or open space and is within one mile of Mebane High School and Maude Lewis Park and their combined 8.5 acres of public recreational facilities.

Table 4.5 Recreational Public Facilities Impacts	
System Category	Acreage
Existing City of Alachua Recreation Acreage ¹	117.65
Acreage Required to Serve Existing Population ²	50.78
Reserved Capacity ¹	0.62
Available Recreation Acreage	66.26
<i>1. City of Alachua May 2019 Development Monitoring Report</i> <i>2. Bureau of Economic & Business Research, University of Florida, Estimates of Population by County and City in Florida (2019); Policy 1.2.b, Recreation Element.</i> <i>Formula: 10,155 persons / (5 acres / 1,000 persons)</i>	

Conclusion: The required 2.47 acres of improved passive park is well below the available capacity of 66.26 as identified in the 2019 Annual Concurrency Status Report and the proposed development will not cause adopted LOS standards to be exceeded.

Transportation

Trip Generation Calculations per ITE Trip Generation 10th Edition

Land Use (ITE)	Units	AADT	AM Peak	PM Peak
Multifamily Housing (Low-Rise) (220)	211	1570	98	116

Public facility capacities are based on the City of Alachua's 2019 Annual Concurrency Status Report. Below are the roadway segments within a half mile of the development.

Affected Roadway Segments

Roadway Segment (FDOT Segment #, CoA Comp Plan #)		Comp Plan MSV	Existing Traffic	Reserved Trips	Available Capacity
<i>Facilities</i>		Min LOS Std: D			
U.S. Hwy 441 (107/4107, 5)	AADT	39,000	25,926	3,637	9,437
	Peak Hour	3,510	2,463	383	664

Peak hour site trips were directionally distributed based on the percentages shown in Figure 3 of the attached Traffic Study. The resulting weekday peak hour traffic assignments for the development are provided in Figure 4 of the Traffic Study. The values contained in this figure were obtained by multiplying the trip generation results found in Table 1 of the Traffic Study by the trip distribution percentages provided in Figure 3.

Conclusion: The traffic generation of the development is below available capacities in the identified road segments and will not exceed the adopted LOS standards.

Potable Water

Table 4.2 Potable Water Public Facilities Impacts	
System Category	Gallons Per Day
Current Permitted Capacity ¹	2,300,000
Less Actual Potable Water Flows ¹	1,295,603
Reserved Capacity ²	79,775
Residual Capacity	924,622
Percentage of Permitted Design Capacity Utilized	59.80%
<i>Sources:</i> 1. City of Alachua Public Services Department, April 2019 2. City of Alachua May 2019 Development Monitoring Report	

Policy 4.1.c of the Community Facilities and Natural Groundwater Aquifer Recharge (CFNGAR) Element of the Comprehensive Plan establishes the potable water LOS Standard for residential uses at 275 gallons per day per equivalent residential dwelling unit on an average annual basis. As such:

Proposed Demand **58,025 GPD (211 units x 275 gpd)**
Residual Capacity after Proposed **866,597 GPD**

Conclusion: The demand of the development will not exceed the adopted LOS standards.

Sanitary Sewer

Table 4.3 Wastewater Public Facilities Impacts	
System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity ¹	1,500,000
Less Actual Treatment Plant Flows ²	729,000
Reserved Capacity ²	76,737
Residual Capacity	694,263
Percentage of Permitted Design Capacity Utilized	53.72%
<i>Sources:</i> 1. City of Alachua Public Services Department, April 2019 2. City of Alachua May 2019 Development Monitoring Report	

Policy 1.1.d of the CFNGAR Element of the Comprehensive Plan establishes the sanitary sewer LOS Standard at 250 gallons per day per equivalent residential dwelling unit on an average annual basis. As such:

Proposed Demand **52,750 GPD (211 units x 250 gpd)**
Residual Capacity after Proposed **641,513 GPD**

Conclusion: The demand of the development will not exceed the adopted LOS standards.

Solid Waste

Table 4.7 Solid Waste Public Facilities Impacts		
System Category	Pounds Per Day	Tons Per Year
Existing Demand ¹	40,620.00	7,413.15
Reserved Capacity ²	6,882.99	1,256.15
New River Solid Waste Facility Capacity ³	50 years	
1. Bureau of Economic & Business Research, University of Florida, Estimates of Population by County and City in Florida (2018); Policy 2.1.a, CFNGAR Element Formula: 10,155 persons x 0.73 tons per year		
2. City of Alachua May 2019 Development Monitoring Report		
3. New River Solid Waste Association, April 2019		

Policy 2.1.a of the CFNGAR Element of the Comprehensive Plan establishes a LOS Standard for solid waste facilities of 0.73 tons per capita per year for residential development. As such:

Proposed Demand 1,976 lbs/day 360.62 tons per year (494 persons x 0.73)

Conclusion: The demand of the development will not exceed the adopted LOS standards.

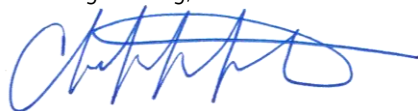
Stormwater

A separate stormwater report has been provided along with the site grading plan.

Please let us know if you need any additional information for your review.

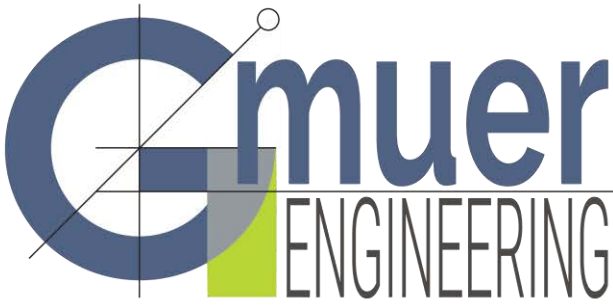
Sincerely,

Gmuer Engineering, LLC



Christopher A Gmuer, PE

President



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November 20, 2019

City of Alachua Planning & Zoning
15100 NW 142nd Terr
Alachua, FL 32615

Re: Tara Baywood – Consistency with the City of Alachua Comprehensive Plan

The proposed Tara Baywood subdivision is located north of Lowes generally northwest of the intersection of NW 147th Drive and NW 161st Ave (TP# 03067-006-000) and proposes a 211-unit townhouse neighborhood development with associated stormwater, open space/common area, roadway network, and utilities. The underlying land use for the property is Medium Density Residential and the zoning is RSF-6 (Residential Single-Family – 6 dwelling units per acre). The following is a Comprehensive Plan Consistency Analysis for this development and is submitted in accordance with the City of Alachua Preliminary Plat requirements.

The Comprehensive Plan language is provided and followed with the **consistency statement in bold**.

Vision 2020

Goal 1: Economic Development

The City of Alachua has a unique business climate. The City is home to corporations, technology incubators, local businesses, and start-up companies. The City will maintain its focus on a welcoming business environment and encourage business development in the downtown area and along the U.S. 441 corridor. Alachua desires to continue to be a home to innovative businesses and an employment center where jobs are provided at every level. The City will continue to encourage the growth and development of established industries, such as biotechnology, and encourage the diversification and expansion of commercial businesses which provide integral services to the City's residents.

The proposed development will attract 211 households with an estimated 494 new residents significantly adding to the population and labor pool of Alachua. The neighborhood will provide additional tax revenue as well as disposable incomes to grow and support local economic growth. Immediate jobs will be created with the construction and development of the neighborhood in addition to the long-term support of existing jobs required to provide services to the neighborhood (i.e. lawn maintenance, trades contractors, delivery services, etc.). This will offer economic growth consistent with the City of Alachua's goal to encourage and support commercial businesses which provide integral services to the City's residents.

Goal 4: Housing

The City of Alachua has a variety of housing options, from historic downtown neighborhoods to large lot agrarian developments. The City supports the provision of safe, affordable housing for all income levels. The City will encourage mixed-use development with affordable housing, workforce housing, senior housing, housing for the disabled and enhancements that strengthen and upgrade neighborhoods, thereby maintaining a livable community for all age groups.

The development will provide safe, affordable housing at a price point consistent with quality townhomes and in an area of the city without this type of housing available. This development adds a whole new segment to the variety of housing choices available to the community. This in turn will make the neighborhood attractive as an option for workforce, senior, or starter home housing. The proposed development provides housing consistent with the City of Alachua's goal of encouraging, strengthening, and maintaining a livable community for all age groups.

Future Land Use Element

GOAL 1:

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

Objective 1.25: Residential:

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

The proposed development complies with the requirements of the land use and zoning designations to ensure an orderly urban growth pattern.

Policy 1.2.b: Residential: Medium density residential (4 to 8 dwelling units per acre): The medium density residential land use category allows residential development at a density of 4 dwelling units per acre to 8 dwelling units per acre, as well as small-scale neighborhood commercial and mixed use developments. The following uses are allowed in the medium density land use category:

6. Apartments and townhomes;

The proposed development provides townhomes at a density of 6 du/acre, below the 8 du/acre set out by the land use and within the 6 du/ac limit set out by the zoning designation (RSF-6).

GOAL 2:

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

Objective 2.4: Landscaping and Tree Protection Standards:

The City shall adopt landscaping and tree protection standards in order to achieve the aesthetic design values of the community and preserve tree canopies, as well as specimen protected, heritage and champion trees.

A landscape plan will be included as part of the site plan set and shows the development will be landscaped according to adopted standards and will include individual lots, common areas, and stormwater facilities. In addition, street trees will be provided along roadways to provide a pleasing aesthetic design and to provide future canopy coverage.

Policy 2.4.2: Landscaping: Buffering - A buffer consists of horizontal space (land) and vertical elements (plants, berms, fences, walls) that physically separate and visually screen adjacent land uses that may not be fully compatible. The City shall establish buffer yard requirements that are based on the nature of the adjacent uses and the desired result of the buffer.

A landscape plan will be included as part of the construction plan submittal phase meeting all of the code requirements including the applicable buffers. The townhome development is bordered by big box retail to the south, agricultural/timber lands to the west, future single family homes to the north, and existing single family homes to the east.

Objective 2.5: Open Space Standards:

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

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

Approximately 20% or more of the site will be pervious area / open space. This exceeds the 10% open space requirement.

Policy 2.5.b: Open space shall not be limited to unusable portions of project sites. A portion of open space shall be usable and functional.

Useable and functional open space has been provided and designed in accordance with Section 6.7 Open Space Standards of the City of Alachua LDRs. Where possible, a portion of the open space set-aside provides focal points for the development in accordance with Section 6.7.4(A) and (B).

GOAL 5: Development Standards:

The City shall include provisions through its comprehensive plan amendment process, development review process and in its land development regulations for development standards that address natural features and availability of facilities and services. These development standards will strive to protect natural resources and public facility resources while allowing for innovative and flexible development patterns.

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.

The project site has historically been used as agricultural/timber lands and as such, there are relatively few trees or natural ecosystems across the property. The highest portions of the site are at the northeast and northwest corners of the property. The site generally slopes towards the center of the property and then southwest where elevations are significantly lower. Stormwater design will intentionally utilize topography to capture, convey, and treat runoff with stormwater management facilities.

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

The site plans show the erosion control measures per State of Florida requirements.

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, minimum flood elevations shall be surveyed and established. The City shall also require finished floor elevations on subdivision plats, site plans and building permit plans. The City shall establish standards for a limitation on filling in flood prone areas.

The proposed project site does not include any FEMA 100 year floodplain.

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.

The proposed project site does not include any delineated wetlands.

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.

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

A separate Concurrency Analysis is included as part of this site plan application package to address these concerns.

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.

The development will connect and extend existing utility services. Water and wastewater will be connected from adjacent utility stubouts from the Baywood Subdivision and the Lowes development.

Transportation Element

GOAL 1:

Provide for a traffic circulation system, which serves existing and future land uses.

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.

A separate Concurrency Analysis is included as part of this site plan application package to address these concerns.

Policy 1.2.b: The City shall establish the access point requirements for City streets

The development proposes an initial access point to the Baywood subdivision followed by a second connect to the Baywood subdivision to the southeast. Also proposed are 2 or 3 additional connections to the north and west in anticipation of future development.

Objective 1.4: Bicycle and Pedestrian Standards:

The City shall work to develop a network of bicycle and pedestrian facilities which connect all areas of the City.

Policy 1.4.a: The City shall require any development which must obtain site plan or subdivision approval to provide additional right-of-way width for bicycle and pedestrian ways along all proposed collector and arterial streets.

No collector or arterial streets are proposed.

Policy 1.4.c: The City shall require pedestrian paths within subdivisions and within new developments to be connected to paths outside the development.

Sidewalks have been provided within the development and will connect with sidewalks within the Baywood subdivision and sidewalk "stub-outs" have been included for future connections to the north and west.

Community Facilities and Natural Groundwater Aquifer Recharge Element

GOAL 1: Wastewater

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

Objective 1.1:

The City of Alachua shall examine capital improvements priorities as funded in the Five-Year Capital Improvements Program in order to prevent, or correct, deficiencies in the Community Sanitary Sewer System to meet projected demands within established service areas at adopted levels of service.

Policy 1.1.d: The City hereby establishes the following level of service standards for sanitary sewer facilities:

Levels of Service:

- A. Quality: Compliance with all applicable standards of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP).

The proposed development will comply with all applicable sanitary sewer quality standards of the EPA and FDEP.

- B. Quantity: System-wide wastewater collection and treatment will be sufficient to provide a minimum of 250 gallons per day per equivalent residential unit (ERU) on an average annual basis. Plant expansion shall be planned in accordance with F.A.C. 62-600.405, or subsequent provision. This level of service standard shall be re-evaluated one year from the adoption date for the amended Plan.

A separate Concurrency Analysis is included as part of this site plan application package to address these concerns.

- C. System capacity: If the volume of existing use in addition to the volume of the committed use of the City's wastewater facility reaches 85% of the permitted capacity design, no further development orders for projects without reserved capacity will be issued until additional capacity becomes available or funds to increase facility capacity are committed in accordance with a development agreement.

A separate Concurrency Analysis is included as part of this site plan application package to address these concerns.

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. For purposes of this objective, new development does not include remodeling of existing developments or additions of less than 33% to existing developments.

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

The proposed development appears to meet the criteria to have wastewater services extended or otherwise made available by the City of Alachua.

GOAL 2: Solid Waste:

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

Objective 2.1:

Continue to ensure satisfactory and economical solid waste service for all City residents, with an emphasis on reuse and recycling.

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

A separate Concurrency Analysis is included as part of this site plan application package to address these concerns.

GOAL 3: Stormwater

Develop and maintain a stormwater management system that minimizes flooding, protects, preserves and enhances desirable water quality conditions, and, where possible, preserves and utilizes existing natural features.

Objective 3.1:

Ensure provision of drainage and stormwater retention through level of service standards and design requirements to minimize flooding and to protect and improve water quality.

Policy 3.1.a: The City hereby establishes the following water quantity and quality level of service standards for drainage facilities:

LEVEL OF SERVICE STANDARD

For all projects which fall totally within a stream, or open Lake Watershed, detention systems must be installed such that the peak rate of post-development runoff will not exceed the peak-rate of predevelopment runoff for storm events up through and including either:

1. A design storm with a 10-year, 24-hour rainfall depth with Soil Conservation Service type II distribution falling on average antecedent moisture conditions for projects serving exclusively agricultural, forest, conservation, or recreational uses; or
2. A design storm with 100-year critical duration rainfall depth for projects serving any land use other than agricultural, silvicultural, conservation, or recreational uses.
3. The LOS standard for water quality treatment shall be treatment for the "first one inch" of runoff, and compliance with the design and performance standards established in Chapter 40C-42.025, FAC, and 42.035, FAC to ensure that the receiving water quality standards of Chapter 62.302.500, FAC are met and to ensure their water quality is not degraded below the minimum conditions necessary to maintain their classifications as established in Chapter 62-302, FAC. These standards shall apply to all new development and redevelopment and any exemptions, exceptions or -thresholds in these citations are not applicable. Infill residential development within improved residential areas or subdivisions existing prior to the adoption of this comprehensive plan must ensure that its post-development stormwater runoff will not contribute pollutants which will cause the runoff from the entire improved area or subdivision to degrade receiving water bodies and their water quality as stated above.

A Grading and Drainage Plan and Stormwater Management Report is included as part of the development plan application. The site will convey runoff via overland flow to the proposed stormwater management facilities. The treated storm water will discharge at a rate below predevelopment flows to the Southwestern property lines. The design is consistent with LOS standards provided in the City's Comprehensive Plan Community Facilities and Natural Groundwater Aquifer Recharge Element Policy 3.1.a, and the Suwannee River Water Management District.

Policy 3.1.b: The City shall require the construction of roads within new plats or replats to be arranged so that the grades of the streets shall conform as closely as possible to the original topography to prevent the interruption of natural drainage flows, including sheet flow and flow to isolated wetland systems.

The Grading and Drainage Plan and the Stormwater Management Report show that the grades of the streets conform as closely as possible to existing topography and natural drainage patterns are combined with proposed roadways to efficiently capture and treat stormwater.

Objective 3.3:

The City shall implement design guidelines for stormwater management facilities to promote dual use, protect natural features, and provide aesthetically pleasing facilities.

Policy 3.3.a: Stormwater facility design shall incorporate the following features, where practicable:

1. Joint use of retention and detention basins for passive recreation, habitat and open space.
Proposed basins are designed to be jointly used for recreation, habitat, and open space in accordance with Section 6.9.3 generally and Section 6.9.3(D)(7) specifically.
2. Use of vegetation, such as cypress and river birch, in retention and detention basin to enhance stormwater management objectives.
Vegetation such as cypress and river birch will be proposed in basins to enhance stormwater management objectives.
3. On-site retention and detention facilities shall be integrated with other elements of the proposed development through aesthetically sensitive design and the use of landscaping.
Retention and detention facilities are designed to be integrated functionally and aesthetically.
4. Maintain and enhance the existing hydrological and ecological function of stream or drainage corridors or wetland areas which serve stormwater facilities.
There are no stream corridors or wetlands in the project area.
5. Where retention and detention basins are located along County roads or State roads, the basin design shall comply with the Gainesville Urbanized Area Metropolitan Transportation Planning Organization's drainage retention basin landscaping standards.
The project is not located adjacent to these road types.

GOAL 4: Potable Water

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

Objective 4.1:

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

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

The proposed development appears to meet the criteria to have potable water services extended or otherwise made available by the City of Alachua.

Objective 4.2:

Prioritize and execute needed system improvements in a manner which protects existing investments, promotes orderly growth, and is consistent with the Capital Improvements Element and Capital Improvements Program of this Plan.

Policy 4.2.a: New urban development will only occur within areas where potable water services are available concurrent with development. For purposes of this policy, new development does not include remodeling of existing developments or additions of less than 33% to existing developments.

A separate Concurrency Analysis is included as part of this site plan application package to address these concerns.

Conservation and Open Space Element

GOAL 1:

To conserve, protect, manage and restore the natural and environmental resources of the City by emphasizing stewardship and understanding that environmental issues transcend political and geographical boundaries.

Objective 1.2: Native Communities and Ecosystems

The City shall preserve and protect native communities and ecosystems, particularly those considered endangered or threatened.

There are no known endangered or threatened species within the project area.

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.

There are no known species of special concern or their habitats within the project area.

Objective 1.5: Soils

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

A separate Geotechnical Report and Stormwater Report have been provided that detail proper design criteria and methods for the protection of soil resources.

Objective 1.10: Wetlands

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

There are no identified wetlands on the proposed project site.

Economic Element

GOAL 1:

To emphasize economic principles consistent with the City's Vision that support the prosperity of the community and enhance its quality of life.

The proposed development will provide and support economic growth consistent with the City of Alachua's goals.

Please let us know if you need any additional information for your review.

Sincerely,

Gmuer Engineering, LLC



Christopher A Gmuer, PE

President

This Instrument Prepared By

Justin M. Mowitz, Esq.
Mowitz Law, LLC
5341 SW 91st Terrace, Suite A
Gainesville, Florida 32608

**DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, AND EASEMENTS OF
TARA BAYWOOD**

This Declaration of Covenants, Restrictions, Conditions and Easements is hereby made by **Tara Forest, LLC, a Florida limited liability company**, whose mailing address is 7717 NW 20th Lane, Gainesville, FL 32605.

WITNESSETH:

Tara Forest, LLC is the owner in fee simple of the property described in **Exhibit “A”** attached hereto and made a part hereof; and

The real property encumbered hereby is described on **Exhibit “A”** (the “Property”); and

Tara Forest, LLC for purposes of this Declaration will be the Declarant; and

Tara Forest, LLC intends to develop the Property as a residential community and to construct homes upon the Property, provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

NOW, THEREFORE, Declarant does hereby declare that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the Property, and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. “**Articles**” mean and refer to the Articles of Incorporation of the Tara Baywood Homeowners’ Association, Inc., a not-for-profit Florida corporation, attached hereto as **Exhibit “B”**, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. “Association” means the Tara Baywood Homeowners’ Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 3. “Builder” means any person or entity that purchases more than one Lot from the Declarant or other third party for the purpose of constructing Homes on such Lots for sale to third party purchasers, including without limitation, Maronda Homes, Inc., of Florida.

Section 4. “Bylaws” mean the Bylaws of the Tara Baywood Homeowners’ Association, Inc., attached hereto as Exhibit “C” and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

“Common Area” is the property owned by or dedicated to the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant, in its sole and absolute discretion, which may include open space, signage, irrigation facilities, landscape buffers, mail kiosks, entrance features and gates, but only to the extent the same are owned by or dedicated to the Association. Any portion of the Property which is designated on any Recorded Plat as “open space” shall not be developed in the future with any dwellings or improvements and shall remain as open space in perpetuity. Any area designated as open space shall be maintained in accordance with the final Open Space Management Plan, as approved by Alachua County, which shall be attached hereto as “Exhibit D.”

Section 5. “Homeowners” or “Tara Baywood” means the planned community planned for development upon the property described in Exhibit “A” or any property annexed as provided herein; the said being within Alachua County, Florida.

Section 6. “County” shall mean Alachua County, Florida.

Section 7. “Declarant” means Tara Forest, LLC, a Florida limited liability company, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Alachua County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee.

Section 8. “Declaration” means this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 9. “Development Period” means the period of time until the Declarant or its successors or assigns has sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to third-party purchasers other than Builders.

Section 10. “Home” is an attached single-family dwelling constructed upon and including a Lot.

Section 11. “Institutional First Mortgage” is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 12. “Institutional First Mortgagee” is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 13. “Lot” is a designated lot within the property described on the Plat or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 14. “Member” is every person or entity who is a Member in the Association due to ownership of a Lot or as otherwise provided herein.

Section 15. “Owner” is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 16. “Plat” is the Plat of Tara Baywood, as recorded in Plat Book____, Page____, in the Public Records of Alachua County, Florida, as the same may be amended from time to time.

Section 17. “Property” is the property described in Exhibit “A”, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 18. “Rules” are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property and any improvements located thereon.

Section 19. “Vacant Lot” shall mean any Lot not improved with a Home as evidenced by a certificate of occupancy or similar approval or occupied by the Owner or any third party.

Section 20. “WMD” shall mean the Suwannee River Water Management District.

The foregoing definitions shall be applicable to this Declaration and to any supplemental declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is the property described in Exhibit “A”, and such additions as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery of

a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 3. Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration in the following manner:

(a) Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex, subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer or assignment is memorialized in a written, recorded instrument executed by Declarant.

(b) Annexation with Approval of Class "A" Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Membership the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven (67%) percent of the Class "A" Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Acquisition of Additional Common Area. Declarant may convey to the Association additional real property, or any interest therein, improved or unimproved, and upon conveyance or dedication to the Association the same shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as a Common Area for the benefit of all of its Members.

(d) Withdrawal of Land. Declarant shall be entitled to withdraw portions of the Land owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Land withdrawn from the terms hereof shall be referred to as the "Withdrawn Property." In order to withdraw such portion of the Land from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Land from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee

simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in a material change to the scheme of development of the Community. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

(e) Amendment. This Article II, Section 3 shall not be amended without the prior written consent of Declarant, during the Development Period or so long as the Declarant or Builders hold Lots or Homes for sale in the ordinary course of business.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration.

ARTICLE IV

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant until the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, Tara Forest, LLC, its successors and assigns. The Class B member shall be entitled to five (5) votes for each Class A Member vote, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) Ninety (90%) percent of the Lots have been conveyed to third-party purchasers other than Builders;
- (b) Thirty (30) days after Declarant elects to terminate the Class B Membership; or
- (c) As otherwise required by applicable law.

Upon the conversion of the Class B membership to Class A membership, the Declarant shall be entitled to one vote for each Lot they own in the same manner as all other Class A Members.

ARTICLE V

PROPERTY RIGHTS

Section 1. Community Common Area. The Association shall have such Common Areas or Association Property as designated on the Plat, recorded at Plat Book ____, Page ____, of the Official Records of Alachua County Florida, which may include, storm water retention, irrigation lines and equipment, mail kiosk and related landscaping and parking, and sidewalks, to which the following provisions shall apply.

Section 2. Membership Easements of Enjoyment. Unless otherwise specifically provided for herein, every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, including, without limitation, (i) a right-of-way for ingress and egress by vehicles and on foot through and across any streets or walks in the Common Area for all lawful purposes; and, (ii) rights to connect to, maintain and make use of utility lines, 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 Area, but only in accordance with all Laws and the requirements of the applicable Governmental Authorities or entities which regulate said utilities; and, (iii) rights and easements to use and enjoy the Common Area for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, any recorded plats, the Rules and Regulations, and applicable laws; subject, however, to the following provisions:

(a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder; the right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant to a purchaser. No such rights to mortgage shall be effective unless an instrument shall be signed by two-thirds (2/3) of the Members other than the Declarant.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members, or to mortgage all or any part of the Common Area. No such dedication, transfer or mortgage, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the votes of the Class A membership and two-thirds (2/3rds) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common services purposes;

(d) The right of the Association to charge reasonable fees for the use of designated facilities (if any) on the Common Area;

(e) Existing easements and agreements of record and as shown on the Plat;

(f) Easements referred to in Article X hereof;

(g) The right to the use and enjoyment of the Common Area and facilities thereon shall extend to all Members and their family, tenants, contract purchasers and invited guests, provided there is delegation of the right of enjoyment in accordance with the Bylaws and subject to regulation from time to time by the Association in its Rules;

(h) Access to certain Common Area within the Property may not be obtained from an Owner's or Member's Lot or other Common Area or publicly dedicated streets or properties. Thus, to obtain access to certain Common Area for which access cannot be obtained from the Owner's or Member's Lot, other Common Area or publicly dedicated streets or properties, the Owner or Member shall need to obtain the permission of a Lot Owner whose Lot is contiguous to said Common Area. The fact that a Member or Owner shall not have access to certain Common Area from his or her Lot, Common Area or publicly dedicated streets or properties does not allow an Owner to escape liability for Assessments provided for in Article VI of this Declaration; and

(i) The other provisions of this Declaration, the Articles and Bylaws.

Section 3. Common Area.

(a) Ownership. In the event any Common Area is dedicated to, deeded to or acquired by the Association, the Declarant will convey such Common Area to the Association and the Association shall maintain the Common Area. The Association shall be obligated to accept conveyance of any Common Areas from the Declarant as deemed necessary or advisable by Declarant. The Association shall have the right to promulgate rules and regulations for the use of Common Areas and such restrictions shall be enforceable against all Owners and their guests, tenants and invitees.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all landscaping, paving, irrigation systems, sidewalks, mail kiosks and other structures, including entry features, if any, but excepting any public utilities and City or County improvements. The Association shall be authorized, but not required, to provide other services and emergency repairs and to perform other work on Lots reasonably necessary for the proper maintenance and operation of the Community, including, but not limited to party wall repairs, and the Association shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association shall be levied as an Individual Assessment against such Owner individually. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

(c) Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines levied in accordance with the Declaration and applicable law and suspension of the right to vote. The Board of Directors shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided herein and in the Bylaws of the Association.

Section 4. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's or any Builder's actual construction or development, construction, sales and marketing of the Property. However, nothing contained herein shall authorize either Declarant or any Builder to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles, Bylaws and Rules in violation of Chapter 720, Florida Statutes, after the Class B Membership has terminated;

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Common Area or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

(c) The Declarant and Builders shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant or any Builder is engaged in any construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant and Builders shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant and Builders shall further have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's sole and absolute discretion. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, Builder, or any of their agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of the County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot. Notwithstanding the foregoing, the Declarant shall also have the right to grant a Builder certain rights reserved hereunder to the Declarant for the purpose of constructing Homes in the Community by executing an assignment of rights in favor of the Builder to be kept in the official records of the Association. Any such assignment of rights shall not impose any obligation of the Declarant hereunder on any such Builder unless such obligations are expressly assumed by such Builder.

(e) Notwithstanding anything contained herein to the contrary, neither the Declarant, the Builders, nor the Association makes any representation whatsoever as to the commencement, completion or construction of any optional or recreational facilities within or upon the Common Areas. Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided that title to all portions of the Common Areas owned by Developer shall be transferred to the Association no later than the expiration of the Development Period. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (a) all rights

of Declarant, Builders and other persons set forth in this Declaration; and (b) any restrictions or limitations contained in the instrument conveying such portion to the Association. THE ASSOCIATION AND THE MEMBERS SHALL BE OBLIGATED TO ACCEPT THE COMMON AREAS AND ANY IMPROVEMENTS LOCATED THEREON IN THEIR "AS-IS" CONDITION. NEITHER THE DECLARANT NOR ANY BUILDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE COMMON AREAS AND THE IMPROVEMENTS THEREON INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY RELATED TO THE USE OF THE SAME, DATE OF COMPLETION OR FUTURE ECONOMIC PERFORMANCE OR OPERATION OF THE COMMON AREAS AND THE IMPROVEMENTS THEREON, INCLUDING ALL MATERIALS, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT THEREIN.

Section 5. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for use by the public, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency, law enforcement and persons providing essential services to the Community and its Members.

Section 6. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 7. Surface Water Management. It is acknowledged that the Property is located within the boundaries of the SRWMD and that an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system ("**Surface Water Management System**") for the Property; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Surface Water Management System shall be operated and maintained by the Association or its agents, in compliance with all approvals, codes and regulations of governmental authorities and the WMD. Such operation and maintenance shall specifically include all utility costs and equipment related to the obligations hereunder. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm-water management capabilities as permitted by the WMD and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, littoral planting and lake maintenance easements which, pursuant to the terms of this Declaration, are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the surface water or storm-water management system shall be as permitted, or if modified, as approved, by the WMD.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each

Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any regular assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association) ("**Regular Assessments**" or "**Annual Assessments**"); and (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association ("**Special Assessments**"); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots ("**Individual Assessments**"). All such Assessments, shall be fixed, established and collected from time to time as hereinafter provided. The Regular, Special, and Individual Assessments to the extent the same are collected by the Association (collectively "**Assessments**"), together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a **continuing lien** relating back to the date of recordation of the Declaration upon any Lot against which each such Assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such Assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment becomes due. An Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title, without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 2. Purpose of Assessments. The Assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: payment of all water charges for the Lots and Common Area billed through the master water meter, if applicable; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or Declarant; the maintenance of the Common Area and any improvements or equipment maintained by the Association; the payment of taxes and insurance for the Common Area, if any; payment for the improvement and maintenance of the Common Area and Lots in accordance herewith; and services and facilities related to the use and enjoyment of the Common Area. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover operating expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Section 5 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents, shall be an Individual Assessment against the Lot Owner.

Section 3. Basis of Annual Assessments. For the first twelve (12) months of operation of the Association, the Annual Assessment shall be the amount as set forth in the estimated operating budget of the Association for the initial year of operation. From and after the initial year of operation, the Annual Assessments shall be determined in accordance with the Articles of Incorporation and Bylaws of the Association taking into account current maintenance costs and future needs of the Association. Each Owner

acknowledges the Association is responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to reserves not being collected. Reserve accounts are not being initially provided for by the Declarant, however, the Association may elect to collect reserves at any point after the sale of the first Lot to an owner other than the Declarant or a Builder upon the affirmative approval of a majority of the total voting interests of the Association, as obtained by a vote of the Members at a duly called meeting of the membership, or by the written consent of a majority of the total voting interests of the Association. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be funded or maintained or have their funding waived in the manner provided by Chapter 720, Florida Statutes. Notwithstanding the same, reserves will not be funded by the Declarant for the Lots Declarant owns so long as Declarant is funding any deficits in operating costs pursuant to Section 12 herein.

Section 4. Uniform Rate of Assessment. Unless otherwise provided for herein, both Annual and Special Assessments must be fixed at a uniform rate for all Lots with a Home and may be collected on a monthly, quarterly or annual basis, as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments. Notwithstanding the foregoing, any Vacant Lot that does not have a Home that is occupied or has been issued a Certificate of Occupancy, shall in no event pay more than 10% of the Annual Assessment for such Vacant Lot until a Home is constructed thereon.

Section 5. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy in any Assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, PROVIDED that any such Assessments shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The total Special Assessment due from all Owners shall be allocated equally to all Lots with a Home. Builders owning Vacant Lots shall not be obligated to pay Special Assessments thereon unless a certificate of occupancy for the Home constructed thereon has been issued on or after the date the Special Assessment is approved by the Members. The payment obligation for the Vacant Lots shall be deducted from the total amount of the Special Assessment and the balance of the Special Assessment shall then be allocated equally to all Lots with a Home.

Section 6. Quorum for Any Action Authorized Under Section 5. At each meeting called, as provided in Section 5 hereof, the presence of the meeting of Members or of proxies entitled to cast fifteen percent (15%) of all the votes of each class of membership shall constitute a quorum.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence upon the sale of a Lot from the Declarant to a third-party purchaser. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto together with the due date of such Assessments established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for delinquent payment of the Annual Assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the

Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If an Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such Assessment. Additionally, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

Section 9. Individual Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in the manner provided for herein satisfactory to the Board of Directors, the Association, after approval by a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance to which such Lot is subject may be assessed to the Lot as an Individual Assessment; and said Assessment shall be enforced in the same manner as provided for in Section 8. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to the Common Areas, including the mail kiosk or sidewalks, such Owner shall be responsible for the cost of any repairs required to correct such damage and the cost thereof may be assessed to the Lot Owner as an Individual Assessment.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association; provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secured indebtednesses payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property which is designated and/or reserved for easements; and (d) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida; however, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

Section 12. Declarant's Right to Fund Operating Deficits. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is the owner of any Lot, the Declarant shall not be liable for any Assessments against such Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, non-budgeted repairs or replacement and management fees (if the Declarant is entitled to same) pursuant to 720.308(1)(b). For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all Assessments, contributions and other sums and income received or receivable by the Association. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose to prior to such time.

ARTICLE VII

CAPITAL CONTRIBUTION

Section 1. Capital Contribution on Sale by Declarant or Builder. At the time of the closing of a Home by the Declarant or a Builder to a third-party purchaser other than a Builder, each purchaser shall pay to the Association a sum of \$250.00 at the time of conveyance as the amount of working capital contribution. These monies (hereinafter called "**Capital Co tributio** ") shall be the Association's property and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than Assessments. No refund of a Capital Contribution will be made to any Owner upon the re-sale of a Home.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by a majority of the Board of Directors of the Association. The Board of Directors of the Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate and may require submission of additional plans and specifications or

other information prior to approving or disapproving material submitted. The Board of Directors of the Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Association of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans. During the period of time the Declarant appoints the majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed not approved; however, once Owners other than the Declarant elect a majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with the County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval or disapproval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applica t**") shall give written notice of completion to the Board of Directors of the Association.

(b) Within thirty (30) days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Association finds that such work was not affected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the

noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a ***continuing lien*** and run with the land on the Owner's Property if not paid within thirty (30) days after notice enforceable in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variances. The Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Review Committee. The Board of Directors of the Association may assign all of its responsibilities under Article VIII to an Architectural Review Committee to be appointed by the Board of Directors of the Association (the "ARC").

Section 7. Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant or to Maronda Homes, Inc., of Florida, as a Builder. Such exemption may be non-exclusively assigned by the Declarant to another Builder, and any such assignment shall not modify or diminish the Declarant's exemption hereunder.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Purposes. No Lot shall be used for any purpose except for residential purposes. The occupancy of each Home shall be limited to the maximum number of person allowable in accordance with Federal Regulations and local ordinances based on the size and configuration of the Home. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home, related appurtenances, and other structures originally constructed by the Declarant or approved by the ARC.

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Lot at any time unless approved by the ARC; provided, however, no such temporary structure shall be used as a residence or appendage to such residence, either temporary or permanent. The foregoing shall not apply to temporary construction trailers or other temporary structures used by the Declarant or Builders.

Section 3. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Association's reasonable discretion.

Section 4. Pets. No livestock or poultry shall be kept, maintained, or bred in any Home or elsewhere within the Property. No pets shall be permitted to be kept, maintained, or bred in any Home or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of three (3) domestic pets, which shall include not more than two (2) domestic dogs (other than dogs which in the reasonable determination of the Board of Directors or under applicable codes or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property), provided such animals are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the determination of the Board of Directors. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. The Association shall have the right to promulgate Rules and Regulations relating to animals and the right to restrict or require removal any such animals determined by the Board to constitute a nuisance. In addition, all pet owners shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the pet(s) owned and kept on the Lot, which insurance shall name the Association as an additional insured. Proof of such insurance coverage shall be provided by the Owner to the Association upon reasonable request not more than one time per calendar year. If such coverage is not provided as required herein, the Association shall have the right to require the pet to be removed from the Lot until the appropriate insurance coverage is obtained. In the event any Lot Owner installs a fence on the Lot, subject to receipt of ARC approval, such fence shall not prohibit the Association from entering the Lot for purposes of the maintaining the Lots as required herein and the Lot Owner shall secure any pets on days when Lot maintenance is scheduled by the Association. The Association shall in no event be responsible for safety, well-being or security of pets within a fenced yard and each Owner shall be strictly liable for their pets' actions.

Section 5. Signs. During the time period Declarant owns any Lot within the Property, no sign of any kind shall be displayed to the public view on any Lot, except one sign not larger than 3' X 4' and placed in one ground floor window, one second story window, or the front yard of any property, advertising that such property is for sale and except signs used by the Declarant and Builders to advertise the Property during the construction and sale of Homes. Once the Declarant has conveyed all Lots it owns within the Property, then the size of the signs can be increased, as authorized by the Board of Directors of the Association, to advertise that the property is for sale or rent which sign is to be placed on one ground floor window, one second story window or the front yard of the property. The foregoing shall not apply to any

signs used by the Declarant or any Builder to advertise the Property during the construction and sale of Homes. The Declarant is exempt from the foregoing restrictions.

Section 6. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code.

Section 7. Outdoor Property. No garments, rugs, towels or blankets or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically prohibited by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.

Section 8. Parking. Parking in the Community is strictly limited to designated driveways, garages and designated guest parking spaces. An Owner may park in the Home's garage or in the driveway on the Lot, provided cars parked in driveways shall not block the sidewalk. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant, a Builder or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the County or other governmental entity (i.e., police cars) shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of seventy-two (72) hours from the time a notice of violation is placed on the. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not

apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders, or their agents. Further, the restrictions in this Section shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Owners or the Association during normal working hours or for work performed for the Declarant, Builders, or the Association which are necessary in the development, maintenance or management of the Association.

Section 9. Septic Tanks. No septic tanks or individual wells will be permitted on any Lot.

Section 10. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association). No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 11. Window Coverings. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other 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. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 12. Flags. No flags or banners will be permitted other than a single flag as permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association. Freestanding flagpoles are prohibited, and flags mounted on the front of any Dwelling shall not exceed 3 feet by 5 feet in size. The foregoing sentence shall not apply to the Declarant or to Builders. The association reserves the right to require the immediate removal of any Flag or banner which in the sole and exclusive determination of the Association is offensive, derogatory, or otherwise inconsistent with neighborhood standards.

Section 13. Reconstruction. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with this Declaration within 6 months of the date of the loss. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 14. Business Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial

nature shall be allowed within the Community, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association.

Section 15. Telecommunications. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission (“FCC”) rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

Section 16. Fences. Subject to the architectural control provisions set forth in Article VIII hereof, chain link fences are prohibited. All other fences shall be approved by the ARC prior to installation on any Lot in the Community. Unless otherwise provided in Article XI, Section 5, all fences, whether originally installed by the Declarant or Association or installed by an Owner, shall be maintained, cleaned, repaired and replaced by the Owner of the Lot upon which the fence is installed. Any fences originally installed by the Declarant which are shared by two or more lots, shall be maintained, cleaned, repaired and replaced jointly by the Owners of the Lots upon which the fence is shared. In the event such Owners fail to maintain, clean, repair and replace a shared fence, the Association shall have the right, but not the obligation, to enter upon the Lots and perform necessary maintenance, cleaning, repair or replacement of the fence, the expense of the same shall be charged to the benefitting Lot Owners as an Individual Assessment.

Section 17. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt the construction, sales, and marketing of Homes in the Community shall not apply to the Declarant or to any Builder.

ARTICLE X

EASEMENTS

Section 1. Public Services. Easements are reserved over each Lot and the Common Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Utilities. Easements for ingress and egress and for the installation, access and maintenance of all irrigation lines and equipment, utilities, surface water management and drainage facilities and landscaping are reserved on and over each Lot and the Common Area in favor of the Association and those entities or agencies requiring such easements. Such easements are reserved for their intended purpose and shall not be removed by subsequent Owners. The right is also reserved to the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time.

Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by Declarant or a Builder on a Lot, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant

or a Builder, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

Section 4. Drainage. The Association shall have the responsibility to maintain landscape buffers, easements and irrigation lines and facilities within the landscape and utility easements and all drainage easements, drainage facilities and drainage pipes and equipment within the designated easements in the Community and the expense for same will be a common expense of the Association. There shall be, and Declarant hereby grants, reciprocal, perpetual non-exclusive easements between all adjacent Lots, as easements appurtenant to the Lots, for the natural run-off of rainwater, in accordance with any stormwater management plan which may be applicable to the Community, provided, however, that in no event shall any Owner of a Lot be required to allow stormwater drainage across its Lot in such a manner as shall damage any permanent improvements located thereon.

Section 5. Common Area Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder.

Section 6. Declarant and Builders. An easement is reserved over the Property, including each Lot, in favor of the Declarant and each Builder for the purpose of carrying out any obligations of the Declarant or Builders under the terms of this Declaration or any governmental permit, order or applicable law in connection with the development of the community and construction of Homes therein. In addition, the Declarant and each Builder shall also have an easement over, upon, across, and under the Property as may be required in connection with the development of the community and construction of Homes, including the right to use all roads and rights of way for vehicular and pedestrian ingress and egress for construction and maintenance purposes. Further, the Declarant and each Builder shall have an easement to use all portions of the Property, including Common Areas, for all types of promotional and sales activity in connection with marketing, sales, and leasing of Homes in the Community. The easements created by this section shall be broadly construed and supplement other rights of the Declarant and Builders contained herein, running with the land until such time as neither Declarant nor Builder owns any Lots in the Community and all of the Declarant's obligations hereunder are satisfied.

Section 7. Maintenance of Easement Areas. Within the easement areas hereby reserved or created, or shown on the Plat of the Community, or within any designated common areas containing any component of the Surface Water Management System, no digging, excavation, depositing fill material, debris or any other material or item, or altering any water control structure, or any other construction to modify the Surface Water Management System shall be allowed, and no permanent structure may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company. The Association shall be responsible for mowing portions of the drainage easement shown on the Plat located from the rear boundary of the lots to the top of lake banks and the northern limits of the Plat.

Section 8. Right of Entry. The Association, through its duly authorized employees, agents or contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour of the day to perform such maintenance, replacement or repair of the Surface Water Management System, or any other items, as may be authorized herein. In the event of any emergency which

might reasonably result in damage to any Lot or the improvements located thereon, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Association shall not be deemed to be a trespass upon such Lot.

ARTICLE XI

COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Homes. Each Owner shall be responsible for the maintaining, repairing, and replacing of the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for the structure of the building, fences, the roof, all interior maintenance, repair or replacement of all walls, windows, gutters, downspouts and skylights, doors, fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. Each Owner shall also maintain, repair and replace its own mailbox; provided, however, any common mail kiosks shall be maintained, repaired and replaced by the Association. It will also be the duty of each Lot Owner to maintain in good repair any driveway servicing a single Lot. Except as otherwise provided herein, each Owner shall bear the responsibility to repair and maintain the unfinished surface of the portion of the party wall which is located within his residence. Both Owners shall equally share the cost of repair and maintenance of the structural and interior portions of a party wall. However, if either Owner's negligence or willful misconduct causes damage to the party wall, such Owner shall bear the entire cost of repair. Each Owner shall have the right to enter the adjacent Lot, including the residence located thereon, where necessary in connection with the repair or maintenance of a party wall, upon reasonable prior notice to the affected Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party wall or structural changes made thereto, unless agreed upon by Owners sharing the party wall. The Lot Owner shall obtain the written consent of the ARC or Association, as applicable, prior to making any modifications requiring approval under Article VIII hereof. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. It shall be the duty of the Association to mow, edge and trim the grass located in the front yard, or un-fenced portion of the back yard, of each Owner's Lot, the cost of such grass maintenance on the Owner's property being assumed by the Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. Notwithstanding the foregoing, should any Owner erect a fence on the property, it shall be that Owner's responsibility to maintain the yard and any grass inside the fenced area of the yard. In addition, the Association shall be responsible for mowing any grass located between a Lot boundary line and the top of the slope of any lake bank and between the front Lot boundary line and the top of curb of the street. The Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Association unless the planting is the replacement of existing landscaping that has died or otherwise requires replacement. The Association is hereby granted an easement over and across the Owner's Lot for the purpose of maintaining and cutting the grass, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association, said consent being conditioned on the Association having free access to the property for the purpose of maintaining the grass as required hereunder. Notwithstanding the foregoing, the Association shall not be responsible for replacing dead or dying grass, which shall be the Lot Owner's obligation at the Lot Owner's sole expense.

Section 3. Irrigation. It shall be the duty of the Association to maintain the irrigation system for the Community Common Areas. Said irrigation system will run through or on Common Areas, but not through or on Lots. The Association, at its sole option and election, may choose to use reclaimed water if at any time in the future reclaimed water services become available to the property. Reclaimed water has received basic disinfection and a degree of treatment at a wastewater treatment facility. Reclaimed water may be used for limited purposes, including irrigation, but such water does not qualify as potable water under applicable governmental regulations and therefore it should not be consumed or used as drinking water. The cost of maintenance of any such irrigation system shall be assumed by the Association for the benefit of the entire Property as if the same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. In the event the Association elects to utilize reclaimed water, the community may have a single, master meter for the same, in which case the amount charged to the Association shall be charged to all Owners in proportion to their ownership, as part of the common expenses of the Association. Regardless of the source of any water used for irrigation, and whether such charges are incurred by the association by individual meters or combined, each Owner is unconditionally obligated to promptly pay their proportionate share of any charges related to irrigation water usage.

Section 4. Landscaping. The Association shall be responsible for the maintenance of all landscaping within any landscape buffer easement or landscaping originally installed by the Declarant or by the Association as required by any governmental approval for the Community. Such maintenance shall include routine trimming, weeding and pruning of the landscaping and all other necessary maintenance, repair and replacement to keep any landscape or landscape buffer in compliance with applicable codes or permits. Each Owner shall be solely responsible for all maintenance and replacement of any landscaping on the Lots, including the cost of installation and irrigation of such landscaping. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining any landscaping in accordance with the Association's obligation herein. Owners hereby acknowledge the landscape material on the Property and within any landscape buffer easement is intended to fulfill requirements of governing jurisdictions and to provide required landscape buffers of adjacent properties and roadways. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation. Any Owner violating the restrictions of this section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work as an Individual Assessment. Notwithstanding the foregoing, the Association shall not be responsible for replacing dead or dying landscaping, which shall be the Lot Owner's obligation at the Lot Owner's sole expense. In addition, in the event an Owner fails to replace landscaping as required herein, the Association has the right, after applicable notice to the Owner of the Owner's failure to replace landscaping and reasonable time for the Owner to perform the work, to replace the landscaping and charge the Owner the expense thereof as an Individual Assessment. Furthermore, the foregoing is not intended to prohibit any Lot Owner from implementing Florida-friendly landscaping on his or her property, nor to create any requirement or limitation which is in conflict with any provision of part III of Chapter 373, Florida Statutes, or Title 7, Chapter 77, or any other provision of the Alachua County Code.

Section 5. Party Walls and Shared Roofs and/or Fences. Each common wall shared by two Lots shall be a party wall for the perpetual benefit of and use by the Owners of each respective Lot. Each such Lot and Owner is hereby granted an easement for the existence of the party wall to the extent it encroaches on the adjoining Lot, whether encroachment exists as a result of initial construction, reconstruction or natural settling or shifting. Except as otherwise provided herein, each Owner shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of the party wall which is located within his residence. Both Owners shall equally share the cost of repair and maintenance of the structural and interior portions of the party wall. However, if either Owner's negligence or willful misconduct causes damage to the party wall, such Owner shall bear the entire cost of repair. Each Owner shall have the right to enter the adjacent Lot, including the residence located thereon, where necessary in

connection with the repair or maintenance of a party wall, upon reasonable prior notice to the affected Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party wall or structural changes made thereto, unless agreed upon by Owners sharing the party wall. Any common fences constructed on the property line between Lots and roofing between Lots on attached Units shall be treated in the same manner as a party wall. Any party by negligence or willful act that causes a shared fence or roof to be exposed to elements, infestations or other injurious activity, shall bear the entire cost of furnishing necessary treatments, protections or repairs resulting from damage. In addition, in the event an Owner fails to repair or replace improvements as required herein, the Association has the right, after applicable notice to the Owner of the Owner's failure to perform its obligations hereunder and reasonable time for the Owner to perform the work, to perform any work necessary to shared improvements and charge the responsible Owner or Owners the expense thereof as an Individual Assessment.

Section 6. Insurance. Each Owner of a Lot shall obtain casualty and liability insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. The Owner shall furnish proof of insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on the anniversary date thereof. In addition, any Owner owning or keeping a pet on a Lot shall also obtain and maintain adequate homeowners' insurance to cover pet liability, naming the Association as an additional insured.

Section 7. Exterior Painting, Pressure Cleaning, and Maintenance. Each Owner shall be responsible for exterior painting and pressure cleaning of the Home, driveway and sidewalks in front of the Home and improvements thereon as required by the Association in accordance with this section. It is anticipated that the Association shall require all Homes to be painted every five to seven years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every three years. The Board of Directors shall convene a duly noticed meeting to determine when the uniform exterior painting and pressuring washing shall be required for all Homes in the Community and each Owner shall have at least 120 days to commence the work after the Association provides written notification of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Board of Directors. Notwithstanding the foregoing, by majority vote of the Members at a duly notice meeting, the Association may enter into a contract for painting or pressuring washing of all Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment.

ARTICLE XII

COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area by the Association, other than the granting of easements for public utilities

or for other public purposes consistent with the intended use of the Common Area; a material change in the method of determining the Assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. An Institutional First Mortgage encumbering any Lot in the Property may singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid Assessments or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee; however, such Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments and Special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days' notice to such Owner.

Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the restrictions on sales and leasing of Homes and Lots to the same extent that Declarant would be exempt from such restrictions.

ARTICLE XIII

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and applicable rules and regulations, if any. No Lease shall be for a term of less than seven (7) months. No Home may be leased more than two (2) times in any calendar year. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The maximum number of occupants must comply with applicable Federal Laws and local code regarding the size of the Home. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

ARTICLE XIV

STORMWATER/SURFACE WATER MANAGEMENT SYSTEMS

Section 1. Transfer of Surface Water Management System. The Association shall exist in perpetuity. However, should the Association dissolve, the Surface Water Management System, property containing the Surface Water Management System and water management portions of Common Area shall be conveyed to one of the following: (i) local governing unit, municipal service taxing unit or special taxing unit, (ii) active water control district created pursuant to Chapter 298, Florida Statutes, drainage district created by special act, special district defined in Chapter 189, Florida Statutes, community development district created pursuant to Chapter 190, Florida Statutes, special assessment district created pursuant to Chapter 170, Florida Statutes, or water management district created pursuant to Chapter 373, Florida Statutes, (iii) state or federal agency, (iv) duly constituted communication, water, sewer, stormwater, electrical or other public utility, (v) construction permittee so long as such construction permittee continues to own the Surface Water Management System and water management portions of Common Area, or (vi) non-profits corporation, including homeowner's association, property owners' association, condominium owners' or master association so long as it submits the required paperwork and has the financial, legal and administrative capability to provide for the long term operation and maintenance of the Surface Water Management System (each an "Approved Entity"). The Approved Entity must have the powers listed in

Section 12.3.4(b)1 through 8 of the WMD Applicant Handbook Volume 1 effective June 1, 2018 as the same may be amended or renumbered from time to time (the “WMD Handbook”), the covenants and restrictions required in Section 12.3.4(c)1. through 9. of the WMD Handbook, and the ability to accept responsibility for the operation and maintenance of the system described in Section 12.3.4(d)1. or 2. of the WMD Handbook.

Section 2. Amendments Pertaining to Surface Water Management System. Any amendment of this Declaration which would affect the Surface Water Management System or the responsibility of the Association, or its agents, to maintain, or cause to be maintained, the Surface Water Management System must be approved by the Association and WMD for a determination of whether the amendment necessitates a modification of the surface water management permit. The amendment may not be finalized until any necessary permit modification is approved.

Section 3. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or the Association shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the surface water management system, including but 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 system as permitted without the consent of the WMD. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Declarant, the Association, the WMD or any appropriate governmental agency that may require access. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the WMD. If such actions are permitted by the WMD, the Declarant or the Association may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, canoeing, jet skiing, swimming, wading or fishing, in water management areas are strictly prohibited.

Section 4. Conservation Easements. The Associations may establish conservation and/or preservation easements on the Property by a separate instrument and/or this Declaration. In addition to any additional restrictions set forth in the foregoing documents, the following activities are prohibited in the Conservation Areas: (1) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground; (2) dumping or placing of soil or other substances or materials as landfill, or dumping or placing of trash, waste or unsightly or offensive materials; (3) removal or destruction of trees, shrubs or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a district approved maintenance plan; (4) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface; (5) surface use, except for purposes that permit the land or water easement to remain in its natural condition; (6) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including, but not limited to, ditching, digging and fencing; (7) acts or uses detrimental to aforementioned retention of land or water easement; and (8) acts or uses which are detrimental to the preservation of any features or aspects of the conservation easements having historical or archaeological significance.

Section 5. Littoral Areas. The ponds and wetlands within the Community may contain littoral areas which are required by State and County regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake and provide habitat for native animal species. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the WMD or County. Removal includes dredging, the application of herbicide, cutting of and the introduction of grass carp, all of which are prohibited without consent of the WMD.

Section 6. Rights of Enforcement. The WMD, the Association, the Declarant and each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the Surface Water Management System. Notwithstanding the foregoing, the WMD has the right to take enforcement action, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or the mitigation or conservation areas under the responsibility or control of the Association.

ARTICLE XV

INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for all insurable improvements on the Common Areas and the structures on each Lot. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried on the Common Areas and the Association Property, to the extent provided in this Article XV, shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Common Areas, structures on the Lots, and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Common Areas including any structures thereon, and all fixtures, installations or additions comprising that part of the Common Areas to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association together with the townhome structures constructed on each Lot (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risk as from time to time are customarily covered with respect to the Common Areas and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Common Areas, structures on each Lot, or Association Property is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Liability Insurance. If the policy does not include “severability of interest” in its terms, a specific endorsement must be obtained to preclude the insurer’s denial of an Owner’s claim because of negligent acts of the Association or of other Owners.

(f) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(g) Workmen’s Compensation Insurance. The Association shall obtain workmen’s compensation insurance in order to meet the requirements of law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors’ and officers’ liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

(i) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Annual Assessments.

Section 6. Association’s Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Covenants Run with Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and

all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and Bylaws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Declarant or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Association or any lot Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event the Association ceases to exist, except as provided in Article XIV, Section 1 herein, any Owner may petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association and all Common Area and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

Section 5. Amendment. So long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B Membership terminates, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than thirty (30%) percent of the Lot Owners. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting any aspect of the surface water management system must receive prior written approval of the South Florida Water Management District. Any amendments must be properly recorded in the Public Records of the County, Florida. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting the rights of the Declarant hereunder must receive prior written approval of the Declarant, and any amendment to the Declaration, Articles, or Bylaws affecting the rights of Builders must receive prior written approval of such Builder(s). Any amendments must be properly recorded in the Public Records of the County, Florida.

Section 6. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee of the

Association seated for the purpose of hearing such violation matters, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee after which the Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Owner by not later than fifteen (15) days after the committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if the committee's findings are made against the Owner) may impose an Individual Assessment against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day not to exceed One Thousand and No/100 (\$1,000.00) Dollars in the aggregate.

(2) Second non-compliance or violations which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorneys' fees incurred by the Association shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

Section 7. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 8. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 9. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions will require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions affecting or modifying rights of Institutional First Mortgagees hereunder.

Section 10. Agreements for Professional Management. Any agreement for professional management, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and payment of a termination fee on sixty (60) days or less written notice.

Section 11. Declarant's Disclaimer of Representations. Notwithstanding anything to the contrary herein, neither Declarant nor any Builder makes any warranties or representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant and each Builder harmless therefrom.

Section 12. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Association in the official records of the Florida Department of State, Division of Corporations, or the official address of the Association as it may be designated from time to time. Notice may also be given by electronic mail to the email address registered with the Association on the Owner Roster.

Section 13. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 14. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 15. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION IS NOT OBLIGATED TO BUT MAY ENTER TO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR HOME SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS. THE ASSOCIATION MAY REFUSE ENTRY INTO THE PROPERTY BY ANY REPRESENTATIVE OF ANY CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANIES OTHER THAN THE CABLE TELEVISION, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY WHICH HAS ENTERED INTO AN AGREEMENT WITH THE ASSOCIATION. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 16. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, 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 PROPERTY 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, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION 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 PROVISION.

AS USED IN THIS SECTION, "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 SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT, EACH BUILDER, AND THEIR AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 17. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 18. Water Bodies and Wildlife. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION ("WATER BODIES"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES")

SHALL NOT BE LIABLE TO OWNERS, OCCUPANTS AND USERS OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE RELEASED THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. FURTHER, THE LISTED PARTIES ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF WATER BODIES OR AREAS IN OR AROUND SUCH WATER BODIES. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY WATER BODIES. ALL PERSONS USING OR ENJOYING WATER BODIES OR SURROUNDING AREAS OF THE WATER BODIES SHALL DO SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS AND USERS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING ALLIGATORS, SNAKES, PANTHERS, BEARS AND OTHER ANIMALS, MAY LIVE, MIGRATE, CREATE HABITATS OR ENTER INTO WATER BODIES AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND SAFETY THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN THE COMMUNITY NOT SPECIFICALLY DESIGNATED FOR SWIMMING AND NO PERSONS IN THE COMMUNITY SHALL FEED ANY WILDLIFE IN OR AROUND THE COMMUNITY.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Tara Forest, LLC has executed this Declaration, this _____ day of _____ 2019.

Signed, sealed and delivered
in the presence of:

Tara Forest, LLC,
a Florida limited liability company

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) SS
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of Tara Forest, LLC, a Florida limited liability company, on behalf of said company. The foregoing person identified himself by producing his driver's license issued by the State of Florida.

Notary Public Signature

[SEAL]

Notary Public Name (Printed or Typed)
Notary Public, State of Florida at Large
My Commission Expires: _____

JOINDER

Tara Baywood Homeowners' Association, Inc., a not-for-profit Florida corporation, whose mailing address is 7717 NW 20th Lane, Gainesville, FL 32605, hereby approves and joins in the Declaration of Covenants, Restrictions, Conditions, and Easements of Tara Baywood and the Exhibits attached thereto, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

I Wit ess Whereof, Tara Baywood Homeowners' Association, Inc. has executed this Joinder on this ____ day of _____ 2019.

Signed, sealed and delivered
in the presence of:

Tara Baywood Homeowners' Association, Inc.

Name: _____

By: _____

Name: _____

Title:	President
--------	-----------

Name: _____

STATE OF FLORIDA)
)
) :SS.
)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as President of Tara Baywood Homeowners' Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is well-known to me.

Notary Public Signature

[SEAL]

Notary Public Name (Printed/Typed)
Notary Public, State of Florida at Large
My Commission Expires:

EXHIBIT “A”

PROPERTY

EXHIBIT “B”

ARTICLES

EXHIBIT “C”

BYLAWS

EXHIBIT “D”

OPEN SPACE MANAGEMENT PLAN

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L19000240411
FILED 8:00 AM
September 23, 2019
Sec. Of State
tlmoore

Article I

The name of the Limited Liability Company is:

TARA BAYWOOD, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

7717 NW 20TH LANE
GAINESVILLE, FL. 32605

The mailing address of the Limited Liability Company is:

7717 NW 20TH LANE
GAINESVILLE, FL. 32605

Article III

Other provisions, if any:

PURCHASE AND DEVELOPMENT OF REAL PROPERTY AND ALL OTHER
LAWFUL PURPOSES.

Article IV

The name and Florida street address of the registered agent is:

JUSTIN M MOWITZ ESQ
5341 SW 91ST TERRACE
SUITE A
GAINESVILLE, FL. 32608

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JUSTIN M MOWITZ

Article V

The name and address of person(s) authorized to manage LLC:

Title: MMBR
SAYED MOUKHTARA
7717 NW 20TH LANE
GAINESVILLE, FL. 32605 US

Title: AMBR
MSA/SACO PROJ 2 LLC
8345 NW 66TH STREET, STE D5747
MIAMI, FL. 33009

Title: AMBR
TILAL 2 INVESTMENTS CORP
2100 SALZEDO STREET STE 201
CORAL GABLES, FL. 33134

Title: AMBR
VALVERDE 4 LLC
2100 SALZEDO STREET STE 201
CORAL GABLES, FL. 33134

Article VI

The effective date for this Limited Liability Company shall be:

09/18/2019

Signature of member or an authorized representative

Electronic Signature: JUSTIN M MOWITZ

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

L19000240411
FILED 8:00 AM
September 23, 2019
Sec. Of State
tlmoore

**DAN RHINE
288 TURKEY CREEK
ALACHUA FL 32615**

**DAVID FOREST
23 TURKEY CREEK
ALACHUA FL 32615**

**PEGGY ARNOLD
410 TURKEY CREEK
ALACHUA FL 32615**

**MICHELE L. LIEBERMAN
ALACHUA COUNTY MANAGER
12 SE 1ST STREET
GAINESVILLE FL 32601**

**LINDA DIXON, AICP
ASSISTANT DIRECTOR PLANNING
PO BOX 115050
GAINESVILLE FL 32611**

**LYNN COULLIAS
7406 NW 126TH AVE
ALACHUA FL 32615**

**TOM GORMAN
9210 NW 59TH STREET
ALACHUA FL 32653**

**ANTOINETTE ENDELICATO
5562 NW 93RD AVENUE
GAINESVILLE FL 32653**

**CRAIG PARENTEAU
FL DEPT OF ENV PROTECTION
4801 CAMP RANCH ROAD
GAINESVILLE FL 32641**

**RICHARD GORMAN
5716 NW 93RD AVENUE
ALACHUA FL 32653**

**LYNDA COON
7216 NW 126 AVENUE
ALACHUA FL 32615**

**PRESIDENT, TCMOA
1000 TURKEY CREEK
ALACHUA FL 32615**

**CITY MANAGER, CITY OF ALACHUA
P.O. BOX 9
ALACHUA FL 32616**

**JEANNETTE HINSDALE
P.O. BOX 1156
ALACHUA FL 32616**

**TAMARA ROBBINS
PO BOX 2317
ALACHUA FL 32616**

**BONNIE FLYNN
16801 NW 166TH DRIVE
ALACHUA, FL 32615**

03076-000-000
SHARMA LATIKA
4870 DEER LAKE DR E STE 2318
JACKSONVILLE, FL 32246-6313

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03081-000-000
BAKER & LUNDY
242 BAYBERRY DR
LAKE PARK, FL 33403

03081-002-000
KIRKLAND MARY L
1275 NE 136TH TER #1
NORTH MIAMI, FL 33161

03068-015-000
MARK MARY
PO BOX 711
ALACHUA, FL 32616-0711

03068-008-000
COYLE & COYLE
14319 NW 167TH PL
ALACHUA, FL 32615

03067-062-092
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03081-003-000
CALHOUN JOHNNY B & MARIE
PO BOX 434
ALACHUA, FL 32616

03068-009-000
LUNDY GWENDOLYN
14000 NW 154TH AVE APT 21
ALACHUA, FL 32615

03067-000-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-062-091
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03068-007-000
RICHARDSON CARRIE
815 SE 19TH ST
GAINESVILLE, FL 32641

03080-000-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03081-001-000
SMITH H E
18125 NW 42ND PL
OPA LOCKA, FL 33055-3311

03068-009-001
TYSON DEVRON D
PO BOX 23
ALACHUA, FL 32616-0023

03068-014-000
RICHARDSON MATTIE HEIRS
815 SE 19TH ST
GAINESVILLE, FL 32641

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03080-001-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03067-006-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03013-010-003
BOOZER RUBY D TRUSTEE
PO BOX 1085
ALACHUA, FL 32616-1085

03013-020-016
MURTHA GARY J & MARY E
14528 NW 174TH AVE
ALACHUA, FL 32615-4856

03068-014-000
RICHARDSON MATTIE HEIRS
815 SE 19TH ST
GAINESVILLE, FL 32641

03127-020-002
KARAPHILLIS JOHN M & CYNTHIA A
13811 NW 172ND AVE
ALACHUA, FL 32615-4463

03080-001-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03013-010-006
KNISELEY GREGORY P & JOAN E
PO BOX 782
ALACHUA, FL 32616

03013-020-020
CORAL FARMS MCS LLC
PO BOX 482
FLORAHOME, FL 32140

03076-000-000
SHARMA LATIKA
4870 DEER LAKE DR E STE 2318
JACKSONVILLE, FL 32246-6313

03068-009-000
LUNDY GWENDOLYN
14000 NW 154TH AVE APT 21
ALACHUA, FL 32615

03013-010-002
KARRH MARGARET MCKNIGHT
14201 NW 174TH AVE
ALACHUA, FL 32615

03125-001-000
CEMETERY
17017 NW COUNTY ROAD 241
ALACHUA, FL 32615

03013-010-005
GAMAGE RICHARD F & CHERYL L
14495 NW 174TH AVE
ALACHUA, FL 32615

03068-008-000
COYLE & COYLE
14319 NW 167TH PL
ALACHUA, FL 32615

03062-001-000
JOHNS PATSY ANNETTE
PO BOX 1722
HIGH SPRINGS, FL 32655-1722

03080-000-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03067-005-001
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03013-010-009
LEWIS BRANDT A & NANCY A
14907 NW 174TH AVE
ALACHUA, FL 32615

03068-009-001
TYSON DEVRON D
PO BOX 23
ALACHUA, FL 32616-0023

03067-000-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03013-010-007
BAKER WILLIAM S & PAMELA A
14655 NW 174TH AVE
ALACHUA, FL 32615

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03062-000-000
ORTIZ & PETERSON-ORTIZ H/W
17304 NW 140TH ST
ALACHUA, FL 32616

03081-000-000
BAKER & LUNDY
242 BAYBERRY DR
LAKE PARK, FL 33403

03068-005-001
SMITH MARY LOUISE
14314 NW 167TH PL
ALACHUA, FL 32615-8696

03068-007-000
RICHARDSON CARRIE
815 SE 19TH ST
GAINESVILLE, FL 32641

03068-015-000
MARK MARY
PO BOX 711
ALACHUA, FL 32616-0711

03062-002-000
HAGAN MILDRED
16906 NW 140TH ST
ALACHUA, FL 32615-4411

03068-005-000
JONES HENRY JR & PHOEBE
PO BOX 956
ALACHUA, FL 32616-0956

03013-010-004
BOOZER RUBY D TRUSTEE
PO BOX 1085
ALACHUA, FL 32616-1085

03067-006-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03013-010-008
ESCOFFERY-LAWRENCE & LAWRENCE W/H
14745 NW 174TH AVE
ALACHUA, FL 32615-4856

03013-020-015
INNIS CHRIS & VERONIKA
14596 NW 174TH
ALACHUA, FL 32615-4881

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03127-000-000
EIB REUBEN J & DEBORAH S
17325 NW COUNTY RD 241
ALACHUA, FL 32615

03068-005-002
JONES HENRY
PO BOX 956
ALACHUA, FL 32616-0956

03062-003-000
RHOADS A K & DEBORAH
332 SE 2ND AVE
MELROSE, FL 32666-5441

03127-001-000
WD PROPERTIES FL LLC
1006 SE 4TH ST
GAINESVILLE, FL 32601

03062-001-000
JOHNS PATSY ANNETTE
PO BOX 1722
HIGH SPRINGS, FL 32655-1722

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-005-001
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-062-084
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-090
CRISWELL JOHNATHAN
14324 NW 163RD PL
ALACHUA, FL 32615

03067-001-001
CANVAS CHURCH FL INC
PO BOX 219
ALACHUA, FL 32616

03605-001-013
ALACHUA TOWNE CENTRE ASSOCIAT
13505 NW 88TH PL
ALACHUA, FL 32615

03067-062-099
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03531-011-000
ALBERT L NORA
PO BOX 1241
ALACHUA, FL 32616

03067-061-035
YOUNG MACK H & GEORGIA MAE
14367 NW 160TH LANE
ALACHUA, FL 32615

03067-001-003
STARMAX FDA LLC
961094 GATEWAY BLVD STE 200
AMELIA ISLAND, FL 32034

03080-000-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03605-001-006
PROGRESSIVE RESTAURANTS INC
602 S MAIN ST
GAINESVILLE, FL 32601

03067-061-053
FABIANO CHRISTOPHER & GAYLE CRUZ LIFE ESTATE
14364 NW 160TH LN
ALACHUA, FL 32615

03076-000-000
SHARMA LATIKA
4870 DEER LAKE DR E STE 2318
JACKSONVILLE, FL 32246-6313

03067-006-010
LOWES HOME CENTERS INC
1000 LOWES BOULEVARD TAX DEPT
MOORESVILLE, NC 28117

03067-062-082
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-097
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-001-004
AUTOZONE STORES LLC
123 SOUTH FRONT ST 3RD FLOOR
MEMPHIS, TN 38103

03548-001-000
WELCOME EVELYN
PO BOX 384
ALACHUA, FL 32616-0384

03531-013-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03067-061-063
LISTZWAN LORI JORDAN
14296 NW 161ST AVE
ALACHUA, FL 32615

03531-027-000
KANE D L TRUSTEE
13919 NW 145TH AVE
ALACHUA, FL 32615-6218

03067-062-085
COON-WHITE PRISCA S
5615 SW 215TH TER
NEWBERRY, FL 32669

03531-028-000
JACOB & LEGREE
14325 NW 156TH PL
ALACHUA, FL 32615-8254

03531-048-000
FORD JOYCE M
PO BOX 764
ALACHUA, FL 32616-0764

03067-060-034
TARROBAL JOEL CONRAD W & RIA C
14387 NW 160TH LN
ALACHUA, FL 32615

03067-062-094
AMA GAINESVILLE INVESTMENTS THREE LLC
7475 SW 70TH LN
GAINESVILLE, FL 32608

03531-031-000
JACOBS TERRI ANN
PO BOX 2383
ALACHUA, FL 32616

03549-000-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALACHUA INC
PO BOX 814
ALACHUA, FL 32616

03542-000-000
GREENE BEVERLY
110 NW 39TH AVE APT 9
GAINESVILLE, FL 32609

03067-061-051
WOODARD TERRI M
14324 NW 160TH LN
ALACHUA, FL 32615

03067-061-036
WILSON TANGELA M
14347 NW 160TH LN
ALACHUA, FL 32615

03067-062-089
SORRELL ALBERT L & PAMELA E
14304 NW 163RD PL
ALACHUA, FL 32615

03067-062-092
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03869-003-001
ALACHUA TOWNE CENTRE ASSOCIAT
13505 NW 88TH PL
ALACHUA, FL 32615

03067-060-031
KIRBY KEVIN L & STACY L
14342 NW 159TH LN
ALACHUA, FL 32615

03067-061-066
MYLEK DENNIS JAMES & EDITH
14348 NW 161ST AVE
ALACHUA, FL 32615

03067-062-072
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03605-001-003
GATEWAY BANK OF CENTRAL FLORI
1632 E SILVER SPRINGS BLVD
OCALA, FL 34470

03067-002-001
LEWIS F ALLEN & DIANE R
PO BOX 1421
ALACHUA, FL 32616-1421

03080-001-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03552-001-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALA FL INC
PO BOX 814
ALACHUA, FL 32616-0814

03583-000-000
OM NAMAH SHIVAAY LLC
5144 SW 82ND TER
GAINESVILLE, FL 32608

03531-032-000
JACOB REBECCA
14325 NW 156TH PL
ALACHUA, FL 32615-8254

03531-030-000
HERRING TIMOTHY R
4631 SW ATHENA DR
PORT ST LUCIE, FL 34953-5548

03067-062-086
WILLIAMS RAYMOND A & SHARON J
16293 NW 143RD WAY
ALACHUA, FL 32615

03067-061-060
WILLIAMS HUBERT RAY & GANEANE M
14291 NW 161ST AVE
ALACHUA, FL 32615

03067-062-070
AKRIDGE MICHAEL D & SHATEKA
14365 NW 162ND PL
ALACHUA, FL 32615

03553-000-000
BROOKS JOHNNIE MAE HEIRS
4930 SW 87TH PL
LAKE BUTLER, FL 32054-5966

03547-000-000
CALHOUN & CALHOUN
PO BOX 545
ALACHUA, FL 32616-0545

03067-062-091
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03552-000-000
WALKER SHARRICKA HUNT
14327 NW 155TH PL
ALACHUA, FL 32616

03067-062-088
DEJESUS BERMAN
614 SW 70TH TER APT D
GAINESVILLE, FL 32607

03067-061-055
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-601-004
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-060-032
CANNEGIETER LEROY R & TANYA
14362 NW 159TH LN
ALACHUA, FL 32615

03067-061-067
LEVY SETH G & MONIQUE DE SOUZA BARBOSA
14368 NW 161ST AVE
ALACHUA, FL 32615

03869-003-000
HITCHCOCK & SONS INC
29220 NW 122ND ST
ALACHUA, FL 32615

03067-061-054
MATHIS STANLEY P & ANTOINETTE L
14384 NW 160TH AVE
ALACHUA, FL 32615

03531-012-000
LINING KATINA A
14321 NW 157TH PL
ALACHUA, FL 32615-8740

03067-062-073
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-083
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-105
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-058
COBTY MAJIB & MARIE N
14325 NW 161ST AVE
ALACHUA, FL 32615

03531-008-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03531-014-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03585-001-000
XPANDING INDUSTRIES INC
PO BOX 383
ALACHUA, FL 32616

03067-062-101
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-104
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-004-001
HANCOCK JOSEPH A & CRYSTAL M
14309 NW 159TH PL
ALACHUA, FL 32615

03531-006-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03531-015-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03081-001-000
SMITH H E
18125 NW 42ND PL
OPA LOCKA, FL 33055-3311

03067-061-064
SANDERS BRYAN & AMANDA
14308 NW 161ST AVE
ALACHUA, FL 32615

03067-000-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-006-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03531-010-000
EDWARDS VELMA D
PO BOX 314
ALACHUA, FL 32616-0314

03067-062-103
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-049
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03531-035-000
WHITE JOHN R & TRENITA A
PO BOX 1246
ALACHUA, FL 32616-1246

03605-003-000
GATEWAY BANK OF CENTRAL FLORI
1632 EAST SILVER SPRINGS BLVD
OCALA, FL 34470

03067-062-098
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03584-001-000
M & R INVESTMENTS OF NORTH FL
11 SE 2ND AVE
GAINESVILLE, FL 32601

03548-000-000
SESCO DAVID L
PO BOX 372
LACROSSE, FL 32658

03531-049-000
SRI JAGANNATH CHAITANYA SANGH
2441 NW 43RD ST UNIT 24-A
GAINESVILLE, FL 32606

03531-009-000
MCCLAIN ERICA S
14324 NW 157TH PL
ALACHUA, FL 32615

03067-600-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-060-033
COOK DAVID P JR
14392 NW 159TH LN
ALACHUA, FL 32615

03067-062-095
AMA GAINESVILLE INVESTMENTS THREE LLC
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-052
GIRALDO & MARTINEZ H/W
14344 NW 160TH LN
ALACHUA, FL 32615

03067-062-102
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03542-001-000
WISE LULA M
820 WEST 3RD ST
ST AUGUSTINE, FL 32084

03067-061-059
THOMAS CURTIS L & CANDACE M
14305 NW 161ST AVE
ALACHUA, FL 32615

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03531-029-000
SOUTH ERNEST WAYNE & JUSTINE
2611 ROCK SPRINGS RD
KINGSPORT, TN 37664-5635

03067-601-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-061-037
TAOPO EDWIN & MIDNITTE
14327 NW 160TH LANE
ALACHUA, FL 32615

03081-003-000
CALHOUN JOHNNY B & MARIE
PO BOX 434
ALACHUA, FL 32616

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03067-062-071
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03554-000-000
BRIANT WILLIAM L & JHONA L
14329 NW 186TH AVE
ALACHUA, FL 32615

03546-000-000
LEWIS & LEWIS TRUSTEES
26260 US HIGHWAY 129
BRANFORD, FL 32008

03081-000-000
BAKER & LUNDY
242 BAYBERRY DR
LAKE PARK, FL 33403

03067-004-000
CRUSADERS FOR CHRIST CHURCH
PO BOX 1087
ALACHUA, FL 32616-1087

03542-001-001
GREENE BEVERLY
110 NW 39TH AVE APT 9
GAINESVILLE, FL 32609

03531-007-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03067-062-106
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-004-002
CURTIS NATRON
PO BOX 1087
ALACHUA, FL 32616

03067-061-065
HEWITT THOMAS C
14328 NW 161ST AVE
ALACHUA, FL 32615

03531-034-000
KIMBALL JOHN H
13504 NW 56TH AVE
GAINESVILLE, FL 32653

03551-000-000
HUNT-WALKER SHARRICKA DAWNDREY
PO BOX 545
ALACHUA, FL 32616-0545

03531-033-000
THOMAS LOUISE
PO BOX 1172
ALACHUA, FL 32616-1172

03067-061-056
BROWN WYNDELL A & LATOSHA L
14365 NW 161ST AVE
ALACHUA, FL 32615

03067-062-069
YOUNG RAMONE R
14385 NW 162ND PL
ALACHUA, FL 32615

03550-000-000
SOLOMON JANIE HEIRS
PO BOX 234
MICANOPY, FL 32667

03067-060-002
FOX & ROBERTS
14369 NW 159TH PL
ALACHUA, FL 32615

03067-061-038
MENDOZA & VALDES W/H
14307 NW 160TH LN
ALACHUA, FL 32615

03067-061-057
NGUYEN TONY M & TOMOKO S
14345 NW 161ST AVE
ALACHUA, FL 32615

03531-046-000
DANIELS EVELYN R
PO BOX 584
ALACHUA, FL 32616-0584

03605-001-010
WARRING & WARRING 2 LLC
7106 NW 18TH AVE
GAINESVILLE, FL 32605

03583-001-000
OM NAMAH SHIVAAY LLC
5144 SW 82ND TER
GAINESVILLE, FL 32608

03544-000-000
GARRISON LULA MAE
PO BOX 901
ALACHUA, FL 32616-0901

03531-026-000
LEWIS DIANE R
PO BOX 1421
ALACHUA, FL 32616

03067-062-096
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-093
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-060-003
MCGINNIS-BROWN RUBY D
14349 NW 159TH PL
ALACHUA, FL 32615

03549-001-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALACHUA INC
PO BOX 814
ALACHUA, FL 32616

03067-062-100
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

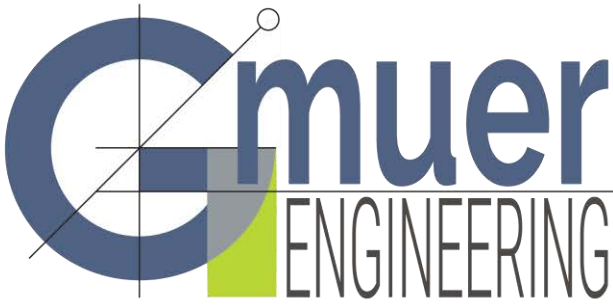
03081-002-000
KIRKLAND MARY L
1275 NE 136TH TER #1
NORTH MIAMI, FL 33161

03067-062-087
ODUM RONNIE & LEEANNE J
14282 NW 163RD PL
ALACHUA, FL 32615

03067-061-068
FLYNN & JANSON
14388 NW 161ST AVE
ALACHUA, FL 32615

03067-061-050
BUONSIGNORE MICHAEL W & MAMI
14304 NW 160TH LN
ALACHUA, FL 32615

03067-060-001
WARD & WARD
14389 NW 159TH PL
ALACHUA, FL 32615



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

Neighborhood Meeting

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000, and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL.

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

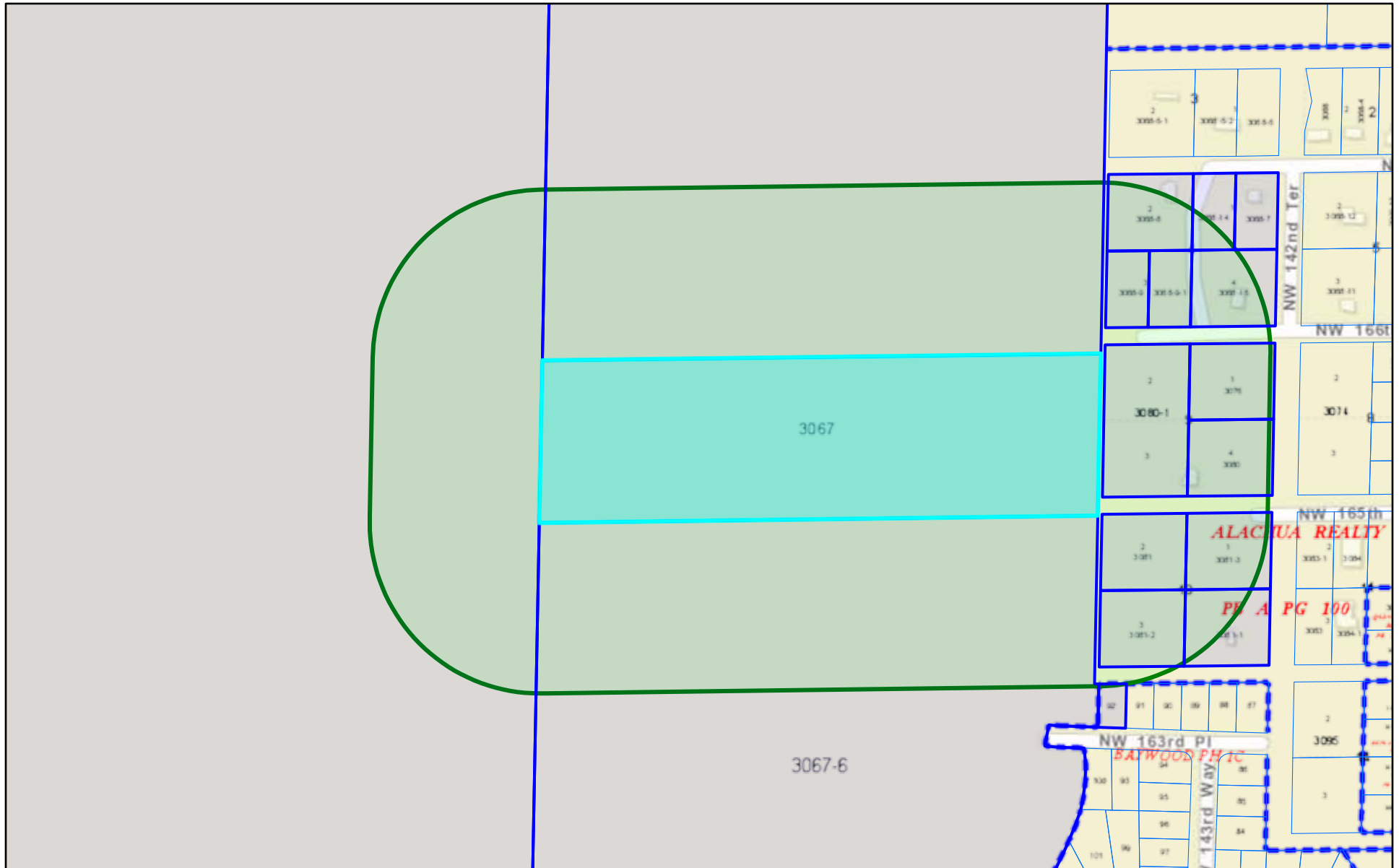
Contact: Forrest Eddleton, (352) 593-3159, Gmuer Engineering, LLC

Gmuer Engineering will be holding a workshop to discuss the site plan revision described above.

Per the City of Alachua Land Development Regulations, the properties are zoned RSF-3 (residential single-family 3). The RSF-3 district is established as a district in which the principal use of land is single-family residential development at a moderate density in areas served by water and sewer systems. The regulations of this district are intended to discourage any use that would substantially interfere with the development of single-family dwellings and that would be detrimental to the quiet residential nature of the district. Complementary uses customarily found in residential zone districts, such as community facilities, religious institutions, parks and playgrounds, and schools, are also allowed. The minimum lot area is 10,000 square feet and the maximum density allowed is three dwelling units an acre.

The purpose of the workshop is to inform neighboring property owners about the nature of the proposal and to seek comments. We look forward to seeing you there.

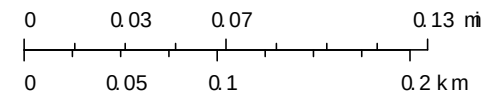
Tara Forest East Revision Public Notice - 400ft Buffer



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Parcels

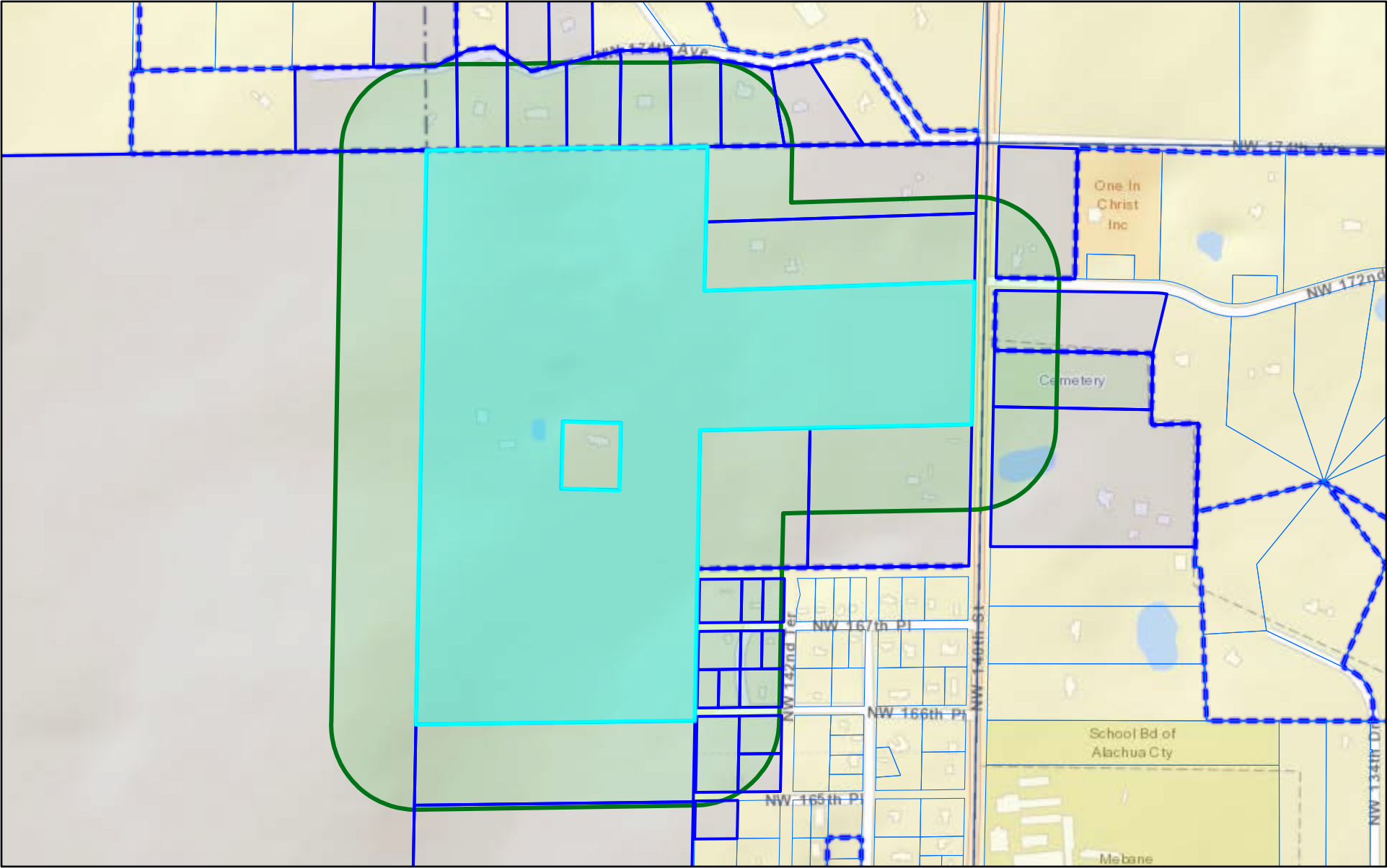
1:4,514



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Insert Author Name Here
County of Alachua, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, ACPA

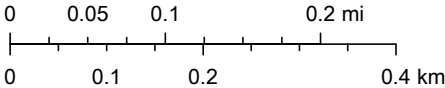
Tara Forest East Revision Public Notice - 400 ft Buffer (Parcel 2)



8/29/2019, 5:08:53 PM

 Parcels

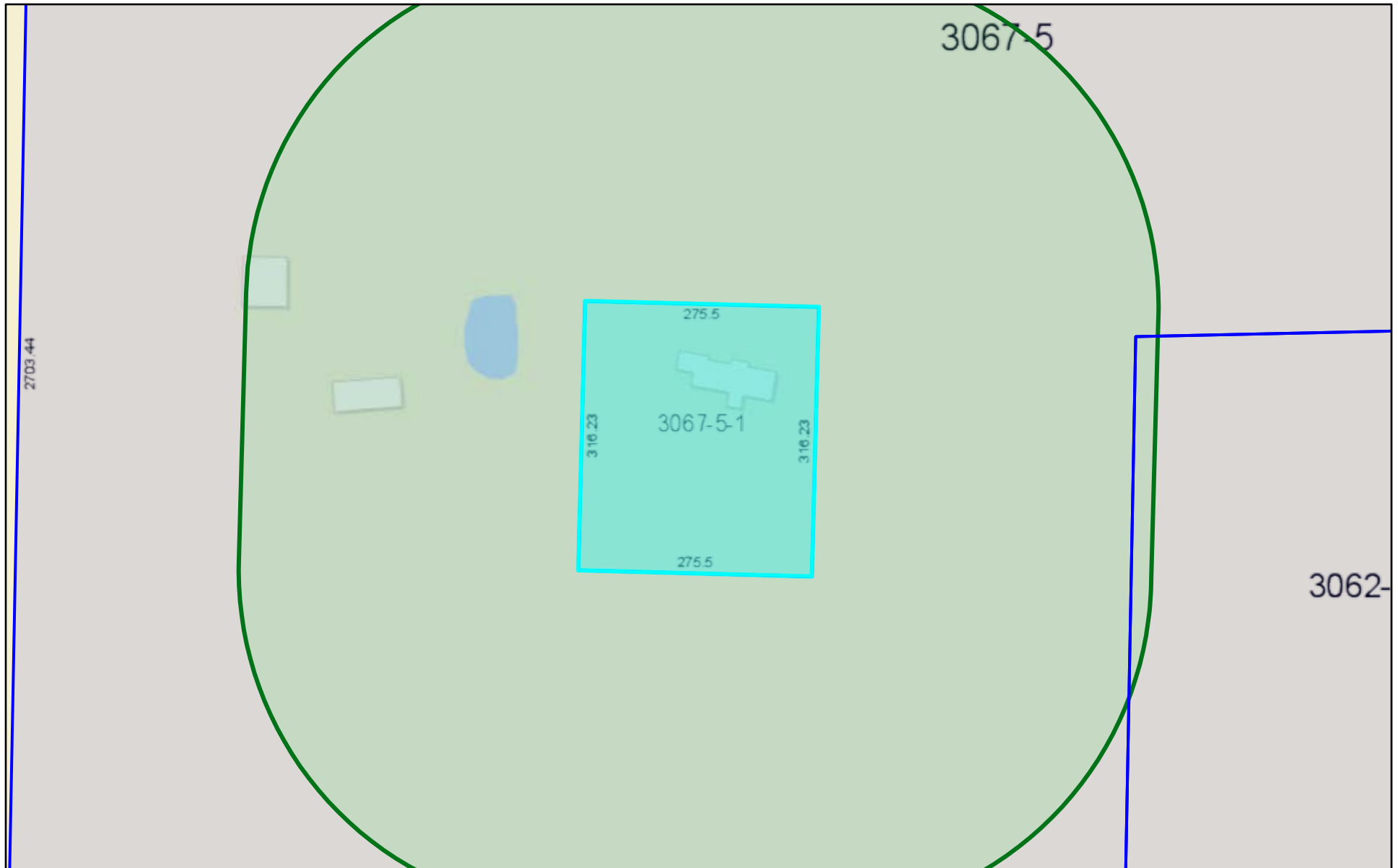
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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

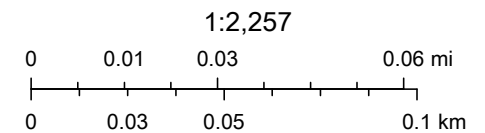
County of Alachua, Esri, HERE, Garmin, INCREMENT P, NGA, USGS | ACPA |
Insert Author Name Here

Tara Forest East Revision Public Notice - 400 ft Buffer (Parcel 3))



8/29/2019, 5:11:43 PM

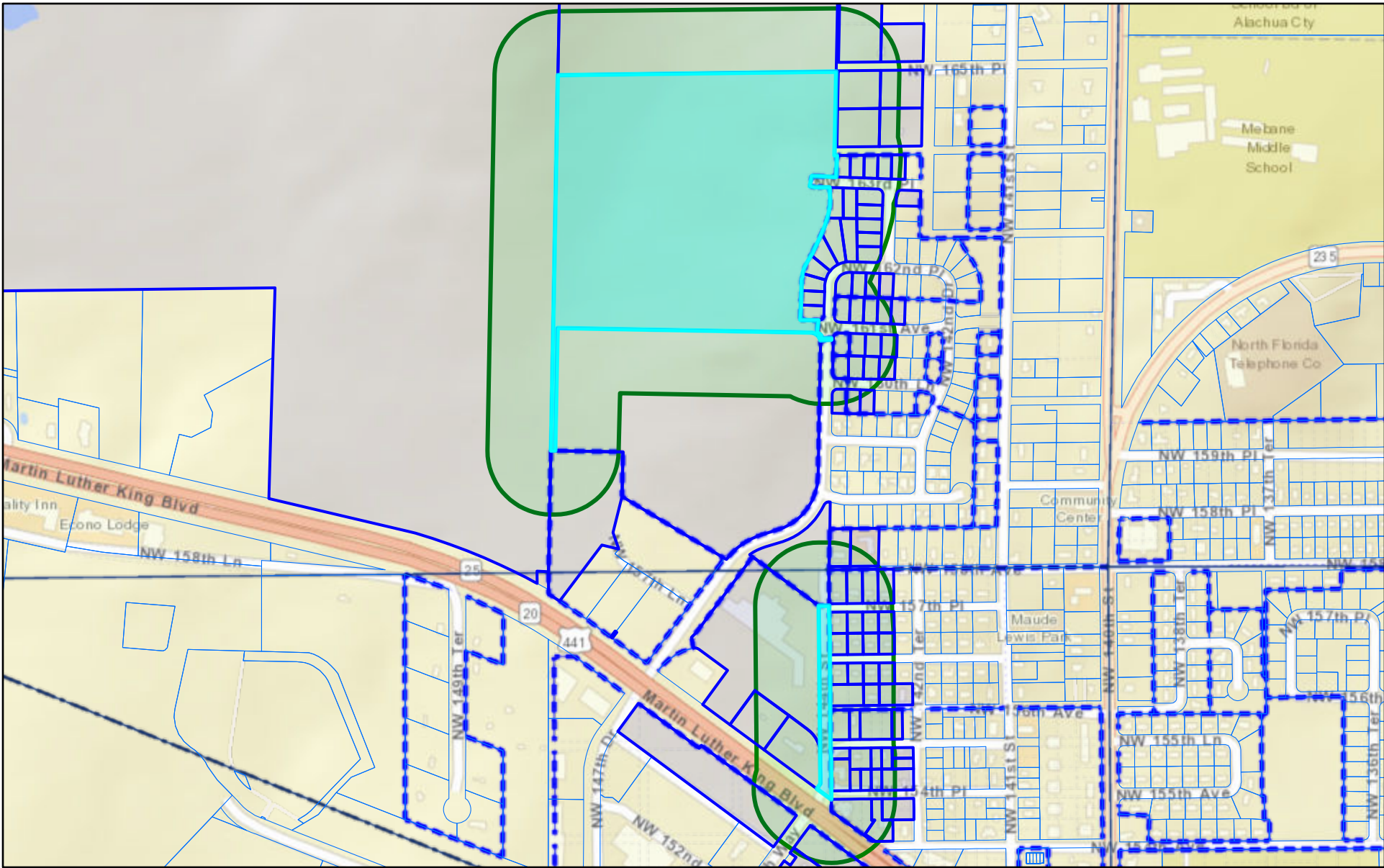
 Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

County of Alachua, Esri, HERE, Garmin, INCREMENT P, NGA, USGS | ACPA |

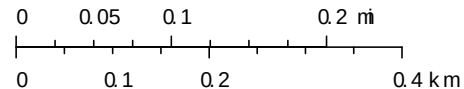
TFE Revision Public Notice - 400ft Buffer Parcel 4



9/3/2019, 4:54:57 PM

Parcels

1: 9,028



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

County of Alachua, Esri, HERE, Garmin, INCREMENT P, NOAA, USGS | ACPA |



STATE OF FLORIDA
COUNTY OF ALACHUA

Published Daily and Sunday
Gainesville, Florida

Before the undersigned authority personally appeared Kim Kanemoto who on oath says that she is an Advertising Account Executive of THE GAINESVILLE SUN, a daily newspaper published in Gainesville in Alachua County, Florida (with circulation in Alachua, Bradford, Columbia, Dixie, Gilchrist, Levy, Union, Counties), that the attached copy of advertisement, being a Public Notice relating to the matter of

GF-GH049444

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000 and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL.

The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615.

Contact: Forrest Eddleton

Phone: (352) 593-3159 - Gmuer Engineering, LLC

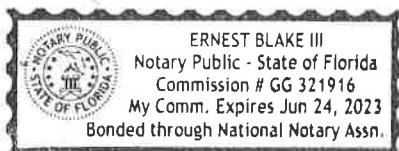
was published in said newspaper in the issues of Saturday, September 07, 2019.

Affiant further says that THE GAINESVILLE SUN is a newspaper published at Gainesville, in said Alachua County, Florida and that the said newspaper has heretofore been continuously published in said Alachua County, each day, and has been entered as second class mail matter at the post office in Gainesville, in said Alachua County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount for publication in said newspaper.

Sworn to and subscribed before me this 9th day of September A.D. 2019.

Notary Public

Witness



US tells pregnant migrant woman to wait in Mexico

By Nomaan Merchant and Verónica G. Cárdenas
The Associated Press

MATAMOROS, Mexico — Eight-and-a-half-months pregnant and experiencing contractions, a Salvadoran woman who had crossed the Rio Grande and was apprehended by the Border Patrol was forced to go back to Mexico.

Agents took her to the hospital, where doctors gave her medication to stop the contractions. And then, according to the woman and her lawyer, she was almost immediately sent back to Mexico.

There, she joined the more than 38,000 people forced to wait across the border for immigration court hearings under a rapidly expanding Trump administration policy. And her plight highlights the health risks and perils presented by the "Remain in Mexico" program.

The woman was waiting Thursday with her 3-year-old daughter in a makeshift tent camp in Matamoros, Mexico, next to an international bridge, due to give birth any day, said her attorney, Jodi Goodwin.

"She's concerned about having the baby in the street or having to have the baby in a shelter," Goodwin said.

Pregnant women face special hazards in



In this Aug. 30 photo, migrants, many who were returned to Mexico under the Trump administration's "Remain in Mexico" program, wait in line to get a meal in an encampment near the Gateway International Bridge in Matamoros. (VERONICA G. CARDENAS/THE ASSOCIATED PRESS)

Mexico because places where migrants wait to enter the U.S. often don't have access to regular meals, clean water, and medical care.

Many shelters at the Mexico border are at or above capacity already, and some families have been sleeping in tents or on blankets in the blistering summer heat. Reports have abounded of migrants being attacked or kidnapped in Mexican border cities, especially in Tamaulipas state across from South Texas, where the Salvadoran mother is waiting for a November court date.

The Associated Press is not identifying the woman from El Salvador

because she fears for her safety.

The U.S. government does not automatically exempt pregnant women from the "Remain in Mexico" program. U.S. Customs and Border Protection declined to comment on the woman's case.

The program — officially called the Migrant Protection Protocols — was instituted by the U.S. and Mexico as a way of deterring migrants from crossing the border to seek asylum. Mexico has cooperated with the expansion of the program at the behest of President Donald Trump, who threatened crippling tariffs in June if Mexico did not do more to stop

migrants.

The U.S. Department of Homeland Security has said people in "vulnerable populations" may be exempt from being sent to Mexico. But pregnant women are not necessarily considered "vulnerable" by CBP, a subsidiary of the department.

"In some cases, pregnancy may not be observable or disclosed, and may not in and of itself disqualify an individual from being amenable for the program," CBP said in a statement. "Agents and officers would consider pregnancy, when other associated factors exist, to determine amenability for the program."

Mexico declares success in slowing migrant flow

By Maria Verza and Christopher Sherman
The Associated Press

MEXICO CITY — Under threat of crippling U.S. tariffs, Mexico said Friday it had reduced the flow of migrants arriving at its northern border by 56% in three months.

Foreign Secretary Marcelo Ebrard said he believes Mexico's strategy of cracking down on illegal migration with a National Guard deployment, investment in Central America and allowing the U.S. to make more asylum seekers wait in Mexico is enough to avert President Donald Trump's threat to impose tariffs on all Mexican imports.

Ebrard is scheduled to meet with U.S. officials Tuesday at the White House to review the progress.

"We're showing that the strategy that Mexico put forward has been successful," Ebrard said. "I don't expect a tariff threat Tuesday because it wouldn't make sense."

Using U.S. Customs and Border Protection data, Ebrard said the number of migrants apprehended at the U.S.-Mexico border in August was 63,989, down from 144,266 in May. Ebrard's numbers include those who presented themselves at U.S. ports of entry and were deemed inadmissible.

Mexico has reinforced

security on its porous southern border and set up checkpoints on highways leading north, deploying 21,000 police and troops across the nation. Ebrard said there had been seven formal complaints of human rights violations involving the National Guard, a relatively low number which he saw as another sign of success.

The enforcement has been paired with an incipient economic development plan. Mexico has agreed with Honduras and El Salvador to expand a tree-planting program that aims to keep farmers on their land through direct payments and provide them with income-generating fruit and timber trees.

Mexico has committed \$60 million to that program and another to create job opportunities for youth.

Some 4,300 Central American migrants are working in Mexico's version of that program in the south, Ebrard said.

Mexican President Andres Manuel López Obrador, a leftist who took office Dec. 1 promising better treatment of migrants, instead has embraced the fight against migrant smuggling.

In recent weeks, he has seldom mentioned the U.S. pressure and depicts the crackdown on migrants as a struggle to defend Mexican laws.

Trump challenges California's action on emission standards

By Tom Krisher and Ellen Knickmeyer
The Associated Press

DETROIT — The Trump administration on Friday launched an all-out assault on California over mileage rules, opening an anti-trust investigation and telling state officials that they appear to be violating federal law in a deal with four automakers setting tougher automotive emission standards.

The outcome of the emissions fight will make or break an effort by President Donald Trump to relax Obama-era mileage standards nationwide. California's congressionally granted authority to set its own, tougher emissions standards under the 1970 Clean Air Act has long prodded automakers to adopt more fuel-efficient passenger vehicles.

Ford and Honda confirmed receiving a letter from the U.S. Justice Department informing them of an antitrust inquiry into a July deal with California, in which the two automakers along with Volkswagen and BMW agreed to stricter emissions standards than preferred by Trump. The Department of Transportation and the Environmental Protection Agency sent a letter to California saying the deal appears to violate the Clean Air Act and other laws.

"Congress has squarely vested the authority to set fuel economy standards for new motor vehicles, and nationwide standards for GHG (greenhouse gas) vehicle emissions, with the federal government, not with California or any other state," the agencies wrote in a letter dated Friday to the California Air Resources Board, which oversees auto emissions in the state.

California has emerged as a leader of state-level efforts to block Trump



In this April 18 file photo, a sign for the Department of Justice hangs in the press briefing room at the Justice Department, in Washington. (PATRICK SEMANSKY/ASSOCIATED PRESS FILE PHOTO)

administration moves weakening environmental protections. As part of those efforts, dozens of lawsuits have been filed challenging administration rollbacks.

Trump long has made clear he wants to end California's clout in setting mileage standards. Gov. Gavin Newsom remained defiant in the face of Friday's administration actions.

"The Trump administration has been attempting and failing to bully car companies for months now," Newsom said in a statement. "We remain undeterred. California stands up to bullies and will keep fighting for stronger clean car protections that protect the health and safety of our children and families."

Ford spokesman T.R. Reid confirmed Friday that the company received the Justice Department letter on the antitrust issue and said the company is cooperating. He would not disclose which

other automakers may have gotten the letter, but Honda confirmed that it also had received it.

The July deal bypassed the Trump administration's plan to freeze emissions and fuel economy standards adopted under the Obama administration at 2021 levels.

The four automakers agreed with the California Air Resources Board to reduce emissions by 3.7% per year starting with the 2022 model year, through 2026. That compares with 4.7% yearly reductions through 2025 under the Obama standards, according to California.

Emissions standards are closely linked with fuel economy requirements because vehicles pollute less if they burn fewer gallons of fuel.

The Justice Department gave no details of why it believed the deal could have violate federal law meant to prohibit anti-competitive behavior by companies. The EPA refused further comment.

Former Zimbabwe leader Robert Mugabe dies

By Farai Mutsaers and Christopher Torchia
The Associated Press

HARARE, Zimbabwe — Former Zimbabwean leader Robert Mugabe, an ex-guerrilla chief who took power when the African country shook off white minority rule and presided for decades while economic turmoil and human rights violations eroded its early promise, has died in Singapore. He was 95.

Mugabe enjoyed strong support from Zimbabwe's people soon after he became the first post-colonial leader of what had been British-controlled Rhodesia.

Often violent farm seizures from whites who owned huge tracts of land made him a hated figure in the West and a hero in Africa.

His successor, President Emmerson Mnangagwa, tweeted Friday that an "icon of liberation" had died. Mnangagwa, a long-time loyalist until Mugabe dismissed him from his Cabinet, named Mugabe as a national hero, Zimbabwe's highest posthumous honor.

He said the nation would observe an official mourning period for its late leader, "a great teacher and mentor" and "a remarkable statesman of our century." No date or other details were given.

Singapore's Foreign Ministry said it was working with Zimbabwe on arrangements to fly Mugabe's body



In this March 18, 2008, file photo, Zimbabwe President Robert Mugabe addresses party supporters at a rally in Gweru, about 155 miles south of Harare, Zimbabwe. (TSVANGIRAYI MUKWAZHI/ASSOCIATED PRESS FILE PHOTO)

home. In recent years, Mugabe sought medical treatment at Gleneagles Hospital in Singapore.

Presidential spokesman George Charamba told The Associated Press that Mugabe was readmitted to the hospital complaining of chest pains. His personal doctor, Dr. Jonathan Matenga, was flown to Singapore and with Mugabe when he died at 4:45 a.m. Friday, Charamba said.

Mugabe's popularity began to rise again after Mnangagwa failed to deliver on promises of economic recovery and

appeared to take an even harsher and more repressive stance against critics. Many began to publicly say they missed Mugabe.

Forced to resign amid pressure from the military, his party and the public in November 2017, Mugabe was defiant throughout his long life, railing against the West for what he called its neo-colonialist attitude and urging Africans to take control of their resources — a populist message that was often a hit, even as many nations on the continent shed the strongman model and moved toward democracy.

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a preliminary plat and a Special Exception for a proposed subdivision resulting in roughly 211 residential single-family lots with townhouse dwellings. The site is located generally NW of NW 147th Drive and NW 161st Ave., Alachua, FL on TP#03067-006-000. The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615. Contact: Forrest Eddleton Phone: (352) 593-3159 - Gmuier Engineering, LLC

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000 and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL. The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615. Contact: Forrest Eddleton Phone: (352) 593-3159 - Gmuier Engineering, LLC

NOTICE OF RESCHEDULED HEARING

The tentative hearing adopting a millage rate and budget on September 3, 2019 for the Levy County Board of County Commissioners is being rescheduled due to Hurricane Dorian.

A rescheduled tentative budget hearing will be held on:

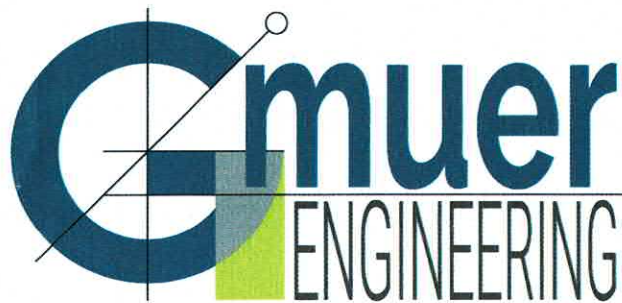
September 10, 2019

5:01 P.M. at

Levy County Courthouse,

County Commission Room

355 S Court Street, Bronson, FL 32621



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

e

Meeting Sign-in Sheet

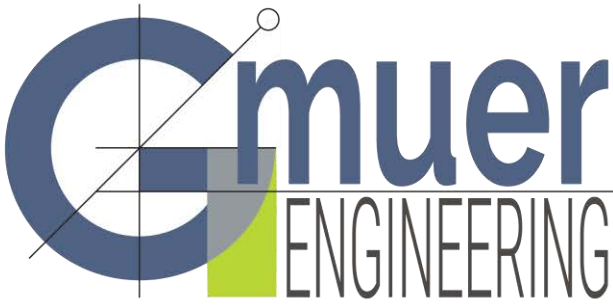
Re: Tara Forest East and Tara Baywood - Neighborhood Workshop

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

NAME	Email	Phone
Dennis Mylek	DSMYLEK@Pachell.Nor	603-748-0537
SILVIA MONKHARA NANCE	SILVIA@NanceLanEstate.com	(352) 870-8772
SAYED MONKHARA	SAYED@MONKHARA.COM	(352) 278-5317
Gayle Fabiano	noe.buddee@yahoo.com	
LaTosha Brown	latoshamiles@yahoo.com	706-536-8299
Paul Flynn	paul.flynn82@yahoo.com	404-313-2529
Ryan Ward	ward.Ryan@yahoo.com	352-514-9898
Jean Calderwood	Jean.Calderwood@gmail.com	386-588-4309
Hugh Calderwood	Hugh.Calderwood@gmail.com	
MONIQUE LEVY	MONIQUE.SOUZA.26@gmail.com	857-247-7132



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Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

Meeting Agenda and Notes

Re: Tara Forest East and Tara Baywood – Neighborhood Workshop

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

Agenda

- Explanation of the development proposal and application
- Explanation of the character and nature of the process for review
- Comments and questions and discussion of potential conflicts

Meeting Notes:

Several questions asking about the general layout and location of the stormwater facilities, how they will look like, and the design requirements. The questions were address by:

- Referred to the conceptual plans and indicated all locations of the proposed stormwater facilities
- Described the stormwater facilities as normally dry ponds that would fill during storm events and slowly discharge a portion of the water downstream and infiltrate the remainder of the water into the soils
- Stormwater permitting was described to be completed with the SRWMD and the City of Alachua and that the design would be completed up front for all phases of the development. The Design Storm is the 100Yr-240Hr event which is similar to two large storms back to back such as two tropical storms resulting in 18 inches of rain.

Two participants expressed they were happy to see townhomes becoming an option in the local housing market

General concerns over the increase in residents and associated traffic were expressed

- We reviewed the road connections proposed with Phase 1 of Tara Forest East to CR241 and that a traffic study was completed with this application to be reviewed by the City and the traffic generation numbers were quoted from the report along with the current City of Alachua roadway capacity numbers of the affected segments.
- Participants were also directed to the City's Long Range Transportation Plan and the recent community discussions at Commission meetings

Meeting adjourned at 7:00pm

DRAFT

DRAFT
LAYOUT

TARA
BAYWOOD
SUBDIVISION

CLIENT :
TARA
BAYWOOD
SUBDIVISION

REVISION :
QUALITY CONTROL
C.A. GARDNER, P.E.

DATE :
10/01/2020
PROJECT # :
18-00033

FL CA # 19103
2803 NW 13TH ST, SUITE 314
GAINESVILLE, FL 32609

ENGINEERING
C.A. GARDNER, P.E.

REVISIONS
2019-06-13 DRAFT BLOCK
2019-06-27 REVISION LAYOUT
2019-06-28 REVISION LAYOUT

REVISIONS
2019-06-13 DRAFT BLOCK
2019-06-27 REVISION LAYOUT
2019-06-28 REVISION LAYOUT

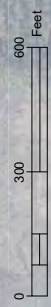
REVISIONS
2019-06-13 DRAFT BLOCK
2019-06-27 REVISION LAYOUT
2019-06-28 REVISION LAYOUT

REVISIONS
2019-06-13 DRAFT BLOCK
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REVISIONS
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2019-06-28 REVISION LAYOUT

REVISIONS
2019-06-13 DRAFT BLOCK
2019-06-27 REVISION LAYOUT
2019-06-28 REVISION LAYOUT



FOR PLANNING USE ONLY

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

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

A. APPLICANT

1. Applicant's Status (check one):

☐ Owner (title holder) ☒ Agent

2. Name of Applicant(s) or Contact Person(s): Christopher A. Gmuer, PE Title: President

Company (if applicable): Gmuer Engineering, LLC

Mailing address: 2603 NW 13th Street, Box 314

City: Gainesville State: FL ZIP: 32609

Telephone: 352-593-3134 FAX: _____ e-mail: chrisg@gmuereng.com

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

Name of Owner (title holder): Alachua Development Co, LLC

Mailing Address: 16469 Bridelwood Cir

City: Delray Beach State: FL ZIP: 33445

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

B. PROJECT

1. Project Name: Tara Baywood

2. Address of Subject Property: Generally NW of NW 147th Drive and NW 161st Ave

3. Parcel ID Number(s): 03067-006-000

4. Section 10 Township 8S Range 18E Grant _____ Acreage: ±36.37

5. Existing Use of Property: Timberland-site index 80-89

6. Future Land Use Map Designation: Medium Density Residential / Commercial

7. Zoning Designation: Residential, Single Family (RSF-6) / Commercial, Intensive (CI)

8. Development Data (check all that apply):

☒ Single Family Residential

Number of Units 211

☐ Multi-Family Residential

Number of Units _____

☐ Exempt (see exempt developments on page 2)

9. Review Type:

Preliminary Development Order

☐ Comprehensive Plan Amendment

☐ Large Scale

☐ Small Scale

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

☐ Revised

Final Development Order

☒ Preliminary Plat

☐ Final Plat

☐ Site Plan

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

Elementary: Irby (K-2), Alachua (3-5)

Middle: Mebane

High: Santa Fe High

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

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

Student Generation Calculations: Single Family Residential Development

Elementary School	<u>211</u>	units	x	<u>0.14</u>	Elementary School Multiplier*	<u>30</u>	Student Stations**
Middle School	<u>211</u>	units	x	<u>0.06</u>	Middle School Multiplier*	<u>13</u>	Student Stations**
High School	<u>211</u>	units	x	<u>0.08</u>	High School Multiplier*	<u>17</u>	Student Stations**

Student Generation Calculations: Multi-Family Residential Development

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

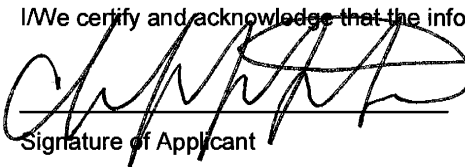
* Student generation multipliers may be obtained from SBAC at:
http://www.sbac.edu/pages/ACPS/Departments_Programs/DepartmentsAF/D_thru_F/FacilitiesMainConstr/Local_Certification_Packets/City_of_Alachua
** Round to the nearest whole number

EXEMPT DEVELOPMENTS (check all that apply):

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

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

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

 12/9/2019
Signature of Applicant

Signature of Co-applicant

Christopher Gmuer
Typed or printed name and title of applicant

Typed or printed name of co-applicant

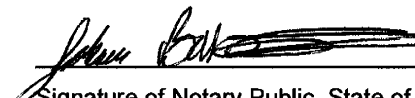
State of Florida County of Alachua

The foregoing application is acknowledged before me this 9th day of December, 2019, by Christopher Gmuer

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

NOTARY SEAL

Joshua Barton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG298232
Expires 2/4/2023


Signature of Notary Public, State of Florida

Certification

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

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

Elementary SCSA: _____

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

Middle SCSA: _____

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

High SCSA: _____

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

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

Capacity Required: _____

Available Capacity: _____

Available Capacity: _____

Available Capacity: _____

☐ **Denied** for reasons stated: _____

☐ **Local Government Certification**

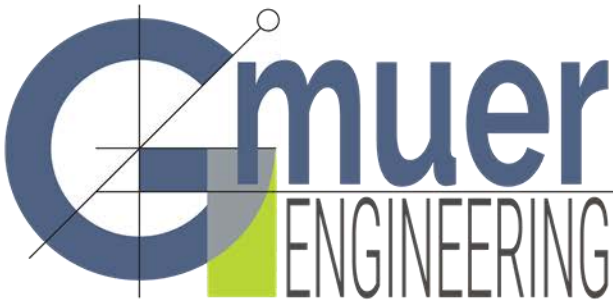
Approved by: _____

Date: _____

☐ **School Board Staff Certification**

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

Date: _____



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

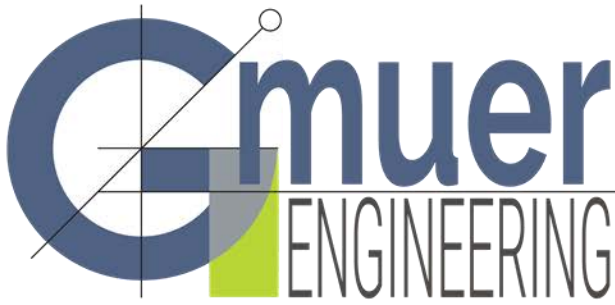
gmuereng.com

Tara Baywood Legal Descriptions

Parcel 03067-006-000

A PORTION OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF BAYWOOD PHASE 1C, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 17 AND 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE N.89°56'50"E., ALONG THE SOUTH BOUNDARY OF SAID BAYWOOD PHASE 1C, A DISTANCE OF 85.50 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S.04°52'19"W., A DISTANCE OF 60.27 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3823, PAGE 513 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS THE FOLLOWING FIVE (5) CALLS: N.89°54'58"W. A DISTANCE OF 280.91 FEET; THENCE N.01°44'31"W., A DISTANCE OF 4.97 FEET; THENCE N.89°55'41"W., A DISTANCE OF 421.90 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 03°47'06" AND A CHORD BEARING AND DISTANCE OF N.88°15'26"W., 7.60 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 7.60 FEET TO THE END OF SAID CURVE; THENCE N.89°54'28"W., A DISTANCE OF 499.80 FEET TO A POINT ON THE EAST BOUNDARY OF A 30 FOOT NON-EXCLUSIVE ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3819, PAGE 825 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3823, PAGE 513, ALONG THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT AND THE SOUTHERLY PROJECTION THEREOF, S.00°04'34"W., A DISTANCE OF 576.90 FEET TO A POINT ON THE NORTH BOUNDARY OF BAYWOOD CENTRE AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY PROJECTION OF THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT, ALONG THE NORTH BOUNDARY OF SAID BAYWOOD CENTRE, S.89°57'21"W., A DISTANCE OF 29.75 FEET TO A POINT ON THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10; THENCE DEPARTING THE NORTH BOUNDARY OF SAID



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Gainesville, FL 32609
Ph. (352) 281-4928

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BAYWOOD CENTRE, ALONG SAID WEST BOUNDARY, N.00°04'30"E., A DISTANCE OF 1786.13 FEET TO THE N.W. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2082, PAGE 2132 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10, ALONG THE NORTH BOUNDARY OF SAID LANDS, S.89°26'48"E., A DISTANCE OF 1324.74 FEET TO THE N.E. CORNER OF SAID LANDS AND A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE ALONG SAID EAST BOUNDARY, S.00°01'22"W., A DISTANCE OF 351.01 FEET TO THE N.W. CORNER OF LOT 2, BLOCK 15, OF ALACHUA REALTY CO.S' ADDITION TO THE CITY OF ALACHUA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 'A', PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 15 OF SAID ALACHUA REALTY CO.S' ADDITION TO THE CITY OF ALACHUA, N.88°22'19"E., A DISTANCE OF 9.89 FEET TO THE N.W. CORNER OF AFOREMENTIONED BAYWOOD PHASE 1C; THENCE ALONG THE WESTERLY BOUNDARY OF SAID BAYWOOD PHASE 1C, THE FOLLOWING TEN (10) COURSES: S.00°03'52"W., A DISTANCE OF 115.81 FEET; THENCE N.89°55'23"W., A DISTANCE OF 87.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 05°55'28" AND A CHORD BEARING AND DISTANCE OF N.87°00'29"W., 28.42 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 28.44 FEET TO THE END OF SAID CURVE; THENCE S.08°59'15"W., A DISTANCE OF 50.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°18'13" AND A CHORD BEARING AND DISTANCE OF S.86°50'30"E., 35.74 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 35.76 FEET TO THE END OF SAID CURVE; THENCE S.89°55'23"E., A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1012.50 FEET, A CENTRAL ANGLE OF 18°41'51" AND A CHORD BEARING AND DISTANCE OF S.17°43'23"W., 328.95 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 330.41 FEET TO THE END OF SAID CURVE; THENCE S.27°12'36"W., A DISTANCE OF 60.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 154.50 FEET, A CENTRAL ANGLE OF 27°04'06" AND A CHORD BEARING AND DISTANCE OF S.13°38'50"W., 72.31 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 72.99 FEET TO THE END OF SAID CURVE; THENCE S.00°04'10"W., A DISTANCE OF 189.27 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 35.26 ACRES, MORE OR LESS.

2005 JUL 14 04:36 PM BK 3168 PG 1293

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK10 Receipt#244022
Doc Stamp-Deed: 25,235.00

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

Parcel ID Number: 03067-006-000

Warranty Deed

This Indenture, Made this 12th day of July, 2005 A.D., Between
441 Properties of Alachua, Ltd., a Florida limited partnership

of the County of Alachua, State of Florida, grantor, and
Alachua Development Co., LLC, a Florida limited liability company
whose Federal Tax I.D. Number is 51-0543569 and whose Document Number
issued by the State of Florida is L05000047244
whose address is: 16469 Bridlewood Circle, Delray Beach, FL 33445

of the County of Palm Beach, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Alachua State of Florida to wit:
See Exhibit "A" attached hereto.

SUBJECT TO THE FOLLOWING:

- A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
- B. Restrictions and matters appearing on the plat and/or common to the subdivision;
- C. Taxes for the year 2005 and subsequent years.

THE REASON FOR INSERTING THE FEDERAL TAX IDENTIFICATION NUMBER AND THE DOCUMENT NUMBER ISSUED BY THE STATE OF FLORIDA IS TO AVOID CONFUSION BETWEEN THE NAME OF THE GRANTEE NAMED HEREIN WITH ANY OTHER LIMITED LIABILITY COMPANY OF THE SAME OR SIMILAR NAME.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence:

441 Properties of Alachua, Ltd., a
Florida limited partnership

By: 441 Management, Inc., a Florida
corporation, GENERAL PARTNER

Mariene Pendergast
Printed Name: Mariene Pendergast
Witness

By: James W. Shaw, President (Seal)
P.O. Address: P.O. Box 1990, Alachua, FL 32616

Darryl J. Tompkins
Printed Name: DARRYL J. TOMPKINS
Witness



STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 12th day of July, 2005 by
James W. Shaw, President of 441 Management, Inc., a Florida corporation
and a general partner of 441 Properties of Alachua, Ltd., a Florida
limited partnership, on behalf of the corporation and the partnership
he is personally known to me or he has produced his Florida driver's license as identification.



Mariene Pendergast
My Commission DD248314
Expires September 09 2007

Mariene Pendergast
Printed Name: Mariene Pendergast
Notary Public
My Commission Expires:

EXHIBIT A

PARCEL I:

A TRACT OF LAND SITUATED IN SECTIONS 10 AND 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF REFERENCE AND RUN S.89°25'30"W., ALONG THE NORTH LINE OF SAID SECTION 15 AND ALONG THE NORTH LINE OF HITCHCOCK'S ADDITION TO THE CITY OF ALACHUA AS RECORDED IN PLAT BOOK "F", PAGE 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1320.00 FEET TO THE NORTHWEST CORNER OF LOT 10 OF SAID HITCHCOCK'S ADDITION AND THE TRUE POINT OF BEGINNING; THENCE RUN S.00°36'00"E., ALONG THE WEST LINE OF SAID HITCHCOCK'S ADDITION AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 1080.60 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441 (A.K.A. STATE ROAD NO. 20 AND 25); THENCE RUN NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 84.84 FEET MORE OR LESS TO A BOUNDARY CORNER OF THE CERTAIN TOTAL TRACT OF LAND AS DESCRIBED IN THREE PARCELS WITHIN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 1735, PAGES 1740 THROUGH 1743 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TOTAL TRACT OF LAND BEING HEREINAFTER REFERRED TO AS PARCEL "A"; THENCE RUN NORTHERLY, WESTERLY, AND SOUTHERLY, ALONG THE BOUNDARY LINES OF SAID PARCEL "A" WITH THE FOLLOWING SIX (6) COURSES: N.36°15'17"E., 29.82 FEET; N.00°36'00"W., 837.57 FEET; N.53°44'43"W., 395.00 FEET; S.36°15'17"W., 445.15 FEET; S.43°58'53"W., 32.06 FEET; S.11°15'41"E., 51.00 FEET TO A NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 2002, PAGE 111 OF SAID PUBLIC RECORDS, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS PARCEL "B"; THENCE RUN SOUTHWESTERLY, ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL "B" WITH A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 264.50 FEET, THROUGH AN ARC ANGLE OF 42°29'02", AN ARC DISTANCE OF 196.12 FEET TO THE END OF SAID CURVE; THENCE RUN S.36°15'17"W., ALONG SAID WESTERLY BOUNDARY LINE OF PARCEL "B", A DISTANCE OF 10.00 FEET TO THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441; THENCE RUN N.53°47'36"W., ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 327.25 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 2932.77 FEET; THENCE RUN NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND WITH SAID CURVE THROUGH AN ARC ANGLE OF 05°56'26", AN ARC DISTANCE OF 304.08 FEET (CHORD BEARING AND DISTANCE OF N.56°23'07"W., 303.94 FEET RESPECTIVELY) TO THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE RUN N.01°00'53"E., ALONG SAID WEST LINE, A DISTANCE OF 100.65 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 15; THENCE RUN N.01°00'53"E., ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, A DISTANCE OF 2360.55 FEET; THENCE RUN S.88°30'19"E., A DISTANCE OF 1324.77 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 10; THENCE RUN S.01°01'05"W., ALONG SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 2311.39 FEET TO THE TRUE POINT OF BEGINNING.

ALSO: PARCEL II

BLOCKS 15, 16, 17, 20, 21, 22, 23 AND ALSO LOTS 1 AND 2 OF BLOCK 26 AND ALSO LOTS 1 AND 2 OF BLOCK 27 ALL OF ALACHUA REALTY COMPANY'S ADDITION TO ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS: ALL OF CENTURY OAKS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "U" PAGE 59, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ALSO LESS: PARCEL NO. 5 OF "CENTURY OAKS" AS RECORDED IN OFFICIAL RECORDS BOOK 2203, PAGE 503 AND PARCEL NO. 8 OF "CENTURY OAKS" AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 591, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

INSTRUMENT # 2152178

2 PGS



2018 Roll Details — Real Estate Account At Unassigned Location RE

[Print this page](#)

Real Estate Account #03067 006 000 [Parcel details](#) [Latest bill](#) [View/Print full bill history](#)

Pay All: \$219.59

2019	2018	2017	2016	...	2002
\$219.59 due	PAID	PAID	PAID		PAID

[Apply for the 2020 Installment Payment Plan](#)

[Get Bills by Email](#)

PAID 2018-12-05 \$216.60
Effective 2018-11-30
Receipt #18-0048027

Owner: ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445
Situs: Unassigned Location RE

Account number: 03067 006 000
Alternate Key: 1011618
Millage code: 1700
Millage rate: 22.5620

Assessed value: 10,000
School assessed value: 10,000
Unimproved land value: 10,000



Location is not guaranteed to be accurate.

Property Appraiser

2018 Annual bill

[View](#)

Ad valorem: \$225.62
Non-ad valorem: \$0.00
Total Discountable: 225.62
No Discount NAVA: 0.00
Total tax: \$225.62

Legal description

COM NE COR SEC 15-8-18 W 1320 FT POB S 1080.60 FT NWLY ALG R/W 84.84 FT M/L N 36 DEG E 29.82 FT N 837.57 FT N 53 DEG W 395 FT S 36 DEG W 445.15 FT S 43 DEG W 32.06 FT S 11 DEG E 51 FT SWLY ALG CURVE 196.12 FT S 36 DEG W 10 FT N 53 DEG W 327.25 FT NWLY ALG CURVE 304.08 FT N 100.65 FT TO THE NW COR OF N NE1/4 SEC 15 N 2360.55 FT E 1324.77 FT S 2311.39 FT POB ALSO BKS 15 16 17 20 21 22 & 23 LOTS 1 & 2 OF BK 26 LOTS 1 & 2 BK 27 ALACHUA REALTY CO ADDN TO ALACHUA PB A-100 (LESS PARCEL K/A CENTURY OAKS UNREC'D S/D LOT 5 PER OR 2203/0503) (LESS PARCEL K/A CENTURY OAKS UNREC'D S/D LOT 8 PER OR 2205/0591) LESS CENTURY OAKS S/D PB U-59)(LESS BAYWOOD PH 1-A PER PB 28 PG 10) (LESS Location

Book, page, item: 3168-1293-
Geo number: 10-08-18-03067006000
Range: 18
Township: 08
Section: 10
Neighborhood: 233200.50
Use code: 05500
Total acres: 32.400



Christopher Gmuer

From: Regulatory-Support@srwmd.org
Sent: Friday, May 24, 2019 6:16 PM
To: sayed@moukhtara.com; Christopher Gmuer; Regulatory-Support@srwmd.org
Cc: SR-Regulatory-Mail@sjrwmd.com; Regulatory-Support@srwmd.org
Subject: SRWMD(EP): Confirmation of On-line ERP application submittal: Submittal Confirmation Number 245819.

Thank you for your online application. Applicant(s): Sayed Moukhtara
Project Name: Tara Forest East Subdivision
Your submittal confirmation number is 245819.
Permit number: 234749-1

You can print an invoice [here](#).

You will receive a receipt confirmation email when your application is accepted for processing.* Until then, please include the project name and confirmation number listed above on any correspondence with the District regarding this application.

Please address all email correspondence to Regulatory-Support@srwmd.org

*** Important Notice:**

In order for the District to consider your electronic application, all documents must be in a format that the District can store and print. If the documents are not in the correct format, then the District cannot consider the application as received. Upon the District's successful receipt of the electronic application, the District will send you a confirmation email with the application number and a summary of the information received by the District.

Please note: As of October 1, 2017, the District will no longer send a copy of an application to the U.S. Army Corps of Engineers. You will need to apply separately to the Corps using the appropriate federal application form for activities under federal jurisdiction. Please see the Corps' Jacksonville District Regulatory Division Sourcebook for more information about federal permitting. Please call your local Corps office if you have questions about federal permitting.

Any documents, calculations, drawings, or plans (hereafter collectively referred to as 'electronic files') submitted electronically, which must be signed, sealed, and dated by an appropriate registered professional as required by Florida Statutes, must be signed and sealed in accordance with applicable rules 61G15-23.003, 61G16-2.005, 61G17-7.0025, or 61G10-11.010, F.A.C.

The electronic files listed below were attached to your application.

We provide two ways for you to sign and seal your electronic documents. You can generate a signature document, which you can sign and send in, or you can digitally sign the files. If you submitted digitally signed files, you do not need to generate the signature document. (For information about digitally signing files, select Digital signatures from the E-Permitting Help menu.)

1. Click Applications Sent - Pending Acceptance on the ERP, or CUP tab.
2. Click Sign & Seal or Add a document in your application's Document Management column to see the files submitted with the application.

3. Click on the Generate Signature File radio button.
4. Enter the professional's name, type of professional registration, and license number.
5. Check the box(es) next to the file(s) to be signed.
6. Click the Submit button.
7. The system will create a form with the professional's information and a list of the files selected (name, SHA number, description).
8. Print, sign and crimp that form, and send it to the District.

If you require assistance, please call the District at 386-362-1001

File Name: 18_0046_C_000_COVER.pdf

Size: 3380582 bytes

Checksum: B6579766E5F38811CE347EB84FBD94E687F5862F

File Name: 18_0046_C_005_VICINITY_MAP.pdf

Size: 181640 bytes

Checksum: 195C51014928DAE46B9612DB6DDD2723954C9850

File Name: 2018_09_01_TFE_Geotechnical_Report_S_S.PDF

Size: 3344463 bytes

Checksum: B4C21768B64AC45B421CC5F570E1DA35852838BF

File Name: 2019_05_03_TFE_SRWMD_4A_Signed.pdf

Size: 616062 bytes

Checksum: AFDF3BB901E5601EA662F0C3F3A7C619A7D007E7

File Name: 2019_05_03_TFE_SRWMD_4B_Signed.pdf

Size: 556355 bytes

Checksum: 1F2F61BA96F4D510B7EE0D0DFEAD57F963B302ED

File Name: 2019_05_03_TFE_SRWMD_4C_Signed.pdf

Size: 403046 bytes

Checksum: 9764AB02A39EBFC8DD00CCC9FBD479DB43923283

File Name: 2019_05_20_Tara_Forrest_East___Stormwater_Management_Report.pdf

Size: 7218810 bytes

Checksum: A76A39F712AB3E7945AE150E59CBC1AD0CA35024

File Name: 2019_05_24_Tara_Forrest_East___Plans.pdf

Size: 22650842 bytes

Checksum: 3DA407A5665404315E91DE71C86A053C7B0D9297

File Name: Application_pdf

Size: -1 bytes

Checksum: null

Application for Individual and Conceptual Approval Environmental Resource Permit and Authorization to Use State-Owned Submerged Lands

Florida Department of Environmental Protection/
Water Management Districts

Effective June 1, 2018



Instructions for Use of This Form:

This form is designed to assist you in submitting a complete application. All applications must include Section A- General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant's Handbooks Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C., and the Applicant's Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

What Sections of the Application Must I Fill Out?

Type of Activity	Section A	Section B	Section C	Section D	Section E	Section F	Section G	Section H
Fill in wetlands or waters for a single family residence?	Y	Y	N	N	N	N	N	N
Docks, shoreline stabilization, seawalls associated with a single family residence?	Y	Y	N	N	N	Y, as needed	N	N
Wetland impacts (other than association with an individual residence)?	Y	N	Y	N	N	N	N	N
Boating facilities, a marina, jetty, reef, or dredging?	Y	N	Y	Y	N	Y, as needed	N	N
Any work on state owned submerged land?	Y	N	Y	N	N	Y	N	N
Construction of a stormwater management system?	Y	N	Y, as needed	N	Y	N	N	N
Constructing a mitigation bank?	Y	N	Y	N	Y, as needed	N	Y	N
Creating a mine?	Y	N	Y, as needed	N	N	N	N	Y

Note- if you are required to provide Section B, then you do not have to provide any other Sections, unless the activities are on state-owned submerged lands. In that case, Section F will also be required.

If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).

Section A: General Information for All Activities

Part 1: Name, Application Type, Location, and Description of Activity

A. Name of project, including phase if applicable: **Tara Forest East Subdivision**

B. This is for (check all that apply):

- ☒ Construction or operation of **new** works, activities and/ or a stormwater management system
- ☐ **Conceptual Approval** of proposed works, activities and/ or a stormwater management system
- ☐ Modification or Alteration of **existing** works activities and / or a stormwater management system. Provide the existing DEP or WMD permit #, if known: _____ Note: Minor modifications do not require completion of this form, and may instead be requested by letter in accordance with section 6.2 of Applicant's Handbook Volume I.
- ☐ **Maintenance or repair** of works, activities and/ or stormwater management system previously permitted by the DEP or WMD. Provide existing permit #, if known: _____
- ☐ Abandonment or removal of works, activities and/ or stormwater management system Provide existing DEP or WMD permit #, if known: _____
- ☐ Operation of an **existing unpermitted** work, activity, and/or stormwater management system.
- ☐ Construction of additional phases of a permitted work, activity, or system.
Provide the existing DEP or WMD permit #, if known: _____

C. **List the type of activities proposed. Check all that apply, and provide the supplemental information requested in each of the referenced application sections.** Please also reference Applicant's Handbooks I and II for the type of information that may be needed.

- ☐ Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a Noticed General Permit: **Provide the information requested in Section B. Do not complete Section C.**
- ☐ Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual single-family residence). *Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, restoration/ enhancement.* **Provide the information requested in Section C.**

- ☐ Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**
- ☐ Activities that are (or may be) located within, on or over state-owned submerged lands (See Chapter 18-21, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21>): **In addition to Section B or C, also provide the information requested in Section F**
- ☒ Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**
- ☐ Creation or modification of Mitigation Bank (refer to Chapter 62-342, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342>): **Provide the information requested in Section G.**
- ☐ Mines (as defined by in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**
- ☐ Other, describe: _____ Please contact the Agency to determine which additional sections of the application are needed. See Attachment 2 for Agency contacts.
- D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit: **Development of a 320 unit subdivision in phases**
- E. Project/Activity Street/Road Address or other location (if applicable): **17002 NW CR241**
City: **Alachua** County(ies)**Alachua** Zip: **32615**
- Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.
- F. Project location map and Section, Township, and Range information (use additional sheets if needed):
Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.
Land Grant name, if applicable:
- Section(s): 10 Township: 8S Range: 18E
- G. Latitude (DMS) **29.810771** Longitude (DMS) **82.500287** (Taken from central location of the activity). Explain source for obtaining latitude and longitude (i.e. U.S.G.S. Quadrangle Map, GPS, online resource): **Google Maps**

H. Tax Parcel Identification Number(s): **03067-000-000,03067-005-000,03067-005-001**

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

I. Directions to Site (from major roads; include distances and landmarks as applicable): **From City of Alachua go north on CR241 and site will be on your left just before NW 172nd Ave**

J. Project area or phase area: **113.49** acres

K. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge:

Receiving Waterbody	Class Type	Outstanding Florida Water	Aquatic Preserve
Mill Creek	III Fresh	no	no

The following questions (L-N) are not applicable to activities related to a single-family residence, including private single-family residential docks, piers, seawalls or boat ramps.

L. Is it part of a larger plan of development or sale? ☐ yes ☒ no

M. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable):
39 acres or square feet

N. Volume of water the system is capable of impounding (if applicable):

Normal Pool: 0 acre-feet. Depth 0 ft.

Maximum Pool: 55.5 acre-feet. Depth ft.

Part 2: Supplemental Information, and Permit History

A. Is this an application to modify an existing Environmental Resource Permit, or to construct or implement part of a multi-phase project, such as a project with a Conceptual Approval permit? ☐

Yes ☒ No *If you answered "yes", please provide permit numbers below:*

AGENCY	DATE	PERMIT/ APPLICATION NO.	PROJECT NAME

B. Indicate if there have been any **pre-application meeting(s)** with the DEP, WMD, or delegated local government, or other discussions, meetings, or coordination with other stakeholders or agencies about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s):

AGENCY	DATE	LOCATION	MEETING ATTENDEES

- C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H.** However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activities.
- D. **Processing Fee: Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Appendix D of Applicant's Handbook Volume 1 to determine the appropriate fee.

Part 3: Applicant and Associated Parties Information

Instructions: Please complete the following sections. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

A. Applicant (Entity Must Have Sufficient Real Property Interest)		
☐ This is a Contact Person for Additional Information		
Name: Last: Moukhtara	First: Sayed	Middle:
Title:	Company: Tara Forest, LLC	
Address: 7717 NW 20th Ln		
City: Gainesville	State: FL	Zip: 32605
Home Telephone:	Work Telephone:	
Cell Phone: (352) 278-5317		
E-mail Address: sayed@moukhtara.com		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		
B. Land Owner(S) (If Different or in Addition to Applicant)		
☐ Check here if land owner is also a co-applicant		
Name: Last: Moukhtara	First: Sayed	Middle:
Title:	Company: Tara Forest, LLC	
Address: 7717 NW 20th Ln		
City: Gainesville	State: FL	Zip: 32605
Home Telephone:	Work Telephone:	
Cell Phone: (352) 278-5317		
E-mail Address: sayed@moukhtara.com		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

C. Operation and Maintenance Entity (see Applicant's Handbook I, Section 12.3)			
Entity Name:	Contact: Last: Moukhtara	First: Sayed	Middle:
Title:	Company: Tara Forest, LLC		
Address: 7717 NW 20th Ln			
City: Gainesville	State: FL	Zip: 32605	
Home Telephone:		Work Telephone:	
Cell Phone: (352) 278-5317			
E-mail Address: sayed@moukhtara.com			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐			

D. Co-Applicant (If Different or In Addition to Applicant and Owner)		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:		Work Telephone:
Cell Phone:		
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

E. Registered Professional Consultant ☒ This is a contact person for additional information		
Name: Last: Gmuer	First: Christopher	Middle: A
Title:	Company: Gmuer Engineering	
Address: 2603 NW 13th ST Box 314		
City: Gainesville	State: FL	Zip: 32609
Home Telephone:		Work Telephone: (352) 281-4928
Cell Phone:		
E-mail Address: chrisg@gmuereng.com		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

F. Environmental Consultant ☐ This is a contact person for additional information		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:		Work Telephone:

Cell Phone:		
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		
G. Agent Authorized to Secure Permit (If Different from Consultant) ☐ This is a contact person for additional information		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:		Work Telephone:
Cell Phone:		
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

If necessary, please add additional pages for other contacts and property owners related to this project.

H. Real Property Interest

- a. Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3(d) of Applicant's Handbook Volume I. **Please attach evidence of the applicant's real property interest over the land upon which the activities subject to the application will be conducted, including mitigation areas (if applicable).** Refer to Sections 4.2.3(d)-(e) for sufficient real property interest documentation.
- b. For activities that require a recorded notice in accordance with rule 62-330.090(7), F.A.C., please provide either the complete legal description of the property or a copy of the pages of the document recorded in the public records that contains the complete legal description. If the land upon which the proposed activities are to occur is not owned by the applicant, the applicant must also provide copies of any right-of-way, leases, easements, or other legal agreement which authorizes the applicant to perform the activities on those lands.

Additional Addresses

Applicant	
------------------	--

Land Owner	
-------------------	--

Operation and Maintenance Entity	
---	--

	,
--	---

Registered Professional Consultant	,
---	---

Environmental Consultant	,
---------------------------------	---

Agent	,
--------------	---

Compliance Entity	,
--------------------------	---

Consultant	,
-------------------	---



Engineering & Consulting, Inc.

**SUMMARY REPORT OF A
GEOTECHNICAL SITE EXPLORATION
TARA BAYWOOD - BASINS
ALACHUA, ALACHUA COUNTY, FLORIDA
GSE PROJECT No. 14241A**

Prepared For:
GMUER ENGINEERING
OCTOBER 2019

Certificate of Authorization No. 27430



Engineering & Consulting, Inc.

October 21, 2019

Christopher Gmuer, P.E., President
Gmuer Engineering
2603 NW 13th Street, Box 314
Gainesville, FL 32609

Subject: Summary Report of a Geotechnical Site Exploration
Tara Baywood - Basins
Alachua, Alachua County, Florida
GSE Project No. 14241A

Dear Mr. Gmuer:

GSE Engineering & Consulting, Inc. (GSE) is pleased to submit this geotechnical site exploration report for the above referenced project.

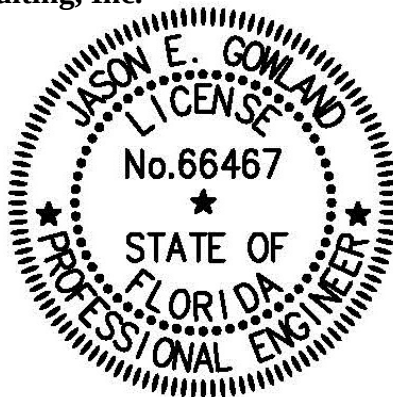
Presented herein are the findings and conclusions of our exploration, including the geotechnical parameters and recommendations to assist with stormwater management designs.

GSE appreciates this opportunity to have assisted you on this project. If you have any questions or comments concerning this report, please contact us.

Sincerely,

GSE Engineering & Consulting, Inc.

Kevin P. Fisher, E.I.
Staff Engineer



This item has been digitally signed and sealed by

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.

Jason E. Gowland, P.E.
Senior Geotechnical Engineer
Florida Registration No. 66467

KPF/JEG:maj
Z:\Projects\14241A Tara Baywood - Basins\14241A.doc

Distribution: Addressee (1 - Electronic)
File (1)

GSE Engineering & Consulting, Inc.
5590 SW 64th Street, Suite B
Gainesville, Florida 32608
(352) 377-3233 Phone ♦ (352) 377-0335 Fax
www.gseengineering.com
Certificate of Authorization No. 27430

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1. Project Site Location Map
2. Site Plan Showing Approximate Locations of Field Tests

1.0 INTRODUCTION

1.1 General

GSE Engineering & Consulting, Inc. (GSE) has completed this geotechnical exploration for the proposed Tara Baywood stormwater basins located in Alachua, Alachua County, Florida. This exploration was performed in accordance with GSE Proposal No. 2019-553 dated September 13, 2019. Mr. Christopher Gmuer, P.E., President, of Gmuer Engineering authorized our services on September 13, 2019

1.2 Project Description

This project will consist of a 210 unit townhome development. The site is located at the west termination of NW 161st Avenue and north of the Lowes commercial development in Alachua, Florida. The site contains approximately 35 acres. You provided information about the project and site plans illustrating the locations of the proposed improvements.

The site has significant topography changes, with an overall slope down from the east to the west. Site elevations generally range from about 145 feet at the east end to 86 feet at the southwest corner.

You provided a plan indicating the locations of two stormwater basins. We understand soil excavated from the basins will be used as fill in other areas of the site, if suitable.

A recent aerial photograph of the site was obtained. The site plan and aerial photograph were used in preparation of this exploration and report.

1.3 Purpose

The purpose of this geotechnical exploration was to determine the general subsurface conditions, evaluate these conditions with respect to the proposed construction, provide a discussion of the suitability of the various soil materials encountered for use as fill on the project, and prepare geotechnical parameters to assist with the stormwater basin designs.

2.0 FIELD AND LABORATORY TESTS

2.1 General Description

The procedures used for field sampling and testing are in general accordance with industry standards of care and established geotechnical engineering practices for this geographic region. This exploration consisted of performing sixteen (16) auger borings to depths of 15 to 20 feet bls in the area of the proposed stormwater management facilities.

The soil borings were performed at the approximate locations as shown on Figure 2. The borings were located at the site using the provided site plan and obvious site features as reference. The boring locations should be considered approximate. The soil borings were performed from September 23 through 24, 2019.

2.2 Auger Borings

The auger borings were performed in accordance with ASTM D1452. The borings were performed with flight auger equipment that was rotated into the ground in a manner that reduces soil disturbance. After penetrating to the required depth, the auger was retracted and the soils collected on the auger flights were field classified and placed in sealed containers. Representative samples of each stratum were retained from the auger boring. Results from the auger borings are provided in Section 5.1.

2.3 Soil Laboratory Tests

The soil samples recovered from the soil borings were returned to our laboratory, and examined to confirm the field descriptions. Representative samples were then selected for laboratory testing. The laboratory tests consisted of seventeen (17) percent soil fines passing the No. 200 sieve determinations, seventeen (17) natural moisture content determinations, three (3) Atterberg Limits tests, and five (5) constant head hydraulic conductivity tests. These tests were performed in order to aid in classifying the soils and to further evaluate their engineering properties. The laboratory tests are provided in Section 5.2.

3.0 FINDINGS

3.1 Surface Conditions

Mr. Kevin P. Fisher, E.I. with GSE visited the site on September 19, 2019 to observe the site conditions and mark the boring locations. Mr. Jason Kite with Jason Kite, LLC was retained by GSE to clear lanes to allow access to the boring locations for drilling equipment.

The site is partially wooded with large trees and sparse underbrush. The southern and western portions of the site are relatively open with tall weeds. A soil mound is present along the southern property line. Residential homes are present east of the site while a commercial building is located south of the site.

The topography at the site is moderately sloping down toward the west from the east. Regional topography is gently rolling hills. The Alachua County Growth Management website indicates the ground surface elevations at the site are near elevations 86 to 145 feet¹.

3.2 Subsurface Conditions

The locations of the auger borings are provided on Figure 2. Complete logs for the borings are provided in Section 5.1. Descriptions for the soils encountered are accompanied by the Unified Soil Classification System symbol (SM, SP-SM, etc.) and are based on visual examination of the recovered soil samples and the laboratory tests performed. Stratification boundaries between the soil types should be considered approximate, as the actual transition between soil types may be gradual.

The auger borings located in the proposed stormwater management facilities indicate the soils across these areas are relatively consistent. The auger borings initially penetrated 0 to 20 feet of sand with silt, sand with clay, and silty sand (SP-SM, SP-SC, SM). This was underlain by clayey to very clayey sand (SC, SC/CL) with some interbedded strata of sand with clay (SP-SC) to depths of 15 to 20 feet bls. Auger borings P-2, P-6, P-14, and P-16 encountered clay-rich soils consisting of sandy clay and clay with sand (CL/CH) underlying the clayey to very clayey sand (SC) at depths ranging from approximately 7 to 16 feet bls.

The groundwater table was not encountered in the auger borings at the time of our investigation.

3.3 Review of Published Data

The majority of the site is mapped as eight soil series by the Soil Conservation Service (SCS) Soil Survey for Alachua County². The following soil descriptions are from the Soil Survey.

Arredondo fine sand, 0 to 5 percent slopes – This nearly level to gently sloping, well drained soil is in both small and large areas of uplands. Slopes are smooth to convex. The areas are irregular in shape and range from about 10 to 160 acres in size.

¹ Alachua County Growth Management website, <http://mapgenius.alachuacounty.us/>.

² Soil Survey of Alachua County, Florida. Soil Conservation Service, U.S. Department of Agriculture.

Tara Baywood - Basins

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Typically, the surface layer is dark grayish brown fine sand about 8 inches thick. The subsurface layer is fine sand to a depth of 49 inches. The upper 23 inches is yellowish brown, and the lower 18 inches is brownish yellow. The subsoil extends to a depth of 86 inches or more. The upper 5 inches is yellowish brown loamy sand; the next 10 inches is yellowish brown sandy clay loam, and the lower 22 inches is dark yellowish brown sandy clay and sandy clay loam.

Included with this soil in mapping are small depressional areas of soils that have a very dark gray or black surface layer 8 to 24 inches thick. This layer overlies gray sandy material. These areas are shown by wet spot symbols. Also included are small areas of Fort Meade, Gainesville, Kendrick, and Millhopper soils. A few areas of this soil include Arredondo soils that have 5 to 8 percent slopes. Some areas of this soil in the western part of the county have small spots of strongly acid to medium acid soil material 40 to 70 inches deep to calcareous limestone. Limestone boulders, fragments of limestone, and sinkholes are in some areas of this soil, mainly in the limestone plain sections of the western part of the county. Most of these boulders are siliceous. The sinkholes and the boulders are shown by appropriate map symbols. Total included areas are about 15 percent.

In this Arredondo soil, the available water capacity is low in the sandy surface and subsurface layers and low to medium in the loamy subsoil. Permeability is rapid in the surface and subsurface layers and moderately slow to moderate in the loamy subsoil. Natural fertility is low in the sandy surface and subsurface layers and medium in the finer textured subsoil. Organic matter content is low. The water table in this soil is at a depth of more than 72 inches. Surface runoff is slow.

Fort Meade fine sand, 0 to 5 percent slopes. This nearly level to gently sloping, well drained soil is in both small and large areas on the gently rolling uplands. The areas are mostly irregular in shape and range from about 10 to 400 acres.

Typically, the surface layer is fine sand about 14 inches thick. The upper 10 inches is very dark brown, and the lower 4 inches is very dark grayish brown. The underlying layer is fine sand to a depth of 80 inches or more. In sequence from the top, the upper 20 inches is dark brown; the next 9 inches is dark yellowish brown; the next 28 inches is yellowish brown; and the lower 14 inches is dark brown.

Included with this soil in mapping are small areas of Arredondo, Gainesville, Kendrick, and Millhopper soils. Also included are small areas of soils which are similar to the Fort Meade soil but which have only 6 to 10 inches of a very dark gray or very dark grayish brown surface layer over a fine sand or loamy sand underlying layer. Total included areas are less than 15 percent.

In this Fort Meade soil, the available water capacity is low to medium. The permeability is rapid. The natural fertility is low. Organic matter content of the surface layer is moderately low to high. Surface runoff is slow. The water table is more than 72 inches below the surface.

Millhopper sand, 0 to 5 percent slopes – This nearly level to gently sloping, moderately well drained soil is in small and large irregularly shaped areas on uplands and on slightly rolling knolls in the broad flatwoods. Slopes are mostly nearly smooth or convex. The areas are variable in size. They range from about 10 to 250 acres.

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Typically, the surface layer is dark grayish brown sand about 9 inches thick. The subsurface layer is sand or fine sand about 49 inches thick. The upper 17 inches is yellowish brown, the next 22 inches is light yellowish brown, and the lower 10 inches is very pale brown. The subsoil extends to a depth of 89 inches. The upper 6 inches is yellowish brown loamy sand that has grayish and brownish mottles; the next 22 inches is light gray, mottled sandy clay loam; and the lower 3 inches is light gray, mottled sandy loam.

Included with this soil in mapping are small areas of Arredondo, Bonneau, Fort Meade, Gainesville, Kanapaha, Lochloosa, and Sparr soils. Siliceous limestone boulders and small sinks are within some delineations. Small areas of Millhopper soils that have 5 to 8 percent slopes are also included. About 25 acres mapped as this Millhopper soil along the Santa Fe River is occasionally flooded. Total included areas are about 20 percent or less.

This Millhopper soil has a water table that is at a depth of 40 to 60 inches for 1 to 4 months and at a depth of 60 to 72 inches for 2 to 4 months during most years. The available water capacity is low in the surface and subsurface layers and is low to medium in the subsoil. Permeability is rapid in the surface and subsurface layers, moderately rapid in the upper 6 inches of the subsoil, and slow to moderately slow below this depth. Natural fertility is low. Organic matter content is low to moderately low.

Lochloosa fine sand, 2 to 5 percent slopes - This gently sloping, somewhat poorly drained soil is in small and large areas on the rolling uplands. Slopes are slightly convex.

Typically, the surface layer is dark gray fine sand about 7 inches thick. The subsurface layer is yellowish brown loamy sand or sand to a depth of 31 inches. It has light gray and yellowish brown mottles below a depth of 21 inches. The subsoil extends to 76 inches. The upper 4 inches is dark gray, mottled fine sandy loam; the next 19 inches is gray sandy loam; and the lower 22 inches is gray sandy clay loam. Between depths of 76 and 83 inches, the underlying material is mixed light gray and greenish gray sandy clay loam.

This Lochloosa soil has a water table that is about 30 to 40 inches below the surface for 1 to 4 months during most years. The water table rises to a depth of 20 to 30 inches for 1 to 3 weeks. Surface runoff is slow. The available water capacity is low to medium in the sandy surface and subsurface layers and medium in the subsoil. Permeability is rapid in the surface and subsurface layers, moderate in the upper part of the subsoil, and slow in the lower part.

Kendrick sand, 2 to 5 percent slopes – This gently sloping, well drained soil is in both small and large areas on the gently rolling uplands. These areas are mostly irregularly shaped or elongated and range from about 20 to 200 acres.

Typically, the surface layer is dark grayish brown sand about 9 inches thick. The subsurface layer is yellowish brown loamy sand to a depth of 26 inches. The subsoil extends to a depth of 90 inches or more. The upper 5 inches is yellowish brown fine sandy loam; the next 20 inches is dark yellowish brown, mottled sandy clay loam; the next 22 inches is dark yellowish brown sandy clay loam; the next 10 inches is yellowish brown, mottled fine sandy loam; and the lower 7 inches is yellowish brown sandy clay loam.

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Included with this soil in mapping are some small areas of soils that have similar characteristics to the Kendrick soils except that they have loamy sand surface and subsurface layers less than 20 inches thick over a sandy clay loam subsoil. Small areas of soils that are similar to the Kendrick soils but have fine sand surface and subsurface layers or have a subsoil that is sandy clay throughout are included. Also included are small areas of Arredondo, Blichton, Bonneau, Lochloosa, and Norfolk soils. A few areas of Kendrick soils have 0 to 2 percent slopes to 5 to 8 percent slopes. Small moderately eroded spots are in a few areas. Sinkholes and limestone boulders are in some areas and are shown by appropriate symbols. Total included areas are about 15 percent.

In this Kendrick soil, the available water capacity is low in the surface and subsurface layers, medium in the upper 5 inches of the subsoil, and medium to high below this depth. Permeability is rapid in the surface and subsurface layers. Permeability is moderate to moderately rapid in the upper 5 inches of the subsoil, moderately slow to moderate in the next 42 inches, slow in the lower 17 inches. Organic matter content is low to moderately low in the surface layer. The water table is more than 72 inches below the surface. Surface runoff is moderately slow.

Norfolk loamy fine sand, 5 to 8 percent slopes – This sloping, well drained soil is in irregularly shaped areas on small, sharp breaking slopes and in irregularly shaped and elongated areas on the long hillsides of the rolling uplands. These areas range from 8 to 35 acres.

Typically, the surface layer is dark grayish brown loamy sand about 6 inches thick. The subsurface layer is light yellowish brown loamy sand about 5 inches thick. The subsoil extends to a depth of 75 inches or more. The upper 35 inches is yellowish brown sandy clay loam; the next 16 inches is yellowish brown, mottled sandy clay loam; and the lower 13 inches is mottled, yellowish brown and gray sandy clay.

Included with this soil in mapping are small areas of Kendrick, Lochloosa, and Bivans soils. Also included are small areas of soils that have a yellowish brown, clayey subsoil at a depth of less than 20 inches and have gray mottles within 30 inches of the surface. In a few small areas, the subsoil extends to a depth of less than 60 inches. Also included are small areas of soils that are similar to Norfolk soils but have more than 5 percent, by volume, nodules and fragments of ironstone. Limestone boulders and sinkholes are included in some areas and are shown by appropriate symbols. Total included areas are about 20 percent.

This Norfolk soil has a water table that is at a depth of 48 to 72 inches for 1 to 2 months during most years. Wetness is caused by hillside seepage. Surface runoff is rapid. The available moisture capacity is low in the sandy surface and subsurface layers and medium to high in the loamy and clayey subsoil. Permeability is rapid in the surface and subsurface layers. It is moderately slow in the upper part of the subsoil and very slow to slow in the lower part. Natural fertility is low in the sandy surface and subsurface layers and medium in the underlying subsoil. Organic matter content is low to moderately low.

Lochloosa fine sand, 5 to 8 percent slopes. - This sloping, somewhat poorly drained soil is in relatively small areas on sharp breaking slopes and along long, narrow slopes of the upland. The areas are mostly irregular or elongated in shape and range from about 10 to 50 acres.

Typically, the surface layer is grayish brown fine sand about 5 inches thick. The subsurface layer is light yellowish brown, mottled fine sand to a depth of 25 inches. The subsoil extends to a depth of 67 inches. The upper 5 inches is yellowish brown, mottled sandy loam; the next 5 inches is mottled light yellowish brown and gray sandy clay loam; and the lower 32 inches is gray mottled sandy clay loam. Between depths of 67 to 80 inches, the underlying material is gray, mottled sandy clay and fine pockets of sandy loam and sandy clay loam.

Included with this soil are small areas of Blichton, Kendrick, Micanopy, and Norfolk soils. Also included are small areas of soils that are similar to Lochloosa soils in drainage and texture but have a subsoil less than 20 inches below the surface. Small areas of Lochloosa soils that have 2 to 5 percent slopes are included. Small moderately eroded spots are in some areas. Rock outcrops and sinkholes are in some areas and are shown by appropriate symbols. Total included areas are about 20 percent.

This Lochloosa soil has a water table that is about 30 to 50 inches below the surface for 1 to 3 months during most years. The water table may be at a depth of 20 to 30 inches for 1 to 3 weeks. Wetness is caused by hillside seepage. Surface runoff is medium on this soil. The available water capacity is low in the sandy surface layer and medium in the subsoil. Permeability is rapid in the surface and subsurface layers, moderate in the upper part of the subsoil, and slow in the lower part. Natural fertility is low in the sandy surface and subsurface layers and low to medium in the loamy subsoil. Organic matter content is low in the surface layer.

3.4 Laboratory Soil Analysis

Selected soil samples recovered from the soil borings were analyzed for the percent soil fines passing the No. 200 sieve, natural moisture content, Atterberg Limits, and hydraulic conductivity. Samples selected for laboratory testing were collected at depths ranging from 2 to 13.5 feet bls. These tests were performed to confirm visual soil classification and evaluate their engineering properties. The complete laboratory report is provided in Section 5.2.

The laboratory tests indicate the tested soils consist of silty sand, clayey sand, very clayey sand, and sandy clay. The tested silty sand (SM) contains approximately 17 to 24 percent soil fines passing the No. 200 sieve with natural moisture contents of about 5.9 to 12 percent. The tested clayey sand (SC) contains approximately 18 to 25 percent soil fines passing the No. 200 sieve with natural moisture contents of about 6.1 to 15 percent. The tested very clayey sand (SC/CL) contains approximately 31 to 46 percent soil fines passing the No. 200 sieve with natural moisture contents of about 16 to 31 percent. The tested sandy clay (CL/CH) contains approximately 52 percent soil fines passing the No. 200 sieve with a natural moisture content of about 30 percent.

Atterberg Limits tests indicate the tested very clayey sand (SC) has Liquid Limit (LL) values of 34 and 35, Plastic Limit (PL) values of 19 and 20, and Plasticity Index (PI) values of 14 and 16. This corresponds to a material with low potential ($LL < 50$ and $PI < 25$) for expansive behavior³. The tested sandy clay (CL/CH) has a LL value of 53, PL value of 22, and PI value of 31. This corresponds to a material with marginal potential ($50 < LL < 60$ and $25 < PI < 35$) for expansive behavior.

³ U.S. Department of the Army USA, 1983, Foundations in Expansive Soils, TM 5-818-7, p. 4-1.

Tara Baywood - Basins

Alachua, Alachua County, Florida

GSE Project No. 14241A

The constant head hydraulic conductivity test results indicate the near-surface silty sand has hydraulic conductivity values of 0.7 to 2.4 feet per day. Tests were not conducted on the deeper clayey sand due to the limitations of the test method on soils having moderate to high fines content, but these soils are expected to have permeability values at least one order of magnitude lower than the sandy soils.

4.0 EVALUATION AND RECOMMENDATIONS

4.1 General

The following recommendations are made based upon our understanding of the proposed construction, a review of the attached soil borings and laboratory test data, and experience with similar projects and subsurface conditions. If plans or the location of proposed construction changes from those discussed previously, GSE requests the opportunity to review and possibly amend our recommendations with respect to those changes.

The performance of site improvements may be sensitive to their post-construction relationship to site groundwater levels, seepage zones, or soil/rock characteristics exposed at final site grades. GSE recommends that use of boring information for final design of all site improvements be predicated on proper horizontal and vertical control of borings.

In this section of the report, we present our geotechnical parameters and recommendations to assist with stormwater management designs as well as a discussion of the suitability of the various soil materials encountered for use as fill on the project.

4.2 Groundwater

The groundwater table was not encountered in the borings at the time of our exploration. However, you should expect water to perch on top of the clayey to very clayey sands after periods of heavy and seasonal rainfall.

4.3 Stormwater Management

The soil conditions at the stormwater management facility are relatively consistent; initially penetrating sand with silt, sand with clay, and silty sand overlying clayey to very clayey sand. Auger borings P-2, P-6, P-14, and P-16 encountered deep clay-rich soils consisting of sandy clay and clay with sand.

The water table was not encountered in the auger borings at the time of our exploration. We anticipate the seasonal high groundwater table to be perched on the clayey to very clayey sands.

The laboratory permeability tests indicate the surficial layer of silty sand has hydraulic conductivity values of 0.7 to 2.4 feet per day. The deeper clayey sand encountered below the surficial sandy material is friable and will have permeability values at least one order of magnitude lower than the sandy soils. The underlying very clayey sand, sandy clay, and clay with sand are expected to be confining soils.

Based upon our findings and test results, our recommended soil parameters for the stormwater management design in the explored areas are presented below. The recommended parameters consider the results of the permeability tests, wash 200 determinations, and our experience with these types of soils. The provided elevations are estimated based upon the site topography you provided. The parameters below do not consider a factor of safety.

Proposed Northern Stormwater Management Facility (P-1 thru P-5)

1. Base elevation of effective or mobilized aquifer (average elevation of confining layer) equal to 11.5 feet bls.
2. Unsaturated vertical infiltration rate of 1.5 feet per day.
3. Horizontal hydraulic conductivity equal to 2 feet per day.
4. Specific yield (fillable porosity) of 20 percent.
5. Average seasonal high groundwater elevation depth equal to 89 feet bls.

Proposed Southern Stormwater Management Facility

1. Base elevation of effective or mobilized aquifer (average elevation of confining layer) equal to 80 feet.
2. Unsaturated vertical infiltration rate of 2 feet per day.
3. Horizontal hydraulic conductivity equal to 3 feet per day.
4. Specific yield (fillable porosity) of 20 percent.
5. Average seasonal high groundwater table elevation equal to 87 feet.

In areas where clay-rich soils are present at the basin bottom, we recommend these soils be undercut a minimum of 2 feet and backfilled with the on-site sand with silt or silty sand (SP-SM, SM) having a maximum of 20 percent soil fines passing the No. 200 sieve. The intent of this undercutting and replacement is to provide a more uniform sand “blanket” at the basin bottom that allows the migration of water to the deeper deposits of sand. This sand blanket will also reduce the potential for clay-fines leaching out of the soils when water is present in the basin that can result in a thin layer of confining type material on the basin bottom that can reduce the effectiveness of the basin.

4.4 Suitability of Excavated Soils for Re-use as Fill

The soils encountered at this site within the explored depths range from sand with silt (SP-SM) to sandy clay (CL/CH). A discussion of the suitability for reuse as structural fill for each soil classification according to the Unified Soil Classification System (USCS) designation is provided below.

SP, SP/SM – Sands (SP) and sand with silt (SP/SM) have less than 5 percent and 12 percent soil fines passing the No. 200 sieve, respectively, and are typically well draining soils that are suitable for reuse as structural fill. The sands with silt may require moisture conditioning (drying) to make the material more workable. These soils will require stockpiling and drying before they are reused if they are excavated from below the water table.

SM – Silty sands (SM) can have between 12 percent and 50 percent soil fines passing the No. 200 sieve. Silty sands are typically non-plastic or have low plasticity, and can be reused as structural fill with precautions. Silty sands can be moisture sensitive and difficult to work and compact and can rut if the moisture content is near or above the optimum moisture content. **We recommend these soils be moisture conditioned (dried) so that the moisture content during use is at or below the optimum moisture content. Aerating and exposure to the sun is typically the most effective methods of drying these soils.** It may not be practical to reuse these materials during the wet season, as frequent rain showers may not allow these soils to dry to a workable moisture content. Suitable silty sands are limited to soil having less than 30 percent soil fines passing the No. 200 sieve. Silty sands with more than 30 percent soil fines are especially moisture sensitive, and are not recommended for reuse as structural fill. These soils will behave more as sandy silt, and for this reason, very silty sands having more than 30 percent soil fines passing the No. 200 sieve have been assigned a dual classification of SM/ML. Silty sand soils that are excavated from below the water table are not recommended for reuse as structural fill due to the amount of time that will be required to dry these soils to a workable condition.

SC – Clayey sand (SC) soils can have between 12 percent and 50 percent soil fines passing the No. 200 sieve. Clayey sands can have a high range of plasticity, varying from a PI of 7 or greater and plotting above the A-line to highly plastic. Friable clayey sands are typically suitable for use as structural fill with precautions. Clayey sands will be moisture sensitive and difficult to work and compact and can rut during placement if the moisture content is near or above the natural moisture content. **We recommend these soils be moisture conditioned (dried) so that the moisture content during use is at or below the optimum moisture content. Aerating and exposure to the sun is typically the most effective methods of drying these soils.** It may not be practical to reuse these materials during the wet season, as frequent rain showers may not allow these soils to dry to a workable moisture content. Suitable clayey sands are limited to soil having less than 30 percent soil fines passing the No. 200 sieve. Clayey sands with more than 30 percent soil fines passing the No. 200 sieve are especially moisture sensitive and are typically highly plastic, and are not recommended for reuse as structural fill. These soils will behave more as sandy clay, and for this reason, very clayey sands having more than 30 percent soil fines passing the No. 200 sieve have been assigned a dual classification of SC/CH or SC/CL. **If very clayey sands need to be used in fill area, they should be mixed with silty sands to reduce their fines content and their plasticity (to less than 15). They should be used at the bottom of the fill areas and not within 3 feet of foundations or roadway base.** Clayey sand soils that are excavated from below the water table are not recommended for reuse as structural fill due to the amount of time that will be required to dry these soils to a workable condition.

ML, MH, CL, CH – Silts and clays are not suitable materials for reuse as structural fill.

5.0 FIELD DATA

5.1 Auger Boring Logs



PROJECT NAME Tara Baywood - Basins

PROJECT LOCATION Alachua, Alachua County, Florida

DATE PERFORMED 9/24/2019 **BORING NUMBER P-2**

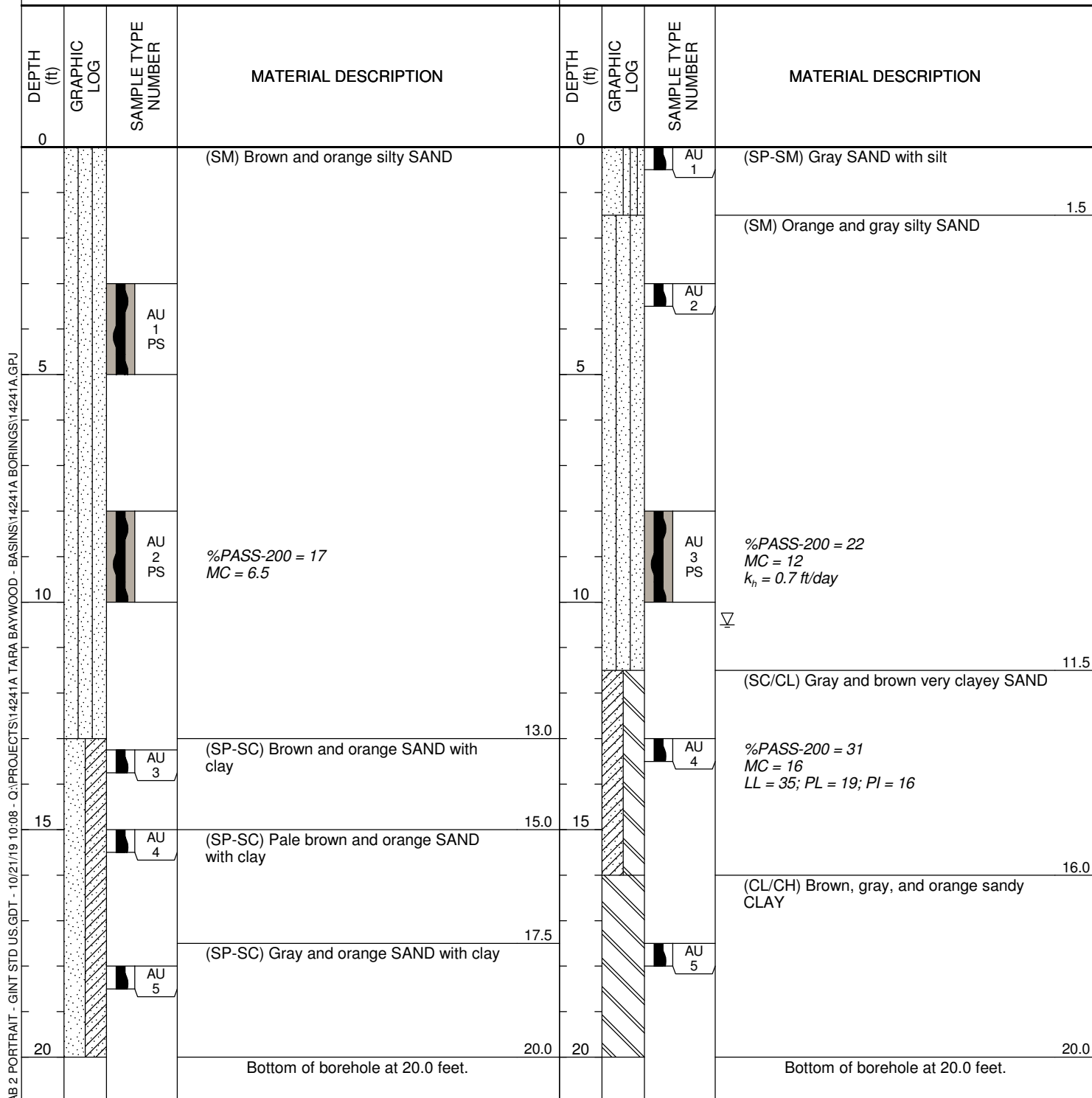
DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

AT TIME OF DRILLING NE **CHECKED BY** KPF

 ESTIMATED SEASONAL HIGH 10.5 ft. perched

NOTES



(Continued Next Page)



PROJECT NAME Tara Baywood - Basins

PROJECT LOCATION Alachua, Alachua County, Florida

DATE PERFORMED 9/24/2019 **BORING NUMBER P-4**

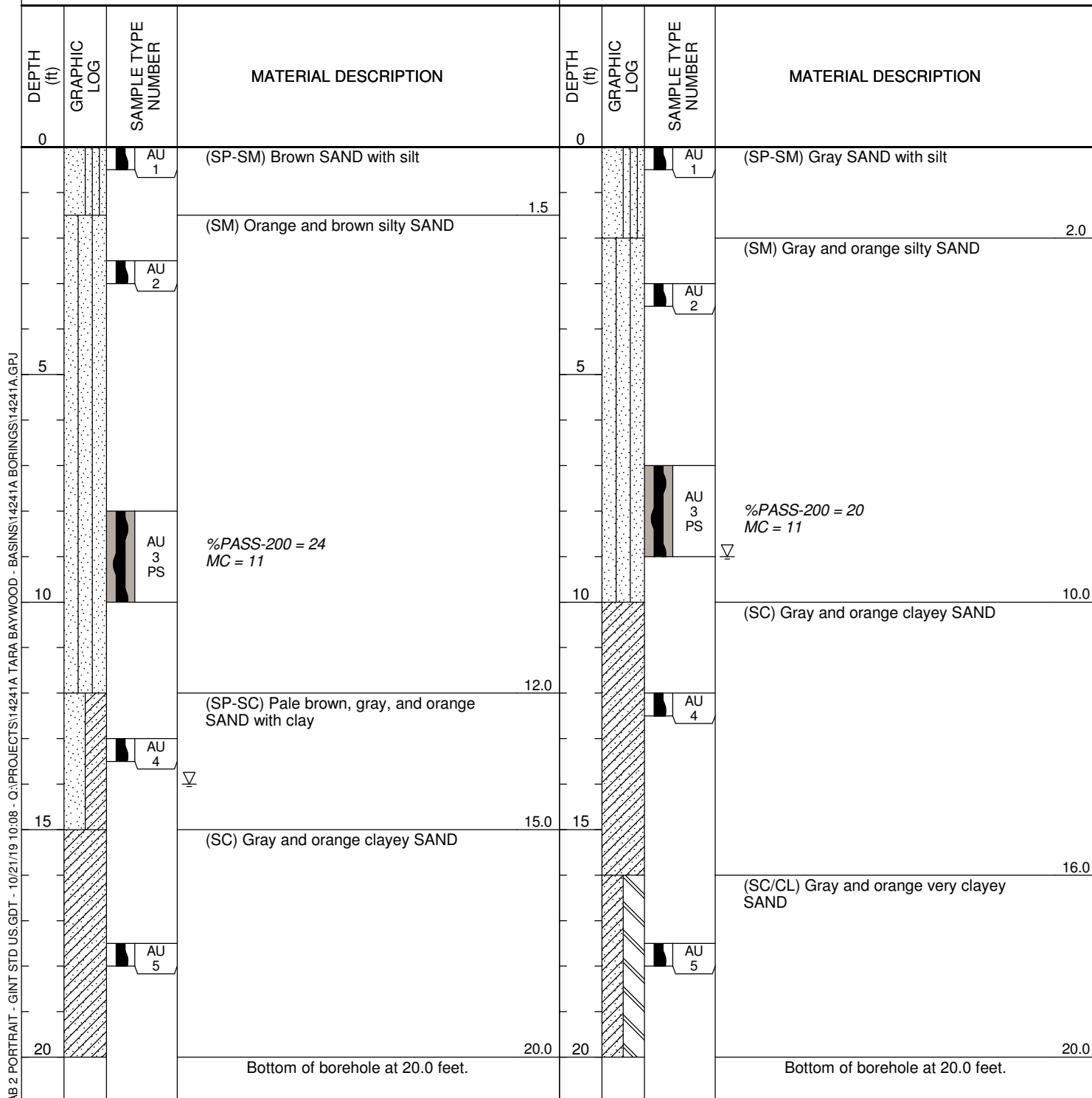
DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

AT TIME OF DRILLING NE **CHECKED BY** KPF

▽ ESTIMATED SEASONAL HIGH 9.0 ft, perched

NOTES



(Continued Next Page)



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CLIENT Gmuier Engineering

PROJECT NAME Tara Baywood - Basins

PROJECT NUMBER 14241A

PROJECT LOCATION Alachua, Alachua County, Florida

DATE PERFORMED 9/24/2019 **BORING NUMBER P-5**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

▼ AT TIME OF DRILLING NE CHECKED BY KPF

▽ ESTIMATED SEASONAL HIGH 0.5 ft. perched

NOTES _____

DATE PERFORMED 9/23/2019 **BORING NUMBER P-6**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

▼ AT TIME OF DRILLING NE CHECKED BY KPF

▽ ESTIMATED SEASONAL HIGH 1.0 ft. perched

NOTES _____

AB 2 PORTRAIT - GINT STD US.GDT - 10/21/19 10:08 - Q:\PROJECTS\14241A TARA BAYWOOD - BASINS\14241A BORINGS\14241A.GPJ

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION
0				0			
		AU 1	(SP-SM) Brown and orange SAND with silt			AU 1	(SP-SC) Gray SAND with clay
1.0			(SC) Brown and orange clayey SAND	1.0			
		AU 2 PS	%PASS-200 = 18 MC = 6.1			AU 2	(SC) Gray and orange clayey SAND
5				5		AU 3	
		AU 3	(SP-SC) Brown, gray, and orange SAND with clay			AU 4	
9.0				9.0			
10				10			
		AU 4	(SC) Brown, gray, and orange clayey SAND			AU 5 PS	(SC) Dark gray and orange clayey SAND
11.0				11.0			%PASS-200 = 25 MC = 14
						AU 6	(CL/CH) Gray and orange sandy CLAY
15				15			
			Bottom of borehole at 15.0 feet.				Bottom of borehole at 15.0 feet.

(Continued Next Page)



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PROJECT NAME Tara Baywood - Basins

PROJECT NUMBER 14241A

PROJECT LOCATION Alachua, Alachua County, Florida

DATE PERFORMED 9/23/2019 **BORING NUMBER P-7**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

▼ AT TIME OF DRILLING NE CHECKED BY KPF

▽ ESTIMATED SEASONAL HIGH 0.5 ft. perched

NOTES _____

DATE PERFORMED 9/23/2019 **BORING NUMBER P-8**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

▼ AT TIME OF DRILLING NE CHECKED BY KPF

▽ ESTIMATED SEASONAL HIGH > 15 ft

NOTES _____

AB 2 PORTRAIT - GINT STD US.GDT - 10/21/19 10:08 - Q:\PROJECTS\14241A TARA BAYWOOD - BASINS\14241A BORINGS\14241A.GPJ

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION
0				0			
			▽ (SC) Brown and orange clayey SAND			AU 1	(SP-SM) Gray SAND with silt
							1.0
							(SP-SM) Brown and orange SAND with silt
5		AU 1	%PASS-200 = 18 MC = 8.3	5		AU 2	
		AU 2 PS				AU 3	
10		AU 3	(SP-SC) Gray SAND with clay	10.0		AU 4	(SM) Pale brown and orange silty SAND
		AU 4	(SC/CL) Gray and orange very clayey SAND			AU 5 PS	%PASS-200 = 18 MC = 8.5 $k_h = 2.8 \text{ ft/day}$
15			Bottom of borehole at 15.0 feet.	15.0			15.0

(Continued Next Page)



PROJECT NAME Tara Baywood - Basins

PROJECT LOCATION Alachua, Alachua County, Florida

DATE PERFORMED 9/23/2019 **BORING NUMBER P-10**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

AT TIME OF DRILLING NE **CHECKED BY** KPF

▽ ESTIMATED SEASONAL HIGH > 15 ft

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION
0			(SP-SC) Brown and orange SAND with silt	0			(SM) Brown and orange silty SAND
						AU 1	
		AU 1 PS				AU 2	
5				5		AU 3	
		AU 2	(SC) Gray and orange clayey SAND %PASS-200 = 25 MC = 15				
		AU 3	(SC) Gray clayey SAND			AU 4 PS	%PASS-200 = 18 MC = 7.0 $k_h = 1.7 \text{ ft/day}$
10				10			
		AU 4				AU 5	
15			Bottom of borehole at 15.0 feet.	15			Bottom of borehole at 15.0 feet.

(Continued Next Page)



GSE Engineering & Consulting, Inc.
 5590 SW 64th Street, Suite B
 Gainesville, Florida 32608
 Telephone: (352) 377-3233
 Fax: (352) 377-0335

CLIENT Gmuier Engineering

PROJECT NAME Tara Baywood - Basins

PROJECT NUMBER 14241A

PROJECT LOCATION Alachua, Alachua County, Florida

DATE PERFORMED 9/23/2019 **BORING NUMBER P-11**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

▼ AT TIME OF DRILLING NE CHECKED BY KPF

▽ ESTIMATED SEASONAL HIGH 1.0 ft. perched

NOTES _____

DATE PERFORMED 9/23/2019 **BORING NUMBER P-12**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

▼ AT TIME OF DRILLING NE CHECKED BY KPF

▽ ESTIMATED SEASONAL HIGH > 15 ft

NOTES _____

AB 2 PORTRAIT - GINT STD US.GDT - 10/21/19 10:08 - Q:\PROJECTS\14241A TARA BAYWOOD - BASINS\14241A BORINGS\14241A.GPJ

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION
0				0			
		AU 1 PS	(SP-SC) Gray and orange SAND with clay ▽			AU 1	(SP-SM) Gray SAND with silt
							1.5
							(SM) Brown and orange silty SAND
2.0			(SC/CL) Brown and orange very clayey SAND				
		AU 2				AU 2	
5				5			
		AU 3	%PASS-200 = 33			AU 3 PS	%PASS-200 = 20 MC = 8.6
10			(SC) Gray and orange clayey SAND	10			
		AU 4				AU 4	
15				15			
			Bottom of borehole at 15.0 feet.				Bottom of borehole at 15.0 feet.

(Continued Next Page)



PROJECT NAME Tara Baywood - Basins

PROJECT LOCATION Alachua, Alachua County, Florida

DATE PERFORMED 9/23/2019 **BORING NUMBER P-14**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

AT TIME OF DRILLING NE **CHECKED BY** KPF

▽ ESTIMATED SEASONAL HIGH 4.0 ft, perched

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION
0			(SP-SM) Brown and orange SAND with silt	0			(SM) Brown silty SAND
		AU 1				AU 1	%PASS-200 = 19 MC = 10 $k_h = 2.4 \text{ ft/day}$
5		AU 2		5		AU 2	(SC/CL) Gray and orange very clayey SAND %PASS-200 = 46 MC = 31; LL = 34; PL = 20; PI = 14
		AU 3	(SC) Gray and orange clayey SAND			AU 3	(SC) Gray and orange clayey SAND
10		AU 4		10		AU 4	(CL/CH) Gray, green, and orange CLAY with sand
15			Bottom of borehole at 15.0 feet.	15			Bottom of borehole at 15.0 feet.

(Continued Next Page)



GSE Engineering & Consulting, Inc.
 5590 SW 64th Street, Suite B
 Gainesville, Florida 32608
 Telephone: (352) 377-3233
 Fax: (352) 377-0335

CLIENT Gmuier Engineering

PROJECT NAME Tara Baywood - Basins

PROJECT NUMBER 14241A

PROJECT LOCATION Alachua, Alachua County, Florida

DATE PERFORMED 9/23/2019 **BORING NUMBER P-15**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

▼ AT TIME OF DRILLING NE CHECKED BY KPF

▽ ESTIMATED SEASONAL HIGH 1.0 ft. perched

NOTES _____

DATE PERFORMED 9/23/2019 **BORING NUMBER P-16**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY IDI

▼ AT TIME OF DRILLING NE CHECKED BY KPF

▽ ESTIMATED SEASONAL HIGH 1.0 ft. perched

NOTES _____

AB 2 PORTRAIT - GINT STD US.GDT - 10/21/19 10:08 - Q:\PROJECTS\14241A TARA BAYWOOD - BASINS\14241A BORINGS\14241A.GPJ

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION
0				0			
		AU 1	(SP-SC) Gray SAND with clay			AU 1 PS	(SP-SC) Brown and orange SAND with clay
			▽				▽
			1.5				2.0
		AU 2	(SC) Gray clayey SAND				(SC) Gray and orange clayey SAND
			4.5			AU 2	
5			(SP-SC) Orange and brown SAND with clay	5			
		AU 3 PS					7.5
						AU 3	(CL/CH) Gray and orange sandy CLAY
10				10			%PASS-200 = 52 MC = 30 LL = 53; PL = 22; PI = 31
			12.0			AU 4	11.5
		AU 4	(SC/CL) Gray and orange very clayey SAND				(SC) Gray clayey SAND
15			15.0	15			15.0
			Bottom of borehole at 15.0 feet.				Bottom of borehole at 15.0 feet.

5.2 Laboratory Results



Engineering & Consulting, Inc.

SUMMARY REPORT OF LABORATORY TEST RESULTS

Project Number: 14241A

Project Name: Tara Baywood - Basins

Boring Number	Depth (ft)	Soil Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	Percent Passing No. 200 Sieve	Organic Content (%)	Hydraulic Conductivity (ft/day)	Unified Soil Classification
P-1	8-10	Brown and orange silty SAND	6.5				17			SM
P-2	13-13.5	Gray and brown very clayey SAND	16	35	19	16	31			SC/CL
P-4	7-9	Gray and orange silty SAND	11				20			SM
P-5	2-4	Brown and orange clayey SAND	6.1				18			SC
P-6	11-13	Dark gray and orange clayey SAND	14				25			SC
P-7	4-4.5	Brown and orange clayey SAND	8.3				18			SC
P-9	6.5-7	Gray and orange clayey SAND	15				25			SC
P-10	8-10	Brown and orange silty SAND	7.0				18		1.7	SM
P-11	7.5-8	Brown and orange very clayey SAND	-				33			SC/CL
P-14	2-4	Brown silty SAND	10				19		2.4	SM
P-14	5.5-6	Gray and orange very clayey SAND	31	34	20	14	46			SC/CL
P-16	8.5-9	Gray and orange sandy CLAY	30	53	22	31	52			CL/CH



Engineering & Consulting, Inc.

SUMMARY REPORT OF LABORATORY TEST RESULTS

Project Number: 14241A

Project Name: Tara Baywood Basins

Boring Number	Depth (ft)	Soil Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	Percent Passing No. 200 Sieve	Organic Content (%)	Hydraulic Conductivity (ft/day)	Unified Soil Classification
P-2	8-10	Orange and gray silty SAND	12				22		0.7	SM
P-3	8-10	Orange and brown silty SAND	11				24			SM
P-8	12-14	Pale brown and orange silty SAND	8.5				18		2.8	SM
P-12	8-10	Brown and orange silty SAND	8.6				20			SM
P-1	3-5	Brown and orange silty SAND	5.9				18		0.7	SM

5.3 Key to Soil Classification

KEY TO SOIL CLASSIFICATION CHART

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests				SYMBOLS		GROUP NAME
				GRAPHIC	LETTER	
COARSE-GRAINED SOILS More than 50% retained on No. 200 sieve	Gravels	Clean Gravels	$Cu \geq 4$ and $1 \leq Cc \leq 3$		GW	Well graded GRAVEL
	More than 50% of coarse fraction retained on No. 4 sieve	Less than 5% fines	$Cu < 4$ and/or $1 > Cc > 3$		GP	Poorly graded GRAVEL
		Gravels with fines	Fines classify as ML or MH		GM	Silty GRAVEL
		More than 12% fines	Fines classify as CL or CH		GC	Clayey GRAVEL
		Sands	Clean Sands	$Cu \geq 6$ and $1 \leq Cc \leq 3$		SW
	50% or more of coarse fraction passes No. 4 sieve	Less than 5% fines	$Cu < 6$ and/or $1 > Cc > 3$		SP	Poorly graded SAND
		Sand with fines	Fines classify as ML or MH		SP-SM	SAND with silt
		$5\% \leq \text{fines} < 12\%$	Fines classify as CL or CH		SP-SC	SAND with clay
		Sand with fines	Fines classify as ML or MH		SM	Silty SAND
		$12\% \leq \text{fines} < 30\%$	Fines classify as CL or CH		SC	Clayey SAND
		Sand with fines	Fines classify as ML or MH		SM	Very silty SAND
	30% fines or more	Fines classify as CL or CH		SC	Very clayey SAND	
FINE-GRAINED SOILS 50% or more passes the No. 200 sieve	Clays	inorganic	$50\% \leq \text{fines} < 70\%$		CL/CH	Sandy CLAY
			$70\% \leq \text{fines} < 85\%$		CL/CH	CLAY with sand
			$\text{fines} \geq 85\%$		CL/CH	CLAY
	Silts and Clays	inorganic	PI > 7 and plots on/above "A" line		CL	Lean CLAY
			PI < 4 or plots below "A" line		ML	SILT
	Liquid Limit less than 50	organic	Liquid Limit - oven dried < 0.75		OL	Organic clay
			Liquid Limit - not dried		OL	Organic silt
	Silts and Clays	inorganic	PI plots on or above "A" line		CH	Fat CLAY
			PI plots below "A" line		MH	Elastic SILT
	Liquid Limit 50 or more	organic	Liquid Limit - oven dried < 0.75		OH	Organic clay
Liquid Limit - not dried				OH	Organic silt	
HIGHLY ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor				PT	PEAT

CORRELATION OF PENETRATION RESISTANCE WITH RELATIVE DENSITY AND CONSISTENCY

No. OF BLOWS, N	RELATIVE DENSITY		No. OF BLOWS, N	CONSISTENCY
0 - 4	Very Loose		0 - 2	Very Soft
5 - 10	Loose		3 - 4	Soft
SANDS: 11 - 30	Medium dense	SILTS &	5 - 8	Firm
31 - 50	Dense	CLAYS:	9 - 15	Stiff
OVER 50	Very Dense		16 - 30	Very Stiff
			31 - 50	Hard
			OVER 50	Very Hard

No. OF BLOWS, N	RELATIVE DENSITY
0 - 8	Very Soft
9 - 18	Soft
LIMESTONE: 19 - 32	Moderately Hard
33 - 50	Hard
OVER 50	Very Hard

SAMPLE GRAPHIC TYPE LEGEND



Location
of SPT
Sample



Location
of Auger
Sample

PARTICLE SIZE IDENTIFICATION

BOULDERS:	Greater than 300 mm
COBBLES:	75 mm to 300 mm
GRAVEL:	Coarse - 19.0 mm to 75 mm
	Fine - 4.75 mm to 19.0 mm
SANDS:	Coarse - 2.00 mm to 4.75 mm
	Medium - 0.425 mm to 2.00 mm
	Fine - 0.075 mm to 0.425 mm
SILTS & CLAYS:	Less than 0.075 mm

LABORATORY TEST LEGEND

LL	=	Liquid Limit, %
PL	=	Plastic Limit, %
PI	=	Plasticity Index, %
% PASS - 200	=	Percent Passing the No. 200 Sieve
MC	=	Moisture Content, %
ORG	=	Organic Content, %
k_h	=	Horizontal Hydraulic Conductivity, ft/day

6.0 LIMITATIONS

6.1 Warranty

This report has been prepared for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

6.2 Auger Borings

The determination of soil type and conditions was performed from the ground surface to the maximum depth of the borings, only. Any changes in subsurface conditions that occur between or below the borings would not have been detected or reflected in this report.

Soil classifications that were made in the field are based upon identifiable textural changes, color changes, changes in composition or changes in resistance to penetration in the intervals from which the samples were collected. Abrupt changes in soil type, as reflected in boring logs and/or cross sections may not actually occur, but instead, be transitional.

Depth to the water table is based upon observations made during the performance of the auger borings. This depth is an estimate and does not reflect the annual variations that would be expected in this area due to fluctuations in rainfall and rates of evapotranspiration.

6.3 Site Figures

The measurements used for the preparation of the figures in this report were made using the provided site plan and by estimating distances from existing structures and site features. Figures in this report were not prepared by a licensed land surveyor and should not be interpreted as such.

6.4 Unanticipated Soil Conditions

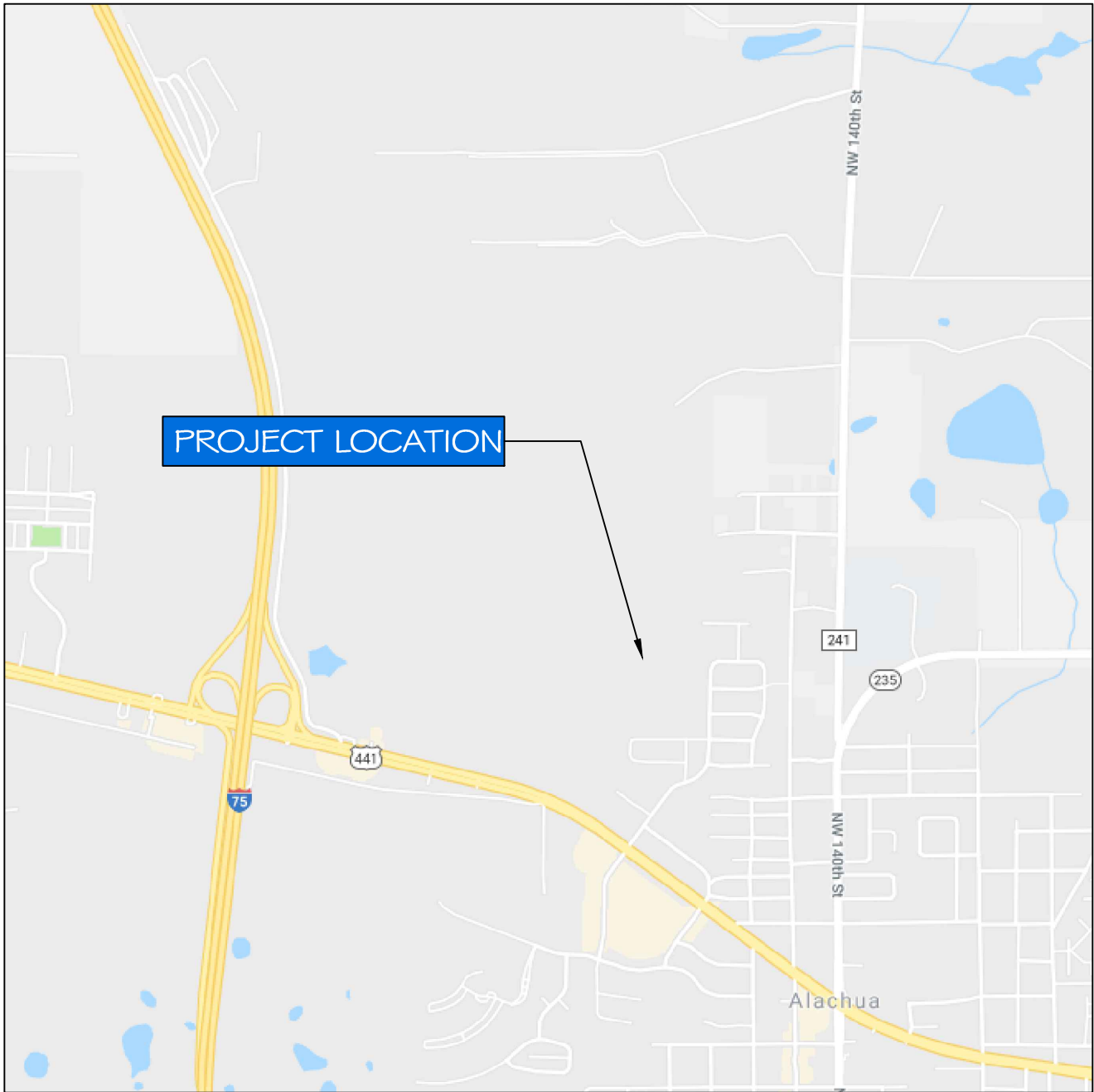
The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on Figure 2. This report does not reflect any variations that may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

6.5 Misinterpretation of Soil Engineering Report

GSE Engineering & Consulting, Inc. is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If others make the conclusions or recommendations based upon the data presented, those conclusions or recommendations are not the responsibility of GSE.

FIGURES



TARA BAYWOOD - BASINS
ALACHUA, ALACHUA COUNTY, FLORIDA
GSE PROJECT NO. 14241A

PROJECT SITE LOCATION MAP

DESIGNED BY: KPF
CHECKED BY: KLH
DRAWN BY: EFM

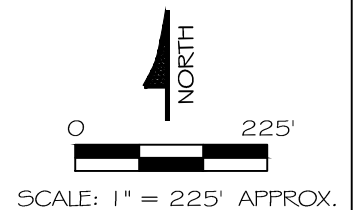


FIGURE
1



LEGEND:

⊕ AUGER BORING



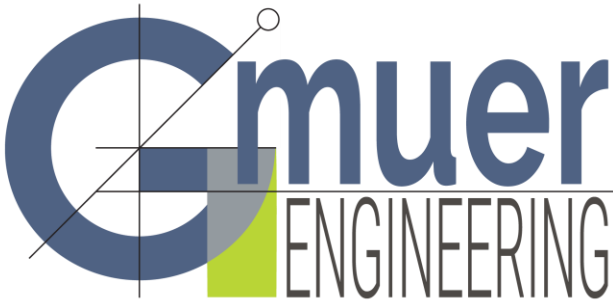
TARA BAYWOOD - BASINS
ALACHUA, ALACHUA COUNTY, FLORIDA
GSE PROJECT NO. 14241A

**SITE PLAN SHOWING APPROXIMATE LOCATIONS OF
FIELD TESTS**

DESIGNED BY: KPF
CHECKED BY : KLH
DRAWN BY : EFM



FIGURE
2



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

Neighborhood Meeting

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000, and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL.

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

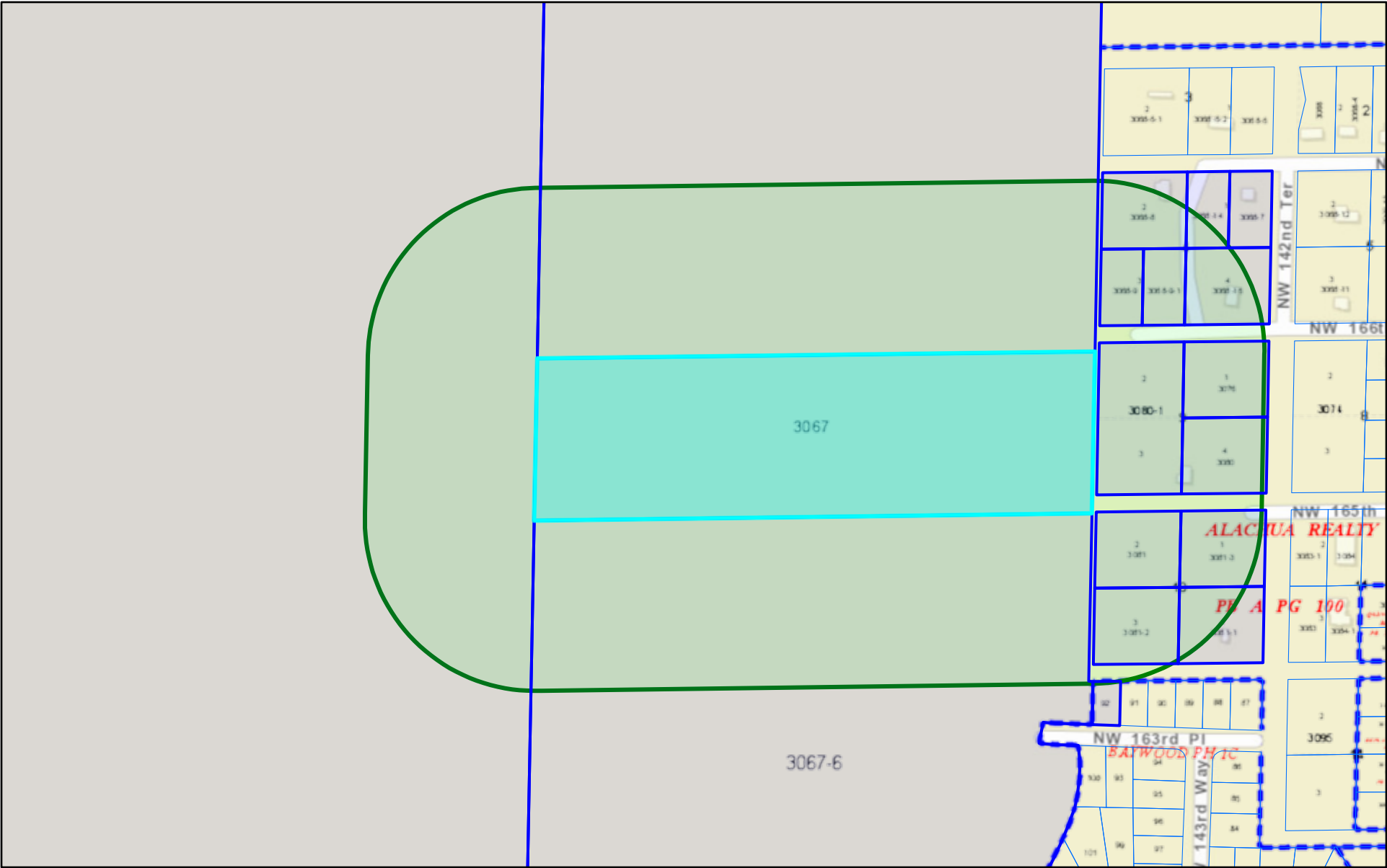
Contact: Forrest Eddleton, (352) 593-3159, Gmuer Engineering, LLC

Gmuer Engineering will be holding a workshop to discuss the site plan revision described above.

Per the City of Alachua Land Development Regulations, the properties are zoned RSF-3 (residential single-family 3). The RSF-3 district is established as a district in which the principal use of land is single-family residential development at a moderate density in areas served by water and sewer systems. The regulations of this district are intended to discourage any use that would substantially interfere with the development of single-family dwellings and that would be detrimental to the quiet residential nature of the district. Complementary uses customarily found in residential zone districts, such as community facilities, religious institutions, parks and playgrounds, and schools, are also allowed. The minimum lot area is 10,000 square feet and the maximum density allowed is three dwelling units an acre.

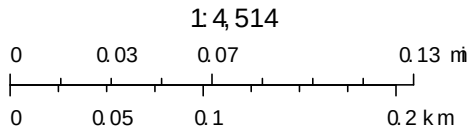
The purpose of the workshop is to inform neighboring property owners about the nature of the proposal and to seek comments. We look forward to seeing you there.

Tara Forest East Revision Public Notice - 400ft Buffer



8/29/2019, 5:06:36 PM

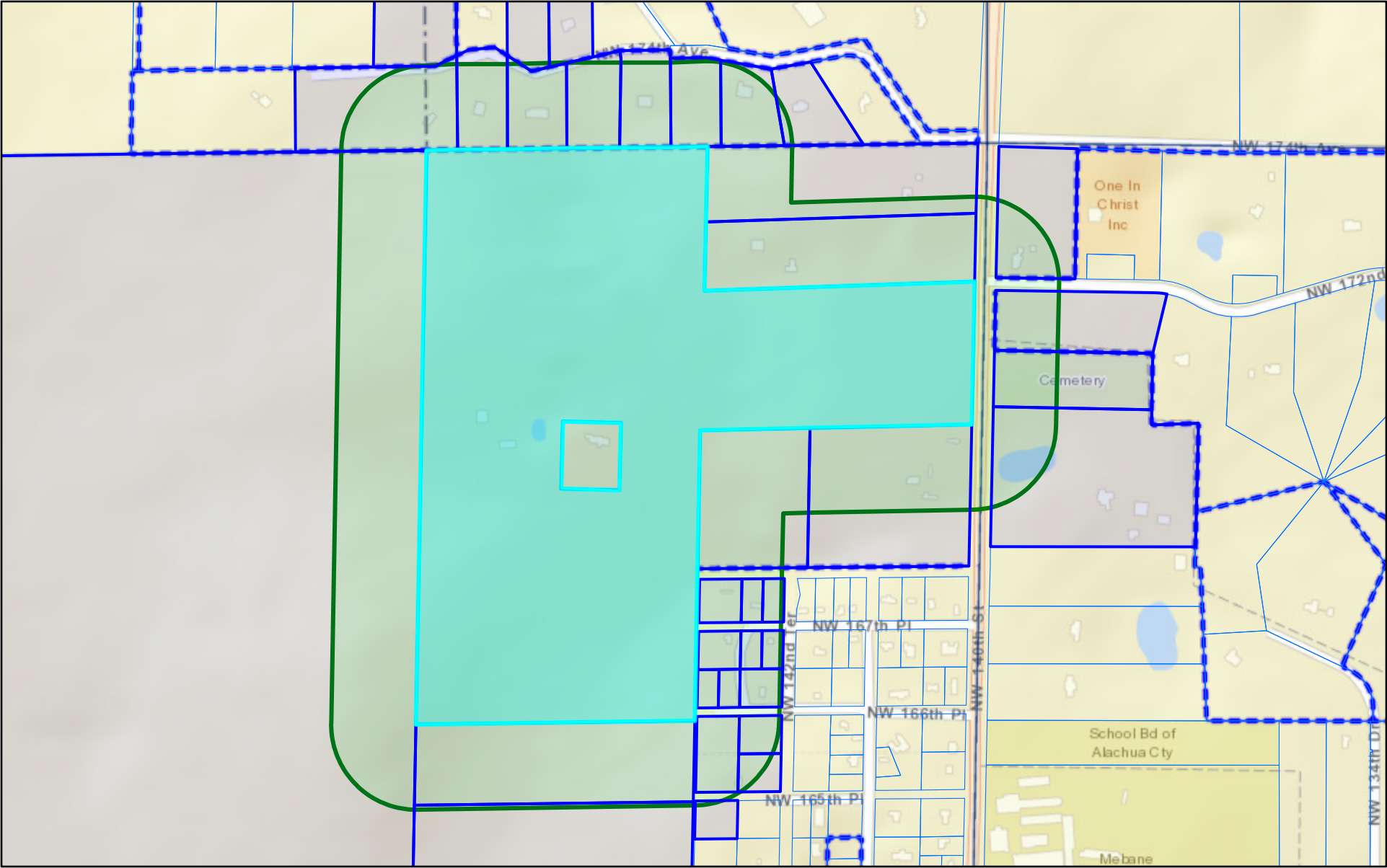
Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Insert Author Name Here
County of Alachua, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, ACPA

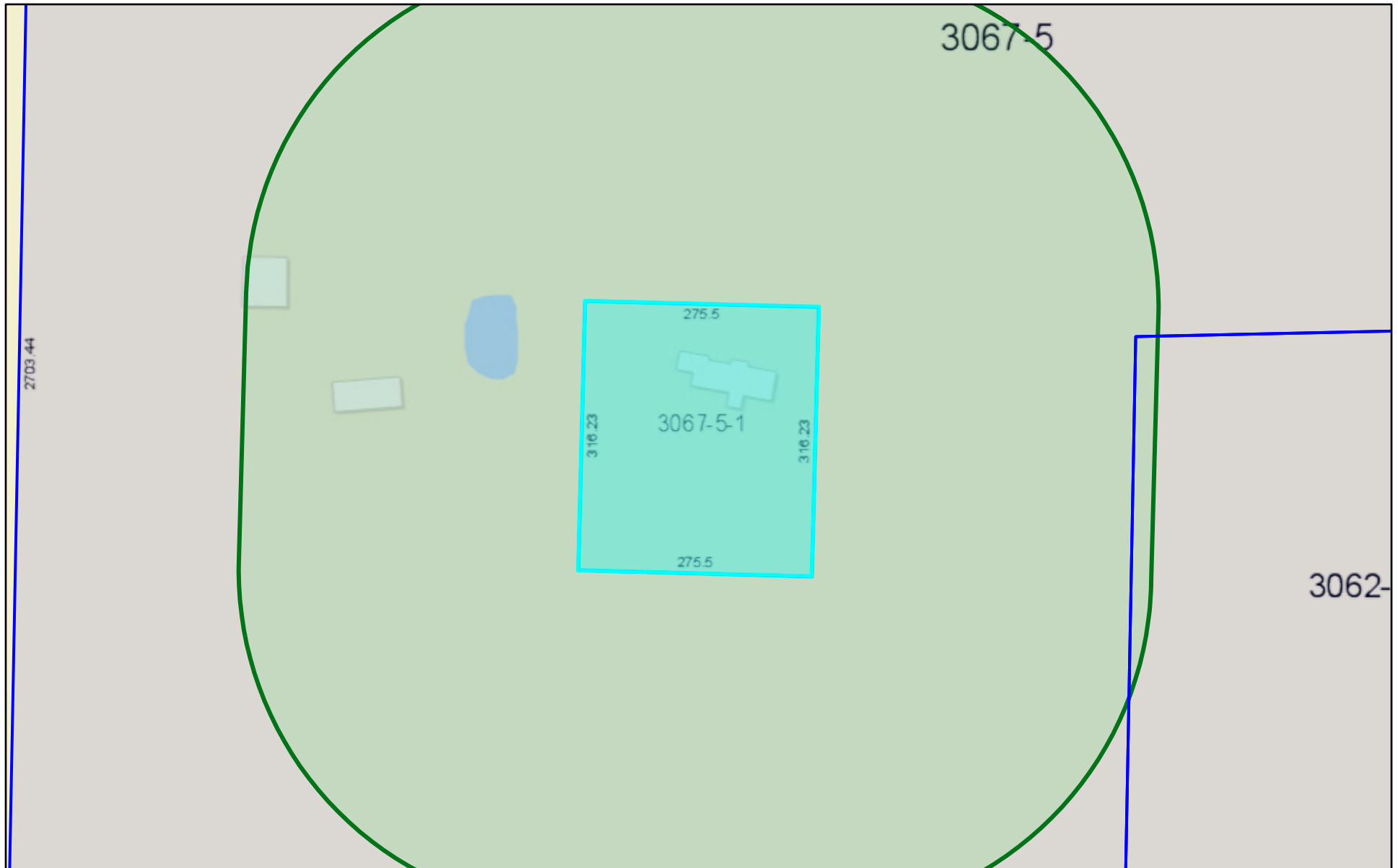
Tara Forest East Revision Public Notice - 400 ft Buffer (Parcel 2)



8/29/2019, 5:08:53 PM

 Parcels

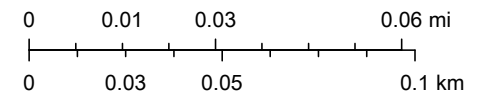
Tara Forest East Revision Public Notice - 400 ft Buffer (Parcel 3))



8/29/2019, 5:11:43 PM

 Parcels

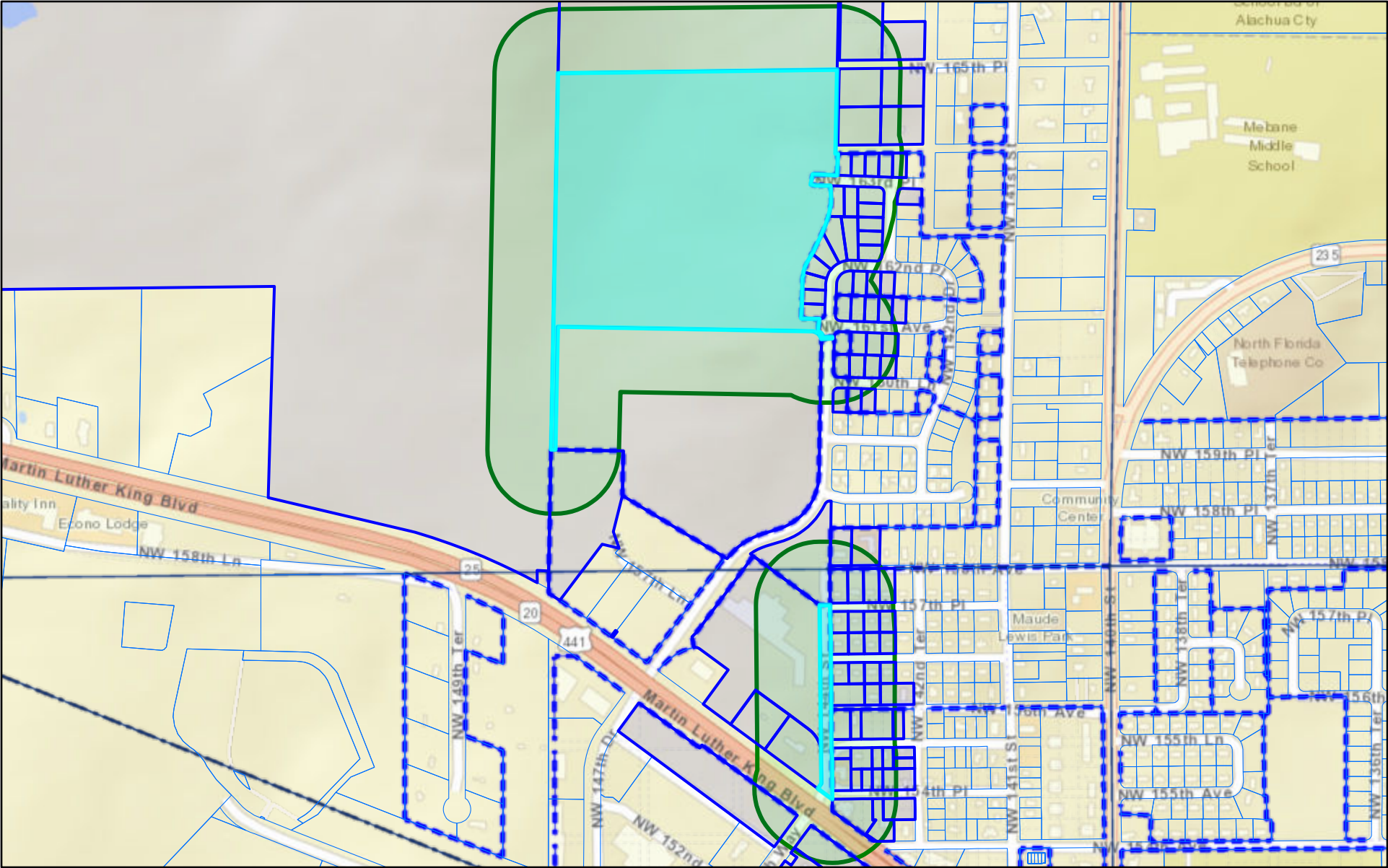
1:2,257



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Insert Author Name Here
County of Alachua, Esri, HERE, Garmin, INCREMENT P, NGA, USGS | ACPA |

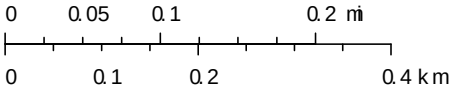
TFE Revision Public Notice - 400ft Buffer Parcel 4



9/3/2019, 4:54:57 PM

Parcels

1:9,028



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

County of Alachua, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, ACRA



STATE OF FLORIDA
COUNTY OF ALACHUA

Published Daily and Sunday
Gainesville, Florida

Before the undersigned authority personally appeared Kim Kanemoto who on oath says that she is an Advertising Account Executive of THE GAINESVILLE SUN, a daily newspaper published in Gainesville in Alachua County, Florida (with circulation in Alachua, Bradford, Columbia, Dixie, Gilchrist, Levy, Union, Counties), that the attached copy of advertisement, being a Public Notice relating to the matter of

GF-GH049444

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000 and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL.

The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615.

Contact: Forrest Eddleton

Phone: (352) 593-3159 - Gmuer Engineering, LLC

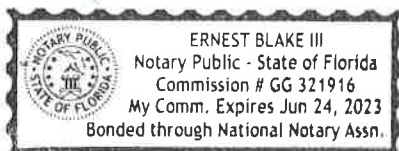
was published in said newspaper in the issues of Saturday, September 07, 2019.

Affiant further says that THE GAINESVILLE SUN is a newspaper published at Gainesville, in said Alachua County, Florida and that the said newspaper has heretofore been continuously published in said Alachua County, each day, and has been entered as second class mail matter at the post office in Gainesville, in said Alachua County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount for publication in said newspaper.

Sworn to and subscribed before me this 9th day of September A.D. 2019.

Notary Public

Witness



US tells pregnant migrant woman to wait in Mexico

By Nomaan Merchant and Verónica G. Cárdenas
The Associated Press

MATAMOROS, Mexico — Eight-and-a-half-months pregnant and experiencing contractions, a Salvadoran woman who had crossed the Rio Grande and was apprehended by the Border Patrol was forced to go back to Mexico.

Agents took her to the hospital, where doctors gave her medication to stop the contractions. And then, according to the woman and her lawyer, she was almost immediately sent back to Mexico.

There, she joined the more than 38,000 people forced to wait across the border for immigration court hearings under a rapidly expanding Trump administration policy. And her plight highlights the health risks and perils presented by the "Remain in Mexico" program.

The woman was waiting Thursday with her 3-year-old daughter in a makeshift tent camp in Matamoros, Mexico, next to an international bridge, due to give birth any day, said her attorney, Jodi Goodwin.

"She's concerned about having the baby in the street or having to have the baby in a shelter," Goodwin said.

Pregnant women face special hazards in



In this Aug. 30 photo, migrants, many who were returned to Mexico under the Trump administration's "Remain in Mexico" program, wait in line to get a meal in an encampment near the Gateway International Bridge in Matamoros. (VERONICA G. CARDENAS/THE ASSOCIATED PRESS)

Mexico because places where migrants wait to enter the U.S. often don't have access to regular meals, clean water, and medical care.

Many shelters at the Mexico border are at or above capacity already, and some families have been sleeping in tents or on blankets in the blistering summer heat. Reports have abounded of migrants being attacked or kidnapped in Mexican border cities, especially in Tamaulipas state across from South Texas, where the Salvadoran mother is waiting for a November court date.

The Associated Press is not identifying the woman from El Salvador

because she fears for her safety.

The U.S. government does not automatically exempt pregnant women from the "Remain in Mexico" program. U.S. Customs and Border Protection declined to comment on the woman's case.

The program — officially called the Migrant Protection Protocols — was instituted by the U.S. and Mexico as a way of deterring migrants from crossing the border to seek asylum. Mexico has cooperated with the expansion of the program at the behest of President Donald Trump, who threatened crippling tariffs in June if Mexico did not do more to stop

migrants.

The U.S. Department of Homeland Security has said people in "vulnerable populations" may be exempt from being sent to Mexico. But pregnant women are not necessarily considered "vulnerable" by CBP, a subsidiary of the department.

"In some cases, pregnancy may not be observable or disclosed, and may not in and of itself disqualify an individual from being amenable for the program," CBP said in a statement. "Agents and officers would consider pregnancy, when other associated factors exist, to determine amenability for the program."

Mexico declares success in slowing migrant flow

By Maria Verza and Christopher Sherman
The Associated Press

MEXICO CITY — Under threat of crippling U.S. tariffs, Mexico said Friday it had reduced the flow of migrants arriving at its northern border by 56% in three months.

Foreign Secretary Marcelo Ebrard said he believes Mexico's strategy of cracking down on illegal migration with a National Guard deployment, investment in Central America and allowing the U.S. to make more asylum seekers wait in Mexico is enough to avert President Donald Trump's threat to impose tariffs on all Mexican imports.

Ebrard is scheduled to meet with U.S. officials Tuesday at the White House to review the progress.

"We're showing that the strategy that Mexico put forward has been successful," Ebrard said. "I don't expect a tariff threat Tuesday because it wouldn't make sense."

Using U.S. Customs and Border Protection data, Ebrard said the number of migrants apprehended at the U.S.-Mexico border in August was 63,989, down from 144,266 in May. Ebrard's numbers include those who presented themselves at U.S. ports of entry and were deemed inadmissible.

Mexico has reinforced

security on its porous southern border and set up checkpoints on highways leading north, deploying 21,000 police and troops across the nation. Ebrard said there had been seven formal complaints of human rights violations involving the National Guard, a relatively low number which he saw as another sign of success.

The enforcement has been paired with an incipient economic development plan. Mexico has agreed with Honduras and El Salvador to expand a tree-planting program that aims to keep farmers on their land through direct payments and provide them with income-generating fruit and timber trees.

Mexico has committed \$60 million to that program and another to create job opportunities for youth.

Some 4,300 Central American migrants are working in Mexico's version of that program in the south, Ebrard said.

Mexican President Andres Manuel López Obrador, a leftist who took office Dec. 1 promising better treatment of migrants, instead has embraced the fight against migrant smuggling.

In recent weeks, he has seldom mentioned the U.S. pressure and depicts the crackdown on migrants as a struggle to defend Mexican laws.

Trump challenges California's action on emission standards

By Tom Krisher and Ellen Knickmeyer
The Associated Press

DETROIT — The Trump administration on Friday launched an all-out assault on California over mileage rules, opening an anti-trust investigation and telling state officials that they appear to be violating federal law in a deal with four automakers setting tougher automotive emission standards.

The outcome of the emissions fight will make or break an effort by President Donald Trump to relax Obama-era mileage standards nationwide. California's congressionally granted authority to set its own, tougher emissions standards under the 1970 Clean Air Act has long prodded automakers to adopt more fuel-efficient passenger vehicles.

Ford and Honda confirmed receiving a letter from the U.S. Justice Department informing them of an antitrust inquiry into a July deal with California, in which the two automakers along with Volkswagen and BMW agreed to stricter emissions standards than preferred by Trump. The Department of Transportation and the Environmental Protection Agency sent a letter to California saying the deal appears to violate the Clean Air Act and other laws.

"Congress has squarely vested the authority to set fuel economy standards for new motor vehicles, and nationwide standards for GHG (greenhouse gas) vehicle emissions, with the federal government, not with California or any other state," the agencies wrote in a letter dated Friday to the California Air Resources Board, which oversees auto emissions in the state.

California has emerged as a leader of state-level efforts to block Trump



In this April 18 file photo, a sign for the Department of Justice hangs in the press briefing room at the Justice Department, in Washington. (PATRICK SEMANSKY/ASSOCIATED PRESS FILE PHOTO)

administration moves weakening environmental protections. As part of those efforts, dozens of lawsuits have been filed challenging administration rollbacks.

Trump long has made clear he wants to end California's clout in setting mileage standards. Gov. Gavin Newsom remained defiant in the face of Friday's administration actions.

"The Trump administration has been attempting and failing to bully car companies for months now," Newsom said in a statement. "We remain undeterred. California stands up to bullies and will keep fighting for stronger clean car protections that protect the health and safety of our children and families."

Ford spokesman T.R. Reid confirmed Friday that the company received the Justice Department letter on the antitrust issue and said the company is cooperating. He would not disclose which

other automakers may have gotten the letter, but Honda confirmed that it also had received it.

The July deal bypassed the Trump administration's plan to freeze emissions and fuel economy standards adopted under the Obama administration at 2021 levels.

The four automakers agreed with the California Air Resources Board to reduce emissions by 3.7% per year starting with the 2022 model year, through 2026. That compares with 4.7% yearly reductions through 2025 under the Obama standards, according to California.

Emissions standards are closely linked with fuel economy requirements because vehicles pollute less if they burn fewer gallons of fuel.

The Justice Department gave no details of why it believed the deal could have violate federal law meant to prohibit anti-competitive behavior by companies. The EPA refused further comment.

Former Zimbabwe leader Robert Mugabe dies

By Farai Mutsaka and Christopher Torchia
The Associated Press

HARARE, Zimbabwe — Former Zimbabwean leader Robert Mugabe, an ex-guerrilla chief who took power when the African country shook off white minority rule and presided for decades while economic turmoil and human rights violations eroded its early promise, has died in Singapore. He was 95.

Mugabe enjoyed strong support from Zimbabwe's people soon after he became the first post-colonial leader of what had been British-controlled Rhodesia.

Often violent farm seizures from whites who owned huge tracts of land made him a hated figure in the West and a hero in Africa.

His successor, President Emmerson Mnangagwa, tweeted Friday that an "icon of liberation" had died. Mnangagwa, a long-time loyalist until Mugabe dismissed him from his Cabinet, named Mugabe as a national hero, Zimbabwe's highest posthumous honor.

He said the nation would observe an official mourning period for its late leader, "a great teacher and mentor" and "a remarkable statesman of our century." No date or other details were given.

Singapore's Foreign Ministry said it was working with Zimbabwe on arrangements to fly Mugabe's body



In this March 18, 2008, file photo, Zimbabwe President Robert Mugabe addresses party supporters at a rally in Gweru, about 155 miles south of Harare, Zimbabwe. (TSVANGIRAYI MUKWAZHI/ASSOCIATED PRESS FILE PHOTO)

home. In recent years, Mugabe sought medical treatment at Gleneagles Hospital in Singapore.

Presidential spokesman George Charamba told The Associated Press that Mugabe was readmitted to the hospital complaining of chest pains. His personal doctor, Dr. Jonathan Matenga, was flown to Singapore and with Mugabe when he died at 4:45 a.m. Friday, Charamba said.

Mugabe's popularity began to rise again after Mnangagwa failed to deliver on promises of economic recovery and

appeared to take an even harsher and more repressive stance against critics. Many began to publicly say they missed Mugabe.

Forced to resign amid pressure from the military, his party and the public in November 2017, Mugabe was defiant throughout his long life, railing against the West for what he called its neo-colonialist attitude and urging Africans to take control of their resources — a populist message that was often a hit, even as many nations on the continent shed the strongman model and moved toward democracy.

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a revision to a previously discussed 340-lot single-family subdivision. The site is located on TP#03067-005-000, 03067-005-001, 03067-000-000 and 03067-006-000 at approximately 17002 NW County RD 241, Alachua, FL. The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615. Contact: Forrest Eddleton
Phone: (352) 593-3159 - Gmuier Engineering, LLC

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a preliminary plat and a Special Exception for a proposed subdivision resulting in roughly 211 residential single-family lots with townhouse dwellings. The site is located generally NW of NW 147th Drive and NW 161st Ave., Alachua, FL on TP#03067-006-000. The meeting will be held Friday, September 20th at 5:00pm at the northwest corner of NW 161st Ave. and NW 147th Drive (behind Lowe's) Alachua, FL 32615. Contact: Forrest Eddleton
Phone: (352) 593-3159 - Gmuier Engineering, LLC

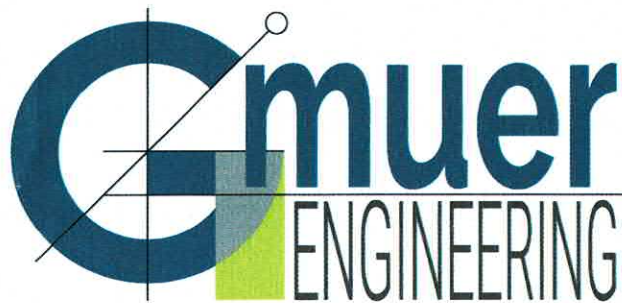
NOTICE OF RESCHEDULED HEARING

The tentative hearing adopting a millage rate and budget on September 3, 2019 for the Levy County Board of County Commissioners is being rescheduled due to Hurricane Dorian.

A rescheduled tentative budget hearing will be held on:

September 10, 2019
5:01 P.M. at

Levy County Courthouse,
County Commission Room
355 S Court Street, Bronson, FL 32621



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

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Meeting Sign-in Sheet

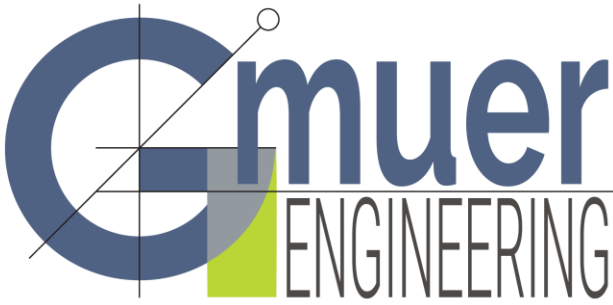
Re: Tara Forest East and Tara Baywood - Neighborhood Workshop

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

NAME	Email	Phone
Dennis Mylek	DSMYLEK@Pachell.Nor	603-748-0537
SILVIA MONKHARA NANCE	SILVIA@NanceLanEstate.com	(352) 870-8772
SAYED MONKHARA	SAYED@MONKHARA.COM	(352) 278-5317
Gayle Fabiano	noe.buddee@yahoo.com	
LaTosha Brown	latoshamiles@yahoo.com	706-536-8299
Paul Flynn	paulflynn82@yahoo.com	404-313-2529
Ryan Ward	ward-Ryan@yahoo.com	352-514-9898
Jean Calderwood	Jean.Calderwood@gmail.com	386-588-4309
Hugh Calderwood	Hugh.Calderwood@gmail.com	
MONIQUE LEVY	MONIQUE.SOUZA.26@GMAIL.COM	857-247-7132



2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928

gmuereng.com

Meeting Agenda and Notes

Re: Tara Forest East and Tara Baywood – Neighborhood Workshop

Date: Friday, September 20, 2019

Time: 5:00pm

Place: The northwest corner of NW 161st Ave and NW 147th Drive (behind Lowe's), Alachua, FL 32615

Agenda

- Explanation of the development proposal and application
- Explanation of the character and nature of the process for review
- Comments and questions and discussion of potential conflicts

Meeting Notes:

Several questions asking about the general layout and location of the stormwater facilities, how they will look like, and the design requirements. The questions were address by:

- Referred to the conceptual plans and indicated all locations of the proposed stormwater facilities
- Described the stormwater facilities as normally dry ponds that would fill during storm events and slowly discharge a portion of the water downstream and infiltrate the remainder of the water into the soils
- Stormwater permitting was described to be completed with the SRWMD and the City of Alachua and that the design would be completed up front for all phases of the development. The Design Storm is the 100Yr-240Hr event which is similar to two large storms back to back such as two tropical storms resulting in 18 inches of rain.

Two participants expressed they were happy to see townhomes becoming an option in the local housing market

General concerns over the increase in residents and associated traffic were expressed

- We reviewed the road connections proposed with Phase 1 of Tara Forest East to CR241 and that a traffic study was completed with this application to be reviewed by the City and the traffic generation numbers were quoted from the report along with the current City of Alachua roadway capacity numbers of the affected segments.
- Participants were also directed to the City's Long Range Transportation Plan and the recent community discussions at Commission meetings

Meeting adjourned at 7:00pm

DRAFT

DRAFT
LAYOUT

TARA
BAYWOOD
SUBDIVISION

CLIENT :
DESIGN :
REVISION :
QUALITY CONTROL :
C.A. GARDNER, P.E.
C.A. GARDNER, P.E.
SITING PLAN APP #
18-00033



FL CA # 11023
2803 NW 13th St, Box 314
Gainesville, FL 32609
C.A. Gardner, P.E.
C.A. Gardner, P.E.
SITING PLAN APP #
18-00033

REVISIONS
2019-06-13 DRAFT BLOCK
2019-06-07 REVISION LAYOUT
2019-06-27 REVISION LAYOUT
2019-06-28 REVISION LAYOUT

REVISIONS
2019-06-13 DRAFT BLOCK
2019-06-07 REVISION LAYOUT
2019-06-27 REVISION LAYOUT
2019-06-28 REVISION LAYOUT

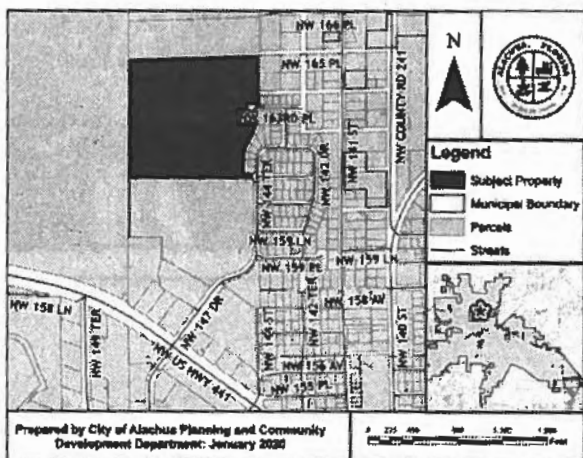




City of ALACHUA

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

Notice is hereby given that the Planning & Zoning Board of the City of Alachua will hold a public hearing on March 10, 2020, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Christopher Gmuer, P.E., applicant and agent for Alachua Development Co., LLC, property owner, for consideration of the preliminary plat of Tara Baywood, which proposes the subdivision of a ± 35.26 acre subject property into a maximum total of 211 townhouse lots, with associated common areas and right-of-way. The subject property is located north of Lowe's Home Improvement and the Baywood subdivision. Tax Parcel Number 03067-006-000; Future Land Use Map (FLUM) Designation: Medium Density Residential; Zoning: Residential Single Family-6 ("RSF-6").



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



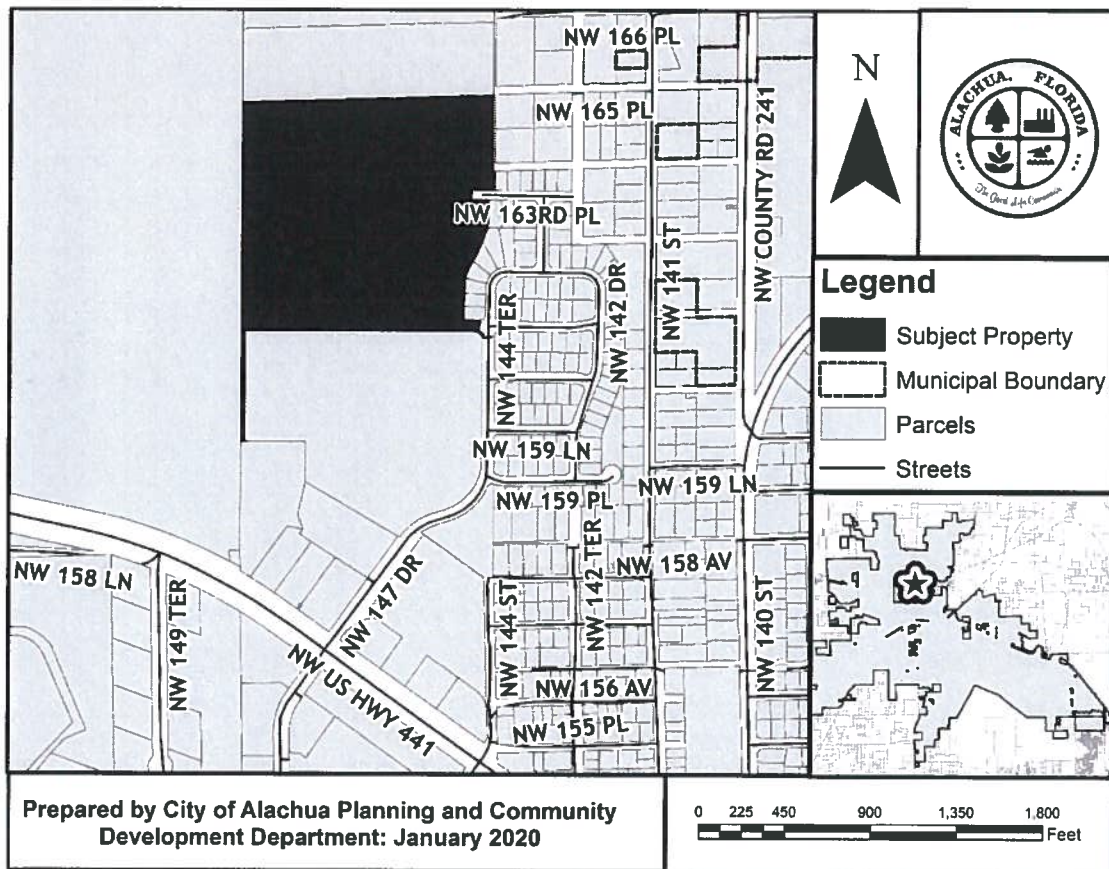
City of
ALACHUA

THE GOOD LIFE COMMUNITY

Mailed 2/24/2020
RC

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

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



THE GOOD LIFE COMMUNITY

and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 101 at least 48 hours prior to the public hearing.

DAN RHINE
288 TURKEY CREEK
ALACHUA FL 32615

DAVID FOREST
23 TURKEY CREEK
ALACHUA FL 32615

PEGGY ARNOLD
410 TURKEY CREEK
ALACHUA FL 32615

MICHELE L. LIEBERMAN
ALACHUA COUNTY MANAGER
12 SE 1ST STREET
GAINESVILLE FL 32601

LINDA DIXON, AICP
ASSISTANT DIRECTOR PLANNING
PO BOX 115050
GAINESVILLE FL 32611

LYNN COULLIAS
7406 NW 126TH AVE
ALACHUA FL 32615

TOM GORMAN
9210 NW 59TH STREET
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ANTOINETTE ENDELICATO
5562 NW 93RD AVENUE
GAINESVILLE FL 32653

CRAIG PARENTEAU
FL DEPT OF ENV PROTECTION
4801 CAMP RANCH ROAD
GAINESVILLE FL 32641

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ALACHUA FL 32653

LYNDA COON
7216 NW 126 AVENUE
ALACHUA FL 32615

PRESIDENT, TCMOA
1000 TURKEY CREEK
ALACHUA FL 32615

CITY MANAGER, CITY OF ALACHUA
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ALACHUA FL 32616

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Hugh & Jean Calderwood
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JACKSONVILLE, FL 32246-6313

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03081-000-000
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242 BAYBERRY DR
LAKE PARK, FL 33403

03081-002-000
KIRKLAND MARY L
1275 NE 136TH TER #1
NORTH MIAMI, FL 33161

03068-015-000
MARK MARY
PO BOX 711
ALACHUA, FL 32616-0711

03068-008-000
COYLE & COYLE
14319 NW 167TH PL
ALACHUA, FL 32615

03067-062-092
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03081-003-000
CALHOUN JOHNNY B & MARIE
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ALACHUA, FL 32616

03068-009-000
LUNDY GWENDOLYN
14000 NW 154TH AVE APT 21
ALACHUA, FL 32615

03067-000-000
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7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-062-091
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03068-007-000
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815 SE 19TH ST
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03080-000-000
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STARKE, FL 32091-2340

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OPA LOCKA, FL 33055-3311

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ALACHUA, FL 32616-0023

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ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03013-010-003
BOOZER RUBY D TRUSTEE
PO BOX 1085
ALACHUA, FL 32616-1085

03013-020-016
MURTHA GARY J & MARY E
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03127-020-002
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ALACHUA, FL 32615-4463

03080-001-000
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STARKE, FL 32091-2340

03013-010-006
KNISELEY GREGORY P & JOAN E
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ALACHUA, FL 32616

03013-020-020
CORAL FARMS MCS LLC
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FLORAHOME, FL 32140

03076-000-000
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JACKSONVILLE, FL 32246-6313

03068-009-000
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03013-010-002
KARRH MARGARET MCKNIGHT
14201 NW 174TH AVE
ALACHUA, FL 32615

03125-001-000
CEMETERY
17017 NW COUNTY ROAD 241
ALACHUA, FL 32615

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03068-008-000
COYLE & COYLE
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HIGH SPRINGS, FL 32655-1722

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ALACHUA, FL 32616-1085

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ALACHUA, FL 32615-4856

03013-020-015
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ALACHUA, FL 32616-0956

03062-003-000
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MELROSE, FL 32666-5441

03127-001-000
WD PROPERTIES FL LLC
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03062-001-000
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HIGH SPRINGS, FL 32655-1722

03067-005-000
TARA FOREST LLC
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GAINESVILLE, FL 32605

03067-005-001
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-062-084
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
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03067-062-090
CRISWELL JOHNATHAN
14324 NW 163RD PL
ALACHUA, FL 32615

03067-001-001
CANVAS CHURCH FL INC
PO BOX 219
ALACHUA, FL 32616

03605-001-013
ALACHUA TOWNE CENTRE ASSOCIAT
13505 NW 88TH PL
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AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
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03531-011-000
ALBERT L NORA
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03067-061-035
YOUNG MACK H & GEORGIA MAE
14367 NW 160TH LANE
ALACHUA, FL 32615

03067-001-003
STARMAX FDA LLC
961094 GATEWAY BLVD STE 200
AMELIA ISLAND, FL 32034

03080-000-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03605-001-006
PROGRESSIVE RESTAURANTS INC
602 S MAIN ST
GAINESVILLE, FL 32601

03067-061-053
FABIANO CHRISTOPHER & GAYLE CRUZ LIFE ESTATE
14364 NW 160TH LN
ALACHUA, FL 32615

03076-000-000
SHARMA LATIKA
4870 DEER LAKE DR E STE 2318
JACKSONVILLE, FL 32246-6313

03067-006-010
LOWES HOME CENTERS INC
1000 LOWES BOULEVARD TAX DEPT
MOORESVILLE, NC 28117

03067-062-082
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-097
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-001-004
AUTOZONE STORES LLC
123 SOUTH FRONT ST 3RD FLOOR
MEMPHIS, TN 38103

03548-001-000
WELCOME EVELYN
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ALACHUA, FL 32616-0384

03531-013-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03067-061-063
LISTZWAN LORI JORDAN
14296 NW 161ST AVE
ALACHUA, FL 32615

03531-027-000
KANE D L TRUSTEE
13919 NW 145TH AVE
ALACHUA, FL 32615-6218

03067-062-085
COON-WHITE PRISCA S
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NEWBERRY, FL 32669

03531-028-000
JACOB & LEGREE
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03531-048-000
FORD JOYCE M
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ALACHUA, FL 32616-0764

03067-060-034
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ALACHUA, FL 32615

03067-062-094
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GAINESVILLE, FL 32608

03531-031-000
JACOBS TERRI ANN
PO BOX 2383
ALACHUA, FL 32616

03549-000-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALACHUA INC
PO BOX 814
ALACHUA, FL 32616

03542-000-000
GREENE BEVERLY
110 NW 39TH AVE APT 9
GAINESVILLE, FL 32609

03067-061-051
WOODARD TERRI M
14324 NW 160TH LN
ALACHUA, FL 32615

03067-061-036
WILSON TANGELA M
14347 NW 160TH LN
ALACHUA, FL 32615

03067-062-089
SORRELL ALBERT L & PAMELA E
14304 NW 163RD PL
ALACHUA, FL 32615

03067-062-092
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03869-003-001
ALACHUA TOWNE CENTRE ASSOCIAT
13505 NW 88TH PL
ALACHUA, FL 32615

03067-060-031
KIRBY KEVIN L & STACY L
14342 NW 159TH LN
ALACHUA, FL 32615

03067-061-066
MYLEK DENNIS JAMES & EDITH
14348 NW 161ST AVE
ALACHUA, FL 32615

03067-062-072
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03605-001-003
GATEWAY BANK OF CENTRAL FLORI
1632 E SILVER SPRINGS BLVD
OCALA, FL 34470

03067-002-001
LEWIS F ALLEN & DIANE R
PO BOX 1421
ALACHUA, FL 32616-1421

03080-001-000
HAILE ELAINE D
802 OAK ST
STARKE, FL 32091-2340

03552-001-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALA FL INC
PO BOX 814
ALACHUA, FL 32616-0814

03583-000-000
OM NAMAH SHIVAAY LLC
5144 SW 82ND TER
GAINESVILLE, FL 32608

03531-032-000
JACOB REBECCA
14325 NW 156TH PL
ALACHUA, FL 32615-8254

03531-030-000
HERRING TIMOTHY R
4631 SW ATHENA DR
PORT ST LUCIE, FL 34953-5548

03067-062-086
WILLIAMS RAYMOND A & SHARON J
16293 NW 143RD WAY
ALACHUA, FL 32615

03067-061-060
WILLIAMS HUBERT RAY & GANEANE M
14291 NW 161ST AVE
ALACHUA, FL 32615

03067-062-070
AKRIDGE MICHAEL D & SHATEKA
14365 NW 162ND PL
ALACHUA, FL 32615

03553-000-000
BROOKS JOHNNIE MAE HEIRS
4930 SW 87TH PL
LAKE BUTLER, FL 32054-5966

03547-000-000
CALHOUN & CALHOUN
PO BOX 545
ALACHUA, FL 32616-0545

03067-062-091
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03552-000-000
WALKER SHARRICKA HUNT
14327 NW 155TH PL
ALACHUA, FL 32616

03067-062-088
DEJESUS BERMAN
614 SW 70TH TER APT D
GAINESVILLE, FL 32607

03067-061-055
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-601-004
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-060-032
CANNEGIETER LEROY R & TANYA
14362 NW 159TH LN
ALACHUA, FL 32615

03067-061-067
LEVY SETH G & MONIQUE DE SOUZA BARBOSA
14368 NW 161ST AVE
ALACHUA, FL 32615

03869-003-000
HITCHCOCK & SONS INC
29220 NW 122ND ST
ALACHUA, FL 32615

03067-061-054
MATHIS STANLEY P & ANTOINETTE L
14384 NW 160TH AVE
ALACHUA, FL 32615

03531-012-000
LINING KATINA A
14321 NW 157TH PL
ALACHUA, FL 32615-8740

03067-062-073
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-083
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-105
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-058
COBTY MAJIB & MARIE N
14325 NW 161ST AVE
ALACHUA, FL 32615

03531-008-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03531-014-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03585-001-000
XPANDING INDUSTRIES INC
PO BOX 383
ALACHUA, FL 32616

03067-062-101
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-104
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-004-001
HANCOCK JOSEPH A & CRYSTAL M
14309 NW 159TH PL
ALACHUA, FL 32615

03531-006-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03531-015-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03081-001-000
SMITH H E
18125 NW 42ND PL
OPA LOCKA, FL 33055-3311

03067-061-064
SANDERS BRYAN & AMANDA
14308 NW 161ST AVE
ALACHUA, FL 32615

03067-000-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03067-006-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03531-010-000
EDWARDS VELMA D
PO BOX 314
ALACHUA, FL 32616-0314

03067-062-103
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-049
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03531-035-000
WHITE JOHN R & TRENITA A
PO BOX 1246
ALACHUA, FL 32616-1246

03605-003-000
GATEWAY BANK OF CENTRAL FLORI
1632 EAST SILVER SPRINGS BLVD
OCALA, FL 34470

03067-062-098
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03584-001-000
M & R INVESTMENTS OF NORTH FL
11 SE 2ND AVE
GAINESVILLE, FL 32601

03548-000-000
SESCO DAVID L
PO BOX 372
LACROSSE, FL 32658

03531-049-000
SRI JAGANNATH CHAITANYA SANGH
2441 NW 43RD ST UNIT 24-A
GAINESVILLE, FL 32606

03531-009-000
MCCLAIN ERICA S
14324 NW 157TH PL
ALACHUA, FL 32615

03067-600-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-060-033
COOK DAVID P JR
14392 NW 159TH LN
ALACHUA, FL 32615

03067-062-095
AMA GAINESVILLE INVESTMENTS THREE LLC
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-061-052
GIRALDO & MARTINEZ H/W
14344 NW 160TH LN
ALACHUA, FL 32615

03067-062-102
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03542-001-000
WISE LULA M
820 WEST 3RD ST
ST AUGUSTINE, FL 32084

03067-061-059
THOMAS CURTIS L & CANDACE M
14305 NW 161ST AVE
ALACHUA, FL 32615

03067-005-000
TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03531-029-000
SOUTH ERNEST WAYNE & JUSTINE
2611 ROCK SPRINGS RD
KINGSPORT, TN 37664-5635

03067-601-000
ALACHUA DEVELOPMENT CO LLC
16469 BRIDLEWOOD CIR
DELRAY BEACH, FL 33445

03067-061-037
TAOPO EDWIN & MIDNITTE
14327 NW 160TH LANE
ALACHUA, FL 32615

03081-003-000
CALHOUN JOHNNY B & MARIE
PO BOX 434
ALACHUA, FL 32616

03067-001-000
MEGAHEE ENTERPRISES LTD. LLLP
4110 SW 34TH ST STE 24
GAINESVILLE, FL 32608

03067-062-071
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03554-000-000
BRIANT WILLIAM L & JHONA L
14329 NW 186TH AVE
ALACHUA, FL 32615

03546-000-000
LEWIS & LEWIS TRUSTEES
26260 US HIGHWAY 129
BRANFORD, FL 32008

03081-000-000
BAKER & LUNDY
242 BAYBERRY DR
LAKE PARK, FL 33403

03067-004-000
CRUSADERS FOR CHRIST CHURCH
PO BOX 1087
ALACHUA, FL 32616-1087

03542-001-001
GREENE BEVERLY
110 NW 39TH AVE APT 9
GAINESVILLE, FL 32609

03531-007-000
ALACHUA COUNTY HOUSING AUTHOR
701 NE 1ST ST
GAINESVILLE, FL 32601

03067-062-106
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-004-002
CURTIS NATRON
PO BOX 1087
ALACHUA, FL 32616

03067-061-065
HEWITT THOMAS C
14328 NW 161ST AVE
ALACHUA, FL 32615

03531-034-000
KIMBALL JOHN H
13504 NW 56TH AVE
GAINESVILLE, FL 32653

03551-000-000
HUNT-WALKER SHARRICKA DAWNDREY
PO BOX 545
ALACHUA, FL 32616-0545

03531-033-000
THOMAS LOUISE
PO BOX 1172
ALACHUA, FL 32616-1172

03067-061-056
BROWN WYNDELL A & LATOSHA L
14365 NW 161ST AVE
ALACHUA, FL 32615

03067-062-069
YOUNG RAMONE R
14385 NW 162ND PL
ALACHUA, FL 32615

03550-000-000
SOLOMON JANIE HEIRS
PO BOX 234
MICANOPY, FL 32667

03067-060-002
FOX & ROBERTS
14369 NW 159TH PL
ALACHUA, FL 32615

03067-061-038
MENDOZA & VALDES W/H
14307 NW 160TH LN
ALACHUA, FL 32615

03067-061-057
NGUYEN TONY M & TOMOKO S
14345 NW 161ST AVE
ALACHUA, FL 32615

03531-046-000
DANIELS EVELYN R
PO BOX 584
ALACHUA, FL 32616-0584

03605-001-010
WARRING & WARRING 2 LLC
7106 NW 18TH AVE
GAINESVILLE, FL 32605

03583-001-000
OM NAMAH SHIVAAY LLC
5144 SW 82ND TER
GAINESVILLE, FL 32608

03544-000-000
GARRISON LULA MAE
PO BOX 901
ALACHUA, FL 32616-0901

03531-026-000
LEWIS DIANE R
PO BOX 1421
ALACHUA, FL 32616

03067-062-096
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-062-093
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03067-060-003
MCGINNIS-BROWN RUBY D
14349 NW 159TH PL
ALACHUA, FL 32615

03549-001-000
ANTIOCH MISSIONARY BAPTIST CHURCH OF ALACHUA INC
PO BOX 814
ALACHUA, FL 32616

03067-062-100
AMA GAINESVILLE INVESTMENTS
7475 SW 70TH LN
GAINESVILLE, FL 32608

03081-002-000
KIRKLAND MARY L
1275 NE 136TH TER #1
NORTH MIAMI, FL 33161

03067-062-087
ODUM RONNIE & LEEANNE J
14282 NW 163RD PL
ALACHUA, FL 32615

03067-061-068
FLYNN & JANSON
14388 NW 161ST AVE
ALACHUA, FL 32615

03067-061-050
BUONSIGNORE MICHAEL W & MAMI
14304 NW 160TH LN
ALACHUA, FL 32615

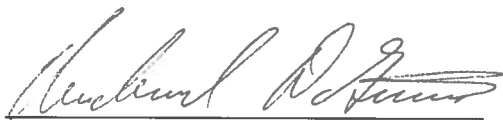
03067-060-001
WARD & WARD
14389 NW 159TH PL
ALACHUA, FL 32615

AFFIDAVIT FOR POSTED LAND USE SIGN

I Michael Gmuer, POSTED THE LAND USE
(Name)
SIGN ON 2-24-2020 FOR THE Tara Baywood Preliminary Plat
(Date) (State type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.



(Signature)

2 (Two)
(Number of signs)