

SUBDIVIDERS AGREEMENT FOR HERITAGE OAKS PHASE II

THIS SUBDIVIDERS AGREEMENT FOR HERITAGE OAKS PHASE II (the "Agreement") is made this _____ day of June, 2016.

BETWEEN

DEVELOPER: Duration Builders, Inc. a Florida Corporation (the “Developer”)
Whose address is: 527 Turkey Creek
Alachua, Fl. 32615

AND

CITY: THE CITY OF ALACHUA, a Florida
Municipal Corporation (the “City”)

RECITALS:

WHEREAS, THE DEVELOPER is developing a residential subdivision in the CITY known as Heritage Oaks Phase II (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Heritage Oaks Phase II as set forth in Plat Book _____ page _____ of the Public Records of Alachua County;

WHEREAS, the DEVELOPER wishes to enter into a Subdividers Agreement with City as part of the City's site specific regulations for applications for Development permits for the subdivision as further set forth and required in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the Developer acknowledges that this Agreement is a valid exercise of the City's police powers and it is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

WHEREAS, the Developer acknowledges that this Agreement is governed by the City's LDRs and, as such, the Developer must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding this Agreement; and

WHEREAS, the Developer acknowledges that this Agreement is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer shall not have any claim for monetary damages against the City in the event of any dispute regarding this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, the Developer and City hereby agree to and specify the following:

1. **Recitals:** The above recitals are true and correct and are incorporated into this Agreement by reference.
2. **Construction:** The Developer will construct, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including but not limited to the construction plans prepared by the Developer's design engineer (Plans), which were filed with the City by the Developer for the Project, provided that the costs of the Phase II Stormwater Management Facility #1 which is also referred to as Drainage Retention Area/drainage easement on the Plat for Heritage Oaks Phase II (the SMF#1 – see attached Exhibit "B") will be as set forth in that certain Memorandum of Understanding Regarding Corrective Measures – Heritage Oaks, dated October 27, 2014, entered into between the numerous parties including the Developer and the City ("MOU"). Within 15 days of Developer providing certification by the appropriate regulatory entities that the SMF#1 has been properly constructed and functions as designed, the City shall pay to the Developer \$110,284.77 as its portion of the construction costs for SMF#1. The final amount of this payment shall be adjusted to reflect the pro rata share of the contingency amount (\$20,010.50), and the 3.5% CEI Fee applied thereto as set forth in the MOU.
3. **Drainage:** Drainage facilities for the Property shall be maintained on the Project site or within another phase of the Heritage Oaks subdivision (the "Subdivision"), in accordance with the design documents for the storm water management for the Project at the sole expense of the Developer.
4. **Fire Flow:** Developer specifically acknowledges that the houses eventually constructed in Project shall comply with fire flow standards in the Florida Fire Prevention Code, which is adopted as part of the Florida Building Code. Nothing in this Agreement or the attached Certificate of Concurrency Compliance or the Plans in any way impacts or waives this requirement.
5. **Conveyance:** The conveyance by the Developer to the City of all of the required public utility infrastructure improvements (including, but not limited to, roadways, streetlights, piping within public right of ways, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks and easements as reflected on the Plat or construction plans for the Project) ("Improvements") shall be conveyed to the City by dedications on the Plat for the Project, however, the Improvements shall not be

accepted by the City until the Improvements have been completed, approved by the City, a one year maintenance period described in paragraphs 8 and 10 below has concluded, and the City Commission of the City of Alachua ("Commission") officially accepts the Improvements.

6. **Recording:** The plat for the Project shall be recorded by the Developer in the public records of Alachua County, Florida immediately after its approval by the Commission and the recording information for the plat shall be inserted on the first page of this Agreement. The Developer shall provide the City with a certified copy of the recorded plat within one day of recording. The original Subdividers Agreement with the recorded plat information on it shall be recorded within five (5) days of the recording of the plat. The Developer shall pay for all costs for recording the plat and the Subdividers Agreement, and any copies of them. The failure to record the plat within 45 days of its approval shall render the plat null and void.
7. **Compliance with Laws:** The final plat for the Project shall comply with Chapter 177 of the Florida Statutes, shall be approved by the Commission and will not be valid until it is filed in the public records of Alachua County, Florida, provided that the acceptance of the conveyances of any dedications on the plat is governed by paragraph 5 above.
8. **Surety Devices:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDR's, Developer further warrants and agrees, as follows:
 - a. Developer owns outright all of the Property free and clear of any encumbrances and no other person or entity has any interest of any kind in the Property by means of a contract for sale or otherwise. Developer further warrants that there is no reliance by any third party on the Property or the approval of the Plat, Improvements, Plans and this Agreement. Developer has not entered into any agreements of any kind for the conveyance, equitable or otherwise of any portion of the Property in anticipation of the approval of the Plat, Plans, and this Agreement;
 - b. Up to and including Developers completion and the certification of SMF#1 as properly functioning and the completion, and approval of the Improvements, along with the posting of a cash deposit for the one year maintenance of SMF#1 and the Improvements, Developer shall not in any way convey any interest, by contract or sale of interest equitable or otherwise in the Property or any portion thereof;
 - c. Upon the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall make a cash deposit with the City in the amount of \$102,598.37 (125% of the \$82,078.70 construction costs as set forth in the Certification in attached Exhibit "C") as the guarantee of the installation of sidewalks in the Project.

- d. Upon Developer's completion of SMF#1 and the City's approval of the completed Improvements, compliance provisions in subparagraphs b and c above, and Developers making a cash deposit of 10 percent of the certified value of the Improvements as the maintenance surety (approximately \$120,660.87 as set forth in the Certification in attached Exhibit D"), Developer may commence the sale of lots and the construction of houses in the Project subject to the applicable laws and regulations;
- e. Sidewalks shall be installed in the Project as depicted on the Plans. Six months after the certified completion of SMF#1 and the City's approval of the completed Improvements, Developer may submit to the City a certification from the firm of Causseaux, Hewett, and Walpole, Inc. ("CHW") certifying the satisfactory installation of the sidewalks and the cost for its installation in accordance with the projected costs on attached Exhibit "E". The City will then pay the Developer this cost, less the ten percent maintenance for the sidewalks. The Developer may submit certifications by CHW of sidewalk completions through the same process every six months, for a period of two years from the date of City's Approval of the completed Improvements. After this two year period, the Developer shall install all of the remaining sidewalks in the Project within 12 months. The Developer shall have complete and exclusive liability for all claims and shall indemnify the City for all claims, including but not limited to claims for bodily injury and damages, in any way related to or arising out of the construction, completion or non-completion of the sidewalks until the City Commission has officially accepted the sidewalks. If Developer does not complete all of the sidewalks within the 12 months referenced above, the City is authorized to install the remaining sidewalks and pay for it from the Developer's cash deposit for the sidewalks. A year after the completion of all sidewalks in the Project the City shall conduct a final inspection of the sidewalks. The Developer will be notified in writing of any deficiencies, determined in the City's sole discretion, and Developer shall have 30 days to cure the deficiencies. If the Developer does not cure the deficiencies within the 30 days, the City shall be authorized to have the work done and subtract the costs for the work from the cash deposit for the installation of sidewalks. Once the sidewalk construction is deemed complete it shall be submitted to the Commission for acceptance. After the Commission's acceptance of the sidewalks, the remaining cash deposit for the sidewalks shall be returned to the Developer.

- 9. **Inspections:** Upon the City's approval of the Plat, Plans, and Developers compliance with the terms of this Agreement, the Developer may commence construction of the Improvements and SMF#1. This construction shall be completed on or before 180 days from the date of the approval of this Agreement. During this construction, the Developer shall pay CHW to perform inspections at least every 14 days on all work

performed provided that inspections shall be performed at each of the following benchmarks:

- a) Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
- b) Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
- c) Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
- d) Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
- e) Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
- f) Inspection of pavement: at sub grade of all roads for line and grade and yielding; limerock base for placement and finish; Asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement.

CHW shall show any discrepancies on its inspection report and note the correction of each discrepancy in a subsequent report and provide each inspection report to the City's Public Services Department with a copy to the City's Department of Planning and Community Development. Upon completion of the Improvements and SMF#1, Developer shall have CHW conduct a final inspection and compile a final punch list. Upon CHW providing a final report to Developer and to the City indicating that all of the deficiencies noted in any inspection and on the final punch list have been completed and the Improvements (with the exception of the sidewalks) are in good working order in accordance with the Plans and LDR's, and SMF#1 is certified and approved by the proper agencies, the LDR Administrator or designee shall move expeditiously thereafter to perform a final inspection and provide a list specifying all defects, deficiencies and required repairs to Developer in a timeframe not to exceed 60 days. Once any repairs have been made and there is a certification that the Improvements and SMF#1 have been completed in accordance with the requirements of the LDR's, the Contractor shall submit a certified cost of construction for the completed Improvements and completed SMF#1. The Developer shall then make a cash deposit of 10% of the

certified cost of construction as the one year maintenance surety to the City as set forth in paragraphs 8.d. above and 10 below.

10. **Maintenance Period:** The Developer hereby agrees to maintain and repair the Improvements (except sidewalk maintenance which is addressed in paragraph 8e.) and SMF#1 for a period of one (1) year from the City's approval of their completion. If any repairs of the completed Improvements are deemed necessary by the City, in its sole discretion, during the Maintenance Period and the Developer does not make such repairs within the two weeks written notice, the City shall be authorized to make the repairs and pay for them from the cash deposited by the Developer as the maintenance surety. After the Maintenance Period, the Developer shall submit a final certification from CHW that all of the Improvements completed and constructed in accordance with the Plans and applicable regulations and are in good working order. Within 30 days of receipt of this certification, the City Commission will formally accept the maintenance of the Improvements and shall return to Developer the balance of the maintenance deposit for the Improvements. The maintenance of SMF#1 shall not ever be the responsibility of the City as to the maintenance of SMF#1 shall be the responsibility of the Developer and, subsequently the Homeowners Association.
11. **Non-Interest Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest bearing bank account.
12. **Certificate of Concurrency:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "F" and incorporated herein by reference.
13. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A", partially depicted in Exhibit "B" and set forth in the plat to be recorded for the Project.
14. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in paragraph 20 below.
15. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates regarding the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.

16. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.
17. **Police Powers:** In the event Developer, Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or Developer's contractor or subcontractors fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, shall have the right to exercise its police powers and stop work at the site until appropriate corrective measures are taken in addition to any other remedies available to the City.
18. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone acting directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's contractor, subcontractors or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its contractors or subcontractors may be liable or responsible regarding the Project. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee at all times during the existence of this Agreement.
19. **Agreement Runs with Land:** This Agreement shall be recorded in the public records of Alachua County, Florida and shall run with the Land.
20. **Notices:** Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox

or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City: City of Alachua
Attn: City Manager/LDR Administrator
15100 N.W. 142nd Terrace (via Personal Delivery)
Alachua, FL 32615

- Or -

P.O. Box 9 (via U.S. Mail)
Alachua, FL 32616

Developer: Duration Builders, Inc.
Attn: Britton Jones
527 Turkey Creek
Alachua, FL 32616

21. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.
22. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
23. **Not Assignable:** This Agreement shall not be assignable by the Developer without the written approval of the City Commission of the City of Alachua.
24. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.
25. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the state court system of Alachua County, Florida.
26. **Amendment:** This Agreement may only be amended by mutual written agreement of ~~the~~ by the City and the Developer with prior approval of the Commission.
27. **Legal Advice:** Developer and City have each had the advice of their respective attorneys before entering into this Agreement.

28. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.
29. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.
30. **Time of Essence:** Time is of the essence in complying with the terms of this Agreement.
31. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and Developer supersedes all prior written or oral agreements, understanding or representations.
32. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Subdividers Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDR's, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in anyway related to or arising out of or to this Subdividers Agreement.
33. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

IN WITNESS WHEREOF, City and Developer have hereunto set their hands and seals the day and year first above written.

Attest:

CITY OF ALACHUA

Traci Gresham, City Manager

By: _____
Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING Subdividers Agreement for Heritage Oaks Phase II was acknowledged before me this _____ day of _____, 2016, by Gib Coerper, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida at large
Commission No.:
Expiration: [SEAL]

Approved as to form:

Marian B. Rush, City Attorney

Witnesses:

DEVELOPER: Duration Builders, Inc.



GAYLE BUSSARD

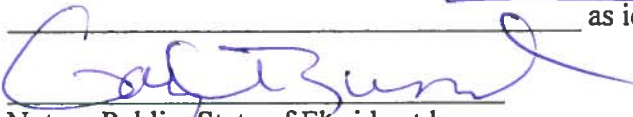

RAYMOND M. IVEY

By: 

Britton Jones, President

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR HERITAGE OAKS PHASE II was acknowledged before me this 6 day of June, 2016, by BRITTON JONES, who is personally known to me or who produced _____ as identification.



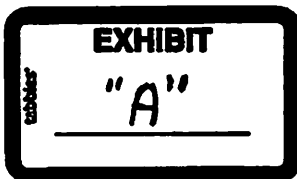
Notary Public, State of Florida at large
Commission No.:
Expiration: [SEAL]



Exhibit "A"

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

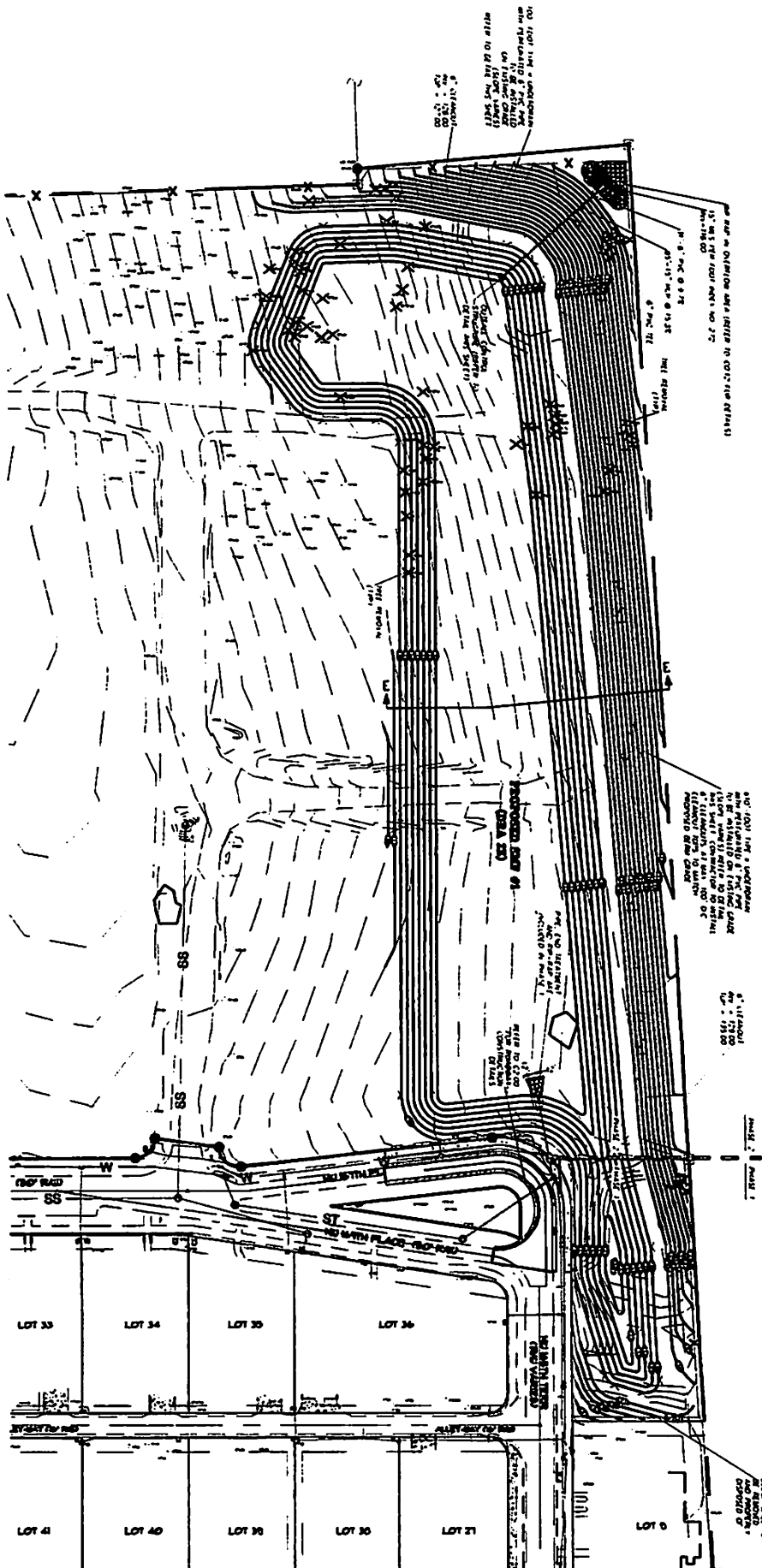
COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY FLORIDA; THENCE SOUTH $01^{\circ}49'00''$ EAST ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 1576.08 FEET; THENCE LEAVING SAID WEST LINE, NORTH $88^{\circ}33'13''$ EAST, A DISTANCE OF 1300.20 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 503, PAGE 107 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH $01^{\circ}49'00''$ EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 601.04 FEET TO THE NORTHWEST CORNER OF HERITAGE OAKS PHASE I AS RECORDED IN PLAT BOOK 24, PAGES 79-82 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH LINE OF SAID HERITAGE OAKS PHASE I, THE FOLLOWING SEVENTEEN (17) CALLS: (1) NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 182.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 42.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ}47'54''$ EAST, 20.62 FEET; (2) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $28^{\circ}25'13''$, AN ARC DISTANCE OF 20.83 FEET TO THE END OF SAID CURVE; (3) THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 177.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 13.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $45^{\circ}00'00''$ EAST, 18.38 FEET; (4) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; (5) THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 42.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 13.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ}00'00''$ EAST, 18.38 FEET; (6) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; (7) THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 162.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 42.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $45^{\circ}47'39''$ EAST, 20.61 FEET; (8) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $28^{\circ}24'21''$, AN ARC DISTANCE OF 20.82 FEET TO THE END OF SAID CURVE; (9) THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 42.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 42.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ}47'49''$ EAST, 20.61 FEET; (10) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $28^{\circ}24'21''$, AN ARC DISTANCE OF 20.82 FEET TO THE END OF SAID CURVE; (11) THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 162.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 13.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $45^{\circ}00'00''$ EAST, 18.38 FEET; (12) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; (13) THENCE SOUTH $81^{\circ}53'26''$ EAST, A DISTANCE OF 42.42 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 13.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $48^{\circ}14'08''$ EAST, 19.39 FEET; (14) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $96^{\circ}27'02''$, AN ARC DISTANCE OF 21.88 FEET TO THE END OF SAID CURVE; (15) THENCE NORTH $83^{\circ}31'44''$ EAST, A DISTANCE OF 168.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 46.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $69^{\circ}52'54''$ EAST, 41.18 FEET; (16) THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}10'51''$, AN ARC DISTANCE OF 42.70 FEET; (17) THENCE LEAVING SAID CURVE, NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 89.09 FEET TO THE NORTHEAST CORNER OF HERITAGE OAKS PHASE I AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE OF HERITAGE OAKS PHASE I, NORTH $03^{\circ}05'53''$ WEST, ALONG SAID EAST LINE, A DISTANCE OF 669.04 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH $84^{\circ}54'15''$ WEST, A DISTANCE OF 179.50 FEET, TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1970, PAGE 718 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH $00^{\circ}47'31''$ EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 10.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH $88^{\circ}17'14''$ WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 327.19 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2043, PAGE 2987 OF SAID PUBLIC RECORDS; THENCE SOUTH $88^{\circ}41'32''$ WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 322.06 FEET, TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 790, PAGE 371 OF THE AFOREMENTIONED PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH $88^{\circ}38'08''$ WEST, ALONG THE SOUTH LINE OF SAID LANDS, AND A WESTERLY EXTENSION THEREOF, A DISTANCE OF 360.41 FEET TO THE POINT OF BEGINNING.



OWNER: HOLLAND PROPERTIES, LTD., LLC
 7400 PINECREST, MI 48063-0000

EXHIBIT

"B"



0 50 100
 GRAPHIC SCALE
 1" = 100'



PROJECT 13-0566
 HERITAGE OAKS PHASE 1 SMF

CHIN
 Professional Consultants

132 NW 76th Drive
 Gainesville, Florida 32607
 (352) 331-1976 / (352) 331-2476
 www.chin-inc.com
 est. 1988 FLORIDA
 CA-5075



April 11, 2016

Justin Tabor, AICP
City of Alachua
15100 NW 142nd Terrace
Alachua, Florida 32616-0009

RE: Heritage Oaks Phase II
Alachua, Florida

Dear Justin:

Pursuant to the Land Development Regulations of the City of Alachua, we are providing this certification to verify that the cost of construction for the sidewalk in Heritage Oaks Phase II is estimated at \$82,078.70. Please see the attached detailed estimate of construction cost. The bond amount, at 125% of the estimated construction cost, is therefore \$102,598.37. Please do not hesitate to contact me with any questions.

Sincerely,
CHW

Monique Heathcock, P.E.
Director of Engineering & Planning

G:\JOBS\2013\13-0459\City County\Subdivision Application\Final Plat\160411 Submittal\TR 160407 Heritage Oaks Phase II CofA Certification of Construction - Sidewalks.docx



8563 Argyle Business Loop, Ste. 3, Jacksonville, Florida 32244
132 NW 76th Drive, Gainesville, Florida 32607
301 NE 1st Avenue, Ocala, Florida 34470

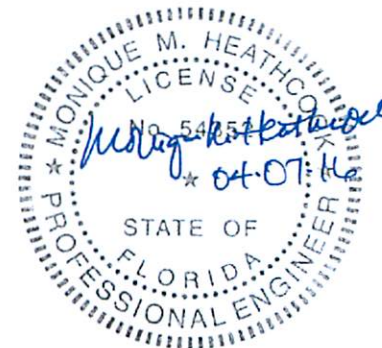


CHW
SIDEWALK PRELIMINARY PROBABLE
CONSTRUCTION COST

Project Name: Heritage Oaks Phase II
CHW Project No: 13-0459
Date: 4/7/2016

Item No.	Item	Qty	Unit	Unit Cost	Cost
ROADWAY					
1	Concrete Sidewalk and Driveways, 4"	2,407	SY	\$ 31.00	\$ 74,617.00
Roadway Subtotal					\$ 74,617.00
MASTER PLAN SUBTOTAL					\$ 74,617.00
2	General Conditions, Bonds, & Mobilization	10%			\$ 7,461.70
MASTER PLAN TOTAL					\$ 82,078.70

CHW has no control over the cost of labor, materials, or equipment, the Contractor's method of determining prices, or competitive bidding or market conditions. Therefore, our statements of probable cost provided herein are made on the basis of experience and represent our best judgment as professional consultants familiar with the construction industry. CHW cannot and does not guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost. If the Owner wishes greater assurances as to the construction cost, we recommend the employment of an independent cost estimator.



tabbles®

2 of 2

EXHIBIT

April 11, 2016

Justin Tabor, AICP
City of Alachua
15100 NW 142nd Terrace
Alachua, Florida 32616-0009

RE: Heritage Oaks Phase II
Alachua, Florida

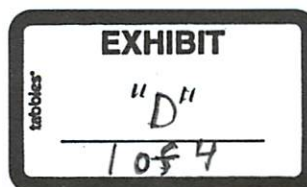
Dear Justin:

Pursuant to the Land Development Regulations of the City of Alachua, we are providing this certification to verify that the cost of construction for Heritage Oaks Phase II Infrastructure and Stormwater Management Facility #1 is estimated at \$1,206,608.73. Please see the attached detailed estimate of construction cost. The bond amount, at 125% of the estimated construction cost, is therefore \$1,508,260.90. Please do not hesitate to contact me with any questions.

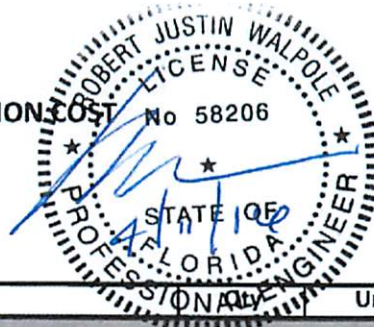


G:\UOBS\2016\Heritage Oaks Phase II Infrastructure and Stormwater Management Facility #1\Final Plat\160411 Submittal\LTR 160407 Heritage Oaks Phase II CoFA Certification of Construction - SMF & Infrastructure.docx

8585 Argyle Business Loop, Ste. 3, Jacksonville, Florida 32244
132 NW 78th Drive, Gainesville, Florida 32607
101 NE 1st Avenue, Ocala, Florida 34470



CHW
PRELIMINARY PROBABLE CONSTRUCTION COST



Project Name: Heritage Oaks Phase II
CHW Project No: 13-0459
Date: 4/11/2016

Item No.	Item	Qty	Unit	Unit Cost	Cost
DEMOLITION					
1	Water Line to be Removed	738	LF	\$ 3.00	\$ 2,214.00
2	Clearing & Grubbing	4.33	AC	\$ 6,000.00	\$ 25,980.00
Demolition Subtotal					\$ 28,194.00
EROSION, SEDIMENTATION, STABILIZATION					
3	Silt Fence	3,532	LF	\$ 1.10	\$ 3,885.20
4	Tree Barricade	1,756	LF	\$ 4.00	\$ 7,024.00
5	6' Fence per Section 6.3	1,010	LF	\$ 30.00	\$ 30,300.00
6	Disturbed Areas to be Seeded or Sodded	10,478	SY	\$ 2.00	\$ 20,956.00
Erosion, Sedimentation, Stabilization Subtotal					\$ 62,165.20
EARTHWORK					
7	Embankment (Cut)	21,793	CY	\$ 5.00	\$ 108,965.00
8	Regular Excavation (Fill)	13,371	CY	\$ 6.00	\$ 80,226.00
Earthwork Subtotal					\$ 189,191.00
ROADWAY					
9	Concrete Curb & Gutter, Type F	4,198	LF	\$ 18.00	\$ 75,564.00
10	Asphaltic Concrete, FC-9.5	5,400	SY	\$ 5.50	\$ 29,700.00
11	6" Limerock Base (Optional Base Group 4)	5,400	SY	\$ 13.15	\$ 71,010.00
12	12" Type B Stabilization	7,000	SY	\$ 3.55	\$ 24,850.00
Roadway Subtotal					\$ 201,124.00
SANITARY SEWER					
13	Sanitary Sewer Main 8" PVC	892	LF	\$ 35.00	\$ 31,220.00
14	Sanitary Sewer Laterals 4" PVC w/CO	1,569	LF	\$ 30.00	\$ 47,070.00
15	Sanitary 48" Diameter Manhole, 6'-8'	3	EA	\$ 3,000.00	\$ 9,000.00
Sanitary Sewer Subtotal					\$ 87,290.00
WATER SERVICE					
16	8" PVC Schedule 80 Water Main	2,425	LF	\$ 30.00	\$ 72,750.00

EXHIBIT

D 2 of 4

Labels

CHW
PRELIMINARY PROBABLE CONSTRUCTION COST

Project Name: Heritage Oaks Phase II
CHW Project No: 13-0459
Date: 4/11/2016

Item No.	Item	Qty	Unit	Unit Cost	Cost
17	2" PVC Schedule 40 Water Service, Connection, Meter	785	LF	\$ 20.00	\$ 15,700.00
18	3" PVC Schedule 40 Water Service Sleeve	238	LF	\$ 25.00	\$ 5,950.00
19	Fire Hydrant	4	EA	\$ 4,500.00	\$ 18,000.00
20	Blow-Off Assembly	3	EA	\$ 2,500.00	\$ 7,500.00
21	Water Main 8" Gate Valve	16	EA	\$ 2,000.00	\$ 32,000.00
Water Service Subtotal					\$ 151,900.00
ELECTRIC					
22	Primary Electric Conduit (4")	2,597	LF	\$ 9.00	\$ 23,373.00
23	Secondary Electric Conduit (2")	3,400	LF	\$ 7.00	\$ 23,800.00
24	Electric Connection Fee	38	EA	\$ 200.00	\$ 7,600.00
Electric Subtotal					\$ 54,773.00
DRAINAGE					
25	15" RCP	1,283	LF	\$20.00	\$ 25,660.00
26	18" RCP	269	LF	\$24.00	\$ 6,456.00
27	24" RCP	149	LF	\$38.00	\$ 5,662.00
28	Inlet, Curb, Type P-5	14	EA	\$4,000.00	\$ 56,000.00
29	Inlet, Curb, Type P-6	2	EA	\$4,500.00	\$ 9,000.00
30	24" Mitered End Section	2	EA	\$1,000.00	\$ 2,000.00
31	48" Diameter Manhole	1	EA	\$3,000.00	\$ 3,000.00
Drainage Subtotal					\$ 107,778.00
MASTER PLAN SUBTOTAL					\$ 882,415.20
32	General Conditions, Bonds, & Mobilization	10%			\$ 88,241.52
SMF-1					
33	Mobilization	1	LS	\$1,000.00	\$ 1,000.00
34	Survey	1	LS	\$800.00	\$ 800.00
35	Geotechnical Testing	1	LS	\$1,500.00	\$ 1,500.00
36	Silt Fence	1,127	LF	\$1.50	\$ 1,690.50

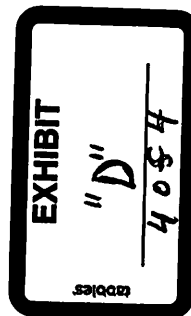


CHW
PRELIMINARY PROBABLE CONSTRUCTION COST

Project Name: Heritage Oaks Phase II
CHW Project No: 13-0459
Date: 4/11/2016

Item No.	Item	Qty	Unit	Unit Cost	Cost
37	Tree Barricade	534	LF	\$3.00	\$ 1,602.00
38	Clearing & Grubbing	3	AC	\$4,500.00	\$ 14,805.00
39	SMF Excavation - Cut and Stockpile	3,094	CY	\$2.00	\$ 6,188.00
40	SMF Undercut/Over-excavation	2,872	CY	\$2.00	\$ 5,744.00
41	Archer Sand Fill (SMF-1)	9,923	CY	\$6.00	\$ 59,538.00
42	Archer Sand Fill (Berm)	10,174	CY	\$6.00	\$ 61,044.00
43	DRA/Berm Fine Grading	5,247	SY	\$1.00	\$ 5,247.00
44	Geotextile Erosion Control Fabric for Berm	5,156	SY	\$3.50	\$ 18,046.00
45	FDOT Type II Underdrain	710	LF	\$26.50	\$ 18,815.00
46	Storm Cleanout	7	EA	\$100.00	\$ 700.00
47	6" PVC Tee	1	EA	\$50.00	\$ 50.00
48	6" PVC Pipe	31	LF	\$12.00	\$ 372.00
49	Sod	5,247	SY	\$2.00	\$ 10,493.68
50	Seed and Mulch	1,733	SY	\$0.50	\$ 866.65
51	Outfall Control Structure	1	EA	\$2,500.00	\$ 2,500.00
52	15" RCP	90	LF	\$25.00	\$ 2,250.00
53	15" Mitered End Section	1	EA	\$1,000.00	\$ 1,000.00
54	Rip Rap	1	EA	\$250.00	\$ 250.00
SMF-1 Subtotal					\$ 214,501.83
56	10% Contingency	10%			\$ 21,450.18
SMF-1 Total					\$ 235,952.01
MASTER PLAN TOTAL					\$ 1,206,608.73

CHW has no control over the cost of labor, materials, or equipment, the Contractor's method of determining prices, or competitive bidding or market conditions. Therefore, our statements of probable cost provided herein are made on the basis of experience and represent our best judgment as professional consultants familiar with the construction industry. CHW cannot and does not guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost. If the Owner wishes greater assurances as to the construction cost, we recommend the employment of an independent cost estimator.

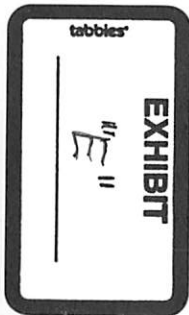


**CHW
SIDEWALK PRELIMINARY PROBABLE
CONSTRUCTION COST**

Project Name: Heritage Oaks Phase II
CHW Project No: 13-0459
Date: 5/26/2016

Item No.	Item	Qty	Unit	Unit Cost	Cost
ROADWAY					
1	Concrete Sidewalk and Driveways, 4"	2,407	SY	\$ 31.00	\$ 74,617.00
Roadway Subtotal					\$ 74,617.00
MASTER PLAN TOTAL					\$ 74,617.00

CHW has no control over the cost of labor, materials, or equipment, the Contractor's method of determining prices, or competitive bidding or market conditions. Therefore, our statements of probable cost provided herein are made on the basis of experience and represent our best judgment as professional consultants familiar with the construction industry. CHW cannot and does not guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost. If the Owner wishes greater assurances as to the construction cost, we recommend the employment of an independent cost estimator.



**CERTIFICATE OF CONCURRENCY COMPLIANCE
FOR HERITAGE OAKS, PHASE II**

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to Duration Builders, Inc., a Florida Corporation ("Developer") by City of Alachua, Florida ("City"), on this ____ day of _____, 2016.

R E C I T A L S

WHEREAS, the Developer is developing a residential subdivision in the City known as Heritage Oaks Phase II (the "Project"), legally described in attached Exhibit "A";

WHEREAS, the Developer has secured a Subdividers Agreement for Heritage Oaks Phase II from the City for the Project as part of the City's site specific regulations and the requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of certificates of concurrency compliance by the City to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, storm water management, potable water, or recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have one or more of the following land development permits in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Planned Development – Residential ("PD-R");

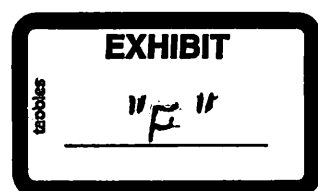
WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision contemplating construction of 44 residential units;

WHEREAS, the Project is now ready to proceed to Final Plat for Phase II the 44 units;

WHEREAS, the Developer intends to immediately initiate construction on Heritage Oaks Phase II;

WHEREAS, the Developer of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer of the Project further agrees to submit payment for water connection fees for the Project as determined by the City's Capital Facilities charges exist prior to the final inspection of each residential unit;



WHEREAS, the City has determined that adequate water and wastewater capacity exists to serve Heritage Oaks Phase II;

WHEREAS, the Developer acknowledges that this Certificate is a valid exercise of the City's police powers and is authorized by, among other things, Article VIII, § 2(b) of the Florida Constitution, § 163.3161, *et. seq.*, *Fla. Stat.*, § 163.3202, *Fla. Stat.*, and § 166.201 *Fla. Stat.*;

WHEREAS, the Developer acknowledges that this Certificate is governed by the City's LDRs and, as such, the Developer must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding this Certificate; and

WHEREAS, the Developer acknowledges that this Certificate constitutes a regulatory agreement required as part of the site specific regulations for the issuance of Development permits under section for the Project and, as such, Developer has no claim for monetary damages against the City in the event of any dispute whatsoever regarding this Certificate, Developer's sole remedy for any dispute in any way relating to this Certificate shall be an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed to be a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING RECITALS, including the findings of fact and conclusion of law, the City issues this Certificate of Concurrency subject to the conditions of issuance, which Developer agrees to by signing below, as follows:

1. The above recitals are true and correct and are incorporated into this Certificate by reference.
2. The City will reserve 11,000 gallons per day (44 lots x 250 gallons per day) of wastewater capacity for the 44 units proposed in Heritage Oaks Phase II. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to, construction plans and Subdividers Agreement on file with the City.
3. The City will reserve 12,100 gallons per day (44 lots x 275 gallons per day) of water capacity for the 44 units proposed in Heritage Oaks Phase II as defined by applicable development permits including but not limited to, construction plans and Subdividers Agreement, on file with the City. However, it shall be the responsibility of the Developer to facilitate the conveyance of the water to the Project.
4. The City will reserve the following trips of traffic capacity for the 44 units proposed in Heritage Oaks Phase II as defined by applicable development permits, including construction plans and Subdividers Agreement, on file with the City: 109 Average Annual Daily Trips ("AADT") and 12 Peak Hour Trips along Comprehensive Plan Segment 1 of Interstate 75; 133 AADT and 14 Peak Hour

Trips along Comprehensive Plan Segment 2 of Interstate 75; 419 AADT and 45 Peak Hour Trips along Comprehensive Plan Segment 5 of US Highway 441; 102 AADT and 11 Peak Hour Trips along County Road 235-A, south of US Highway 441 to County Road 235 (also known as Peggy Road); and 75 AADT and 8 Peak Hour Trips along County Road 235-A, north of US Highway 441 to the north City Limits.

5. The City will reserve 0.51 acres (2.34 persons per household x 44 units x 5 acres per 1,000 persons) of recreation capacity for the 44 units proposed in Heritage Oaks Phase II as defined by applicable development permits, including but not limited to the construction plans and Subdividers Agreement, on file with the City.
6. The City will reserve 75.16 tons per year (0.73 tons per capita per year x 2.34 persons per household x 44 units) of solid waste capacity for the 44 units proposed in Heritage Oaks Phase II as defined by applicable development permits on file, including but not limited to, construction plans and Subdividers Agreement, on file with the City.
7. The City will reserve seven (7) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, three (3) student stations in the Alachua SCSA for middle schools, and four (4) student stations in the Alachua SCSA for high schools, Phase II Heritage Oaks.
8. This Certificate shall remain in effect for a period of 140 days from the date of the approval of the Subdividers Agreement between Developer and City by the City Commission of the City of Alachua.
9. It is the intent of the City and Developer that this Certificate be incorporated into and considered a part of the Subdividers Agreement executed by the Developer and City for the Project dated the 13th day of June 2016. Failure to comply with the term of that Subdividers Agreement shall result in the termination of the reservations in this Certificate.
10. This Certificate shall not be construed to be an absolute guarantee for the reservations herein should events occur which are outside the control of the City.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED on this _____ day of June 2016, and is subject to the terms and findings as stated herein.

Attest:

CITY OF ALACHUA

Traci Gresham, City Manager

By: _____
Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING Certificate of Concurrency Compliance for Heritage Oaks Phase II was acknowledged before me this 13th day of June, 2016, by GIB COERPER, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida at large
Commission No.:
Expiration: [SEAL]

Approved as to form:

Marian B. Rush, City Attorney

Witnesses:

Gayle Bussard
GAYLE BUSSARD
Raymond M. Ivey
RAYMOND M. IVEY

DEVELOPER: Duration Builders, Inc.

By: Britton Jones
Britton Jones, President

STATE OF FLORIDA
COUNTY OF Alachua

THE FOREGOING Certificate of Concurrency Compliance for Heritage Oaks Phase II was acknowledged before me this 13 day of June, 2016, by BRITTON JONES, who is personally known to me or who produced _____ as identification.

Gayle Bussard
Notary Public, State of Florida at large
Commission No.:
Expiration: [SEAL]



Exhibit "A"

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY FLORIDA; THENCE SOUTH $01^{\circ}49'00''$ EAST ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 1576.08 FEET; THENCE LEAVING SAID WEST LINE, NORTH $88^{\circ}33'13''$ EAST, A DISTANCE OF 1300.20 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 503, PAGE 107 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH $01^{\circ}49'00''$ EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 601.04 FEET TO THE NORTHWEST CORNER OF HERITAGE OAKS PHASE I AS RECORDED IN PLAT BOOK 24, PAGES 79-82 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH LINE OF SAID HERITAGE OAKS PHASE I, THE FOLLOWING SEVENTEEN (17) CALLS: (1) NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 182.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 42.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ}47'54''$ EAST, 20.62 FEET; (2) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $28^{\circ}25'13''$, AN ARC DISTANCE OF 20.83 FEET TO THE END OF SAID CURVE; (3) THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 177.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 13.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $45^{\circ}00'00''$ EAST, 18.38 FEET; (4) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; (5) THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 42.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 13.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ}00'00''$ EAST, 18.38 FEET; (6) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; (7) THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 162.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 42.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $45^{\circ}47'39''$ EAST, 20.61 FEET; (8) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $28^{\circ}24'21''$, AN ARC DISTANCE OF 20.82 FEET TO THE END OF SAID CURVE; (9) THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 42.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 42.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ}47'49''$ EAST, 20.61 FEET; (10) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $28^{\circ}24'21''$, AN ARC DISTANCE OF 20.82 FEET TO THE END OF SAID CURVE; (11) THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 162.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 13.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $45^{\circ}00'00''$ EAST, 18.38 FEET; (12) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; (13) THENCE SOUTH $81^{\circ}53'26''$ EAST, A DISTANCE OF 42.42 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 13.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $48^{\circ}14'08''$ EAST, 19.39 FEET; (14) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $96^{\circ}27'02''$, AN ARC DISTANCE OF 21.88 FEET TO THE END OF SAID CURVE; (15) THENCE NORTH $83^{\circ}31'44''$ EAST, A DISTANCE OF 168.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 46.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $69^{\circ}52'54''$ EAST, 41.18 FEET; (16) THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ}10'51''$, AN ARC DISTANCE OF 42.70 FEET; (17) THENCE LEAVING SAID CURVE, NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 89.09 FEET TO THE NORTHEAST CORNER OF HERITAGE OAKS PHASE I AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE OF HERITAGE OAKS PHASE I, NORTH $03^{\circ}05'53''$ WEST, ALONG SAID EAST LINE, A DISTANCE OF 669.04 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH $84^{\circ}54'15''$ WEST, A DISTANCE OF 179.50 FEET, TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1970, PAGE 718 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH $00^{\circ}47'31''$ EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 10.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH $88^{\circ}17'14''$ WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 327.19 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2043, PAGE 2987 OF SAID PUBLIC RECORDS; THENCE SOUTH $88^{\circ}41'32''$ WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 322.06 FEET, TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 790, PAGE 371 OF THE AFOREMENTIONED PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH $88^{\circ}38'08''$ WEST, ALONG THE SOUTH LINE OF SAID LANDS, AND A WESTERLY EXTENSION THEREOF, A DISTANCE OF 360.41 FEET TO THE POINT OF BEGINNING.



Re: Hertiage Oaks Phase II

From : Justin Tabor <jtabor@cityofalachua.com>

Mon, May 09, 2016 09:57 AM

Subject : Re: Hertiage Oaks Phase II 1 attachment**To :** Jessica Junkin <JessicaJ@chw-inc.com>**Cc :** MoniqueH <MoniqueH@chw-inc.com>, Marian Rush
<marian@robertarushpa.com>, kwinburn
<kwinburn@cityofalachua.com>, bjones
<bjones@durationbuilders.com>

Jessica,

Thank you for the update.

To be able to review the commitment to issue/irrevocable letters of credit in advance of the next City Commission Meeting (June 13), please provide materials no later than Tuesday, May 31. Please note there is only one City Commission Meeting in June; the next meeting following the June 13 meeting will be July 11.

Sincerely,

Justin Tabor, AICP

Principal Planner

City of Alachua

15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616

386.418.6100 x 107 | fax: 386.418.6130

jtabor@cityofalachua.com

City Hall Hours of Operation

Monday - Thursday, 7:30 AM - 6:00 PM

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

From: "Jessica Junkin" <JessicaJ@chw-inc.com>**To:** "Justin Tabor" <jtabor@cityofalachua.org>**Cc:** "MoniqueH" <MoniqueH@chw-inc.com>, "Marian Rush" <marian@robertarushpa.com>, "kwinburn" <kwinburn@cityofalachua.com>**Sent:** Thursday, May 5, 2016 2:42:38 PM**Subject:** RE: Hertiage Oaks Phase II

Justin,

Good afternoon! I just spoke with Britton. He is not going to be able to get us the letters of credit before end of business today. He is still working with his bank. Just wanted to give you an update.

Thank you,

JESSICA JUNKIN | Project Assistant
t: (352) 519-5909
e: jessicaj@chw-inc.com
w: www.chw-inc.com

From: Justin Tabor [mailto:jtabor@cityofalachua.org]
Sent: Monday, May 02, 2016 4:38 PM
To: Jessica Junkin
Cc: Monique Heathcock; Marian Rush; kwinburn
Subject: Re: Hertiage Oaks Phase II

Jessica,

Please submit the irrevocable letters of credit for review to the attention of Kathy Winburn, Planning Director, and Marian Rush, City Attorney, as soon as they are available. Please also keep me copied on the correspondence.

Thank you.

Sincerely,

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9
Alachua, Florida 32616
386.418.6100 x 107 | fax: 386.418.6130
jtabor@cityofalachua.com

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From: "Jessica Junkin" <JessicaJ@chw-inc.com>
To: "Justin Tabor" <jtabor@cityofalachua.org>
Cc: "MoniqueH" <MoniqueH@chw-inc.com>, "Marian Rush" <marian@robertarushpa.com>, "kwinburn" <kwinburn@cityofalachua.com>
Sent: Monday, May 2, 2016 3:32:07 PM
Subject: RE: Hertiage Oaks Phase II

Justin,

I just spoke with Britton regarding the irrevocable letters of credit. They will be available on May 4th. Can you please let me know how to get the letters processed in your absence?

Thank you,

JESSICA JUNKIN | Project Assistant
t: (352) 519-5909
e: jessicaj@chw-inc.com
w: www.chw-inc.com

From: Justin Tabor [<mailto:jtabor@cityofalachua.org>]
Sent: Wednesday, April 27, 2016 11:59 AM
To: Jessica Junkin
Cc: Monique Heathcock; Marian Rush; Kathy Winburn
Subject: Re: Hertiage Oaks Phase II

Jessica,

I believe comments relating to the plat itself have been sufficiently addressed. However, I have not received the lender's commitment to issue the irrevocable letters of credit. This must be provided to the City, with sufficient time for City staff to review the documentation and find it to be acceptable, before advertising for the May 23 City Commission Meeting must be placed (which would occur on May 5.)

I will be out of the office on Wednesday, May 4, and Thursday, May 5. The lender's commitment must be reviewed by Planning staff and by the City Attorney before the item can be scheduled for a public hearing, therefore, it is imperative that it be provided as soon as possible.

To clarify concerning the mylar - the mylar must have the signature of all signatories, with the exception of the Mayor, City Manager, and City Attorney, who will sign following Commission action. Therefore, in advance of the City Commission Meeting, you will need to coordinate with the following persons/entities to obtain signatures: the property owner; mortgagee; reviewing PSM (Bob Graver or Jared Rogers at EDA); Alachua County Health Department; and your surveyor who prepared the plat.

Sincerely,

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9
Alachua, Florida 32616
386.418.6100 x 107 | fax: 386.418.6130
jtabor@cityofalachua.com

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From: "Jessica Junkin" <JessicaJ@chw-inc.com>
To: "Justin Tabor" <jtabor@cityofalachua.org>
Cc: "MoniqueH" <MoniqueH@chw-inc.com>
Sent: Wednesday, April 27, 2016 11:06:58 AM
Subject: Hertiage Oaks Phase II

Justin,

Good morning! I just wanted to check in to be sure all comments regarding the plat have been addressed so we can proceed with getting the Mylar signed. As discussed, the Mylar will need to be signed and brought to the City Commission meeting on May 23rd so the County Surveyor can sign. Please let me know at your earliest convenience.

Thank you,

JESSICA JUNKIN | Project Assistant

t: (352) 519-5909 | e: jessicaj@chw-inc.com
w: www.chw-inc.com



JACKSONVILLEGAINESVILLEOCALA

t: (904) 619-6521 | 8563 Argyle Business Loop, Ste., 3, Jacksonville, FL 32244

t: (352) 331-1976 | 132 NW 76th Dr., Gainesville, FL 32607

t: (352) 414-4621 | 101 NE 1st Ave., Ocala, FL 34470

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RE: Heritage Oaks Phase II

From : Marian Rush <marian@robertarushpa.com>

Mon, May 02, 2016 03:52 PM

Subject : RE: Heritage Oaks Phase II 2 attachments

To : 'Britton Jones' <bjones@durationbuilders.com>, 'Jessica Junkin' <JessicaJ@chw-inc.com>, 'Justin Tabor' <jtabor@cityofalachua.org>, 'Adam Boukari' <aboukari@cityofalachua.org>, 'Traci Gresham' <tcairn@cityofalachua.com>

Cc : 'Monique Heathcock' <MoniqueH@chw-inc.com>, 'Kathy Winburn' <kwinburn@cityofalachua.com>

Britton, We just heard from Jessica that you will have a draft ILOC on Wed. May 4. How long did you decide it will take you to complete the infrastructure improvements? The time for completion and the time for the duration for the ILOC have to be put in the subdividers agreement. Thanks.

Marian B. Rush

Marian B. Rush, Esq.

Attorney at Law
Board Certified City County and Local Government
Robert A Rush PA
11 S.E. Second Avenue
Gainesville, Florida 32601
Office: (352) 373-7566
Fax: (352) 376-7760

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From: Britton Jones [mailto:bjones@durationbuilders.com]

Sent: Wednesday, April 20, 2016 2:22 PM

To: Marian Rush <marian@robertarushpa.com>; 'Jessica Junkin' <JessicaJ@chw-inc.com>; 'Justin Tabor' <jtabor@cityofalachua.org>; Adam Boukari <aboukari@cityofalachua.org>; 'Traci Gresham' <tcairn@cityofalachua.com>

Cc: 'Monique Heathcock' <MoniqueH@chw-inc.com>; 'Kathy Winburn' <kwinburn@cityofalachua.com>

Subject: RE: Heritage Oaks Phase II

Marian,

Thank you for your response. I am agreeable to the terms you outlined for the irrevocable letter of credit

for the sidewalks. Would you kindly remind me of the length of time we agreed to for the length the irrevocable letter of credit needs to be for the infrastructure and storm water basin? I can't read my notes clearly was it 120 days or 180 days.

Thanks.

Britton

Britton Jones
Duration Builders, Inc.
BJones@DurationBuilders.com
386-462-0511 office
352-494-3129 cell
386-462-2083 fax
527 Turkey Creek
Alachua, FL 32615



CGC1504790
General Contractors
Construction Services
www.DurationBuilders.com

From: Marian Rush [<mailto:marian@robertarushpa.com>]

Sent: Wednesday, April 20, 2016 2:09 PM

To: 'Jessica Junkin' <JessicaJ@chw-inc.com>; 'Justin Tabor' <jtabor@cityofalachua.org>; Britton Jones <bjones@durationbuilders.com>; Adam Boukari <aboukari@cityofalachua.org>; 'Traci Gresham' <tcain@cityofalachua.com>

Cc: 'Monique Heathcock' <MoniqueH@chw-inc.com>; 'Kathy Winburn' <kwinburn@cityofalachua.com>

Subject: RE: Heritage Oaks Phase II

Importance: High

This is to clarify the letter of credit issue. When I spoke with Britton, he indicated that he was speaking with at least two banks regarding securing a letter of credit and he needed the numbers for the two different letters of credit, which I confirmed with City staff and provided to him. The letter of credit itself is included in the packet that goes to the City commission along with the final plat. Britton did not tell me that he needed the revised subdividers agreement in order to consult with banks regarding their willingness to issue the a letters of credit. I advised Britton that I would have to consult with City staff on an effective way to handle the inspections and any reduction of the sidewalk letter of credit only, which I did yesterday.

Britton, Are you agreeable to there being a review of the Irrevocable letter of credit for the sidewalk each quarter or after 25 percent of the houses in Heritage Oaks Phase 2 have received a certificate of occupancy, whichever comes first. Thereafter a review every quarter or after 50, then 75 or 100 percent of the houses have received certificates of occupancy with all sidewalks to be completed in the subdivision within 2 years of the City Commission's approval of the final plat? Also, a provision will include that a maintenance bond will have to be filed before there will be any reduction in the sidewalk letter of credit.

I will need to see the form of the letter of credit any issuing bank intends to use in order review any other clauses the bank may wish to insert in it. Please provide me the banks form as soon as a bank is secured for this purpose.

Sorry for any misunderstanding. Please let me know if you have any questions.

Marian B. Rush

Marian B. Rush, Esq.

Attorney at Law
Board Certified City County and Local Government
Robert A Rush PA
11 S.E. Second Avenue
Gainesville, Florida 32601
Office: (352) 373-7566
Fax: (352) 376-7760

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From: Jessica Junkin [<mailto:JessicaJ@chw-inc.com>]
Sent: Wednesday, April 20, 2016 10:41 AM
To: Justin Tabor <jtabor@cityofalachua.org>
Cc: Monique Heathcock <MoniqueH@chw-inc.com>; Marian Rush <marian@robertarushpa.com>; Kathy Winburn <kwinburn@cityofalachua.com>
Subject: RE: Heritage Oaks Phase II
Importance: High

Justin,

Please see below and let me know if this will work. We're still working on the letters of credit. Britton has not received the revised subdividers agreement yet from Marian. From what I understood from speaking with Britton, this is needed before he can complete the letters of credit.

"NOW, THEREFORE, Association hereby declares that such Declaration be amended to submit "HERITAGE OAKS PHASE II" according to the plat thereof recorded in Plat Book __, Page(s) ____ of the Public Records of Alachua County, Florida as additional property the subject of such Declaration with all provisions applicable to "HERITAGE OAKS PHASE I" as set forth in said Declaration to be applicable to the property submitted by this Amendment, **to become effective before any homes in phase 2 are sold**"

Thank you,

JESSICA JUNKIN | Project Assistant
t: (352) 519-5909 | **e:** jessicaj@chw-inc.com
w: www.chw-inc.com



JACKSONVILLEGAINESVILLEOCALA
t: (904) 619-6521 | 8563 Argyle Business Loop, Ste., 3, Jacksonville, FL 32244

t: (352) 331-1976 | 132 NW 76th Dr., Gainesville, FL 32607

t: (352) 414-4621 | 101 NE 1st Ave., Ocala, FL 34470

From: Justin Tabor [<mailto:jtabor@cityofalachua.org>]

Sent: Wednesday, April 20, 2016 9:12 AM

To: Jessica Junkin

Cc: Monique Heathcock; Marian Rush; Kathy Winburn

Subject: Re: Heritage Oaks Phase II

Jessica,

Section 7.7.2(A) states:

7.7.2Declaration contents. The declaration of covenants shall include, but not be limited to the following:

(A)*Establishment of homeowners' association.* A requirement that the property or homeowners' association is established before the homes are sold.

Since the requirement of the LDRs is that the HOA be established before homes are sold, the text should be amended to annex Phase II into the HOA before any homes are sold. This is consistent with the preceding LDR citation.

Sincerely,

Justin Tabor, AICP

Principal Planner

City of Alachua

15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616

386.418.6100 x 107 | fax: 386.418.6130

jtabor@cityofalachua.com

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From: "Jessica Junkin" <JessicaJ@chw-inc.com>

To: "Justin Tabor" <jtabor@cityofalachua.org>

Cc: "MoniqueH" <MoniqueH@chw-inc.com>

Sent: Wednesday, April 20, 2016 8:17:58 AM

Subject: Heritage Oaks Phase II

Justin,

Good morning! Can you please look over the draft language below for the HOA documents and let me know if it is acceptable? The HOPOA will need to vote on the change but would like to know if this is acceptable prior to voting. Please let me know at your earliest convenience so I can relay the information onto our client.

"NOW, THEREFORE, Association hereby declares that such Declaration be amended to submit "HERITAGE OAKS PHASE II" according to the plat thereof recorded in Plat Book ___, Page(s) _____ of the Public Records of Alachua County, Florida as additional property the subject of such Declaration with all provisions applicable to "HERITAGE OAKS PHASE I" as set forth in said Declaration to be applicable to the

property submitted by this Amendment, **to become effective when the infrastructure for Phase II is accepted by the City and/or homes are sold**"

Thank you,

JESSICA JUNKIN | Project Assistant
t: (352) 519-5909 | e: jessicaj@chw-inc.com
w: www.chw-inc.com



JACKSONVILLE GAINESVILLE OCALA

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From:

jtabor@cityofalachua.org

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RE: Heritage Oaks Phase II

From : Jessica Junkin <JessicaJ@chw-inc.com>

Thu, Apr 21, 2016 03:05 PM

Subject : RE: Heritage Oaks Phase II 1 attachment**To :** Justin Tabor <jtabor@cityofalachua.org>, bjones
<bjones@durationbuilders.com>**Cc :** Kathy Winburn <kwinburn@cityofalachua.com>, Marian Rush
<marian@robertarushpa.com>, Boukari, Adam
<aboukari@cityofalachua.com>, Traci Gresham
<tgresham@cityofalachua.org>, Monique Heathcock
<MoniqueH@chw-inc.com>

Justin,

I'm sorry for not getting to you sooner. We spoke with Mr. Jones and the bank was unable to meet the requested deadline. We will work on getting the irrevocable letters of credit submitted prior to May 5th so we can be placed on the May 23rd City Commission schedule. Please let me know if anything further is required.

Thank you,

JESSICA JUNKIN | Project Assistant
t: (352) 519-5909 | e: jessicaj@chw-inc.com
w: www.chw-inc.com

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t: (904) 619-6521 | 8563 Argyle Business Loop, Ste., 3, Jacksonville, FL 32244

t: (352) 331-1976 | 132 NW 76th Dr., Gainesville, FL 32607t: (352) 414-4621 | 101 NE 1st Ave., Ocala, FL 34470

From: Justin Tabor [mailto:jtabor@cityofalachua.org]**Sent:** Thursday, April 21, 2016 1:26 PM**To:** Jessica Junkin; bjones**Cc:** Kathy Winburn; Marian Rush; Boukari, Adam; Traci Gresham; Monique Heathcock**Subject:** Re: Heritage Oaks Phase II

Jessica,

A deadline of 12 PM today was provided to submit the commitment for the irrevocable letters of credit if the item were to be scheduled for the May 9 City Commission Meeting. At the present time (1:25 PM,) I have not received the requested documentation.

Accordingly, we will be unable to schedule the item for a hearing before the City Commission Meeting on May 9. The next City Commission Meeting the item could be scheduled for is May 23. The requested commitment must be provided to the City, with sufficient time for City staff to review the documentation and find it to be acceptable, before advertising for the May 23 Meeting must be placed (which would occur

on May 5.)

Sincerely,

Justin Tabor, AICP

Principal Planner

City of Alachua

15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616

386.418.6100 x 107 | fax: 386.418.6130

jtabor@cityofalachua.com

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From: "Justin Tabor" <jtabor@cityofalachua.com>

To: "Jessica Junkin" <JessicaJ@chw-inc.com>, "bjones" <bjones@durationbuilders.com>

Cc: "Kathy Winburn" <kwinburn@cityofalachua.com>, "Marian Rush" <marian@robertarushpa.com>

Sent: Thursday, April 21, 2016 9:09:09 AM

Subject: Re: Heritage Oaks Phase II

Jessica/Britton,

Please note that I will be in a training from 9:30 AM - 11:30 AM, and will be away from the office from approximately 1:15 PM - 3:45 PM. If the commitment from the lender is delivered this morning, I will forward it to the City Attorney for her review/comment.

Sincerely,

Justin Tabor, AICP

Principal Planner

City of Alachua

15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616

386.418.6100 x 107 | fax: 386.418.6130

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From: "Jessica Junkin" <JessicaJ@chw-inc.com>

To: "Justin Tabor" <jtabor@cityofalachua.org>

Sent: Thursday, April 21, 2016 8:51:19 AM

Subject: RE: Heritage Oaks Phase II

Justin,

Good morning! All of the application materials in PDF format have been uploaded to our FTP site. You can access the files at the link below. Please let me know if you have any trouble accessing or downloading the

files.

We received the draft HOA documents from the HOPOA. They are also available on the FTP site. Please let me know if you would like hard copies delivered to your office.

We believe Britton will be forwarding the letter of commitment from his bank later this morning. I will follow up with him now and let you know as soon as I hear back.

FTP Link: <https://file.ac/t1iDbADB-sU/>

Please let me know if you need anything further.

Thank you,

JESSICA JUNKIN | Project Assistant
t: (352) 519-5909 | e: jessicaj@chw-inc.com
w: www.chw-inc.com



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Medium (75): **Pass**
Low (90): **Pass**

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jtabor@cityofalachua.org

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Amr

April 20, 2016

Justin Tabor, AICP
City of Alachua
15100 NW 142nd Terrace
Alachua, Florida 32616

RE: Heritage Oaks Phase II
Alachua, Florida

Dear Justin:

Please find four (4) copies of the following items enclosed along with this letter:

- Title Certification;
- Final Plat;
- CD containing PDFs.

We submit these items along with this letter as means to address your comments from the Review of Revised Application Materials – Dated April 11, 2016.

DRT Comment #1

Section 7.3.9(C) of the City's LDRs requires the fire protection/water distribution system to be designed to comply with ISO standards for the development. The applicant addressed ISO standards during the review of the Preliminary Plat by providing a note on the Preliminary Plat stating there must be a minimum of 21 feet between homes. This note has not provided on the Final Plat. The applicant must address compliance with Section 7.3.9(C.) If the applicant proposes to address compliance with ISO standards by requiring a minimum separation between homes, provide a note as such on the plat. In addition, as review of compliance with ISO standards must occur with each building permit application, the plat must note that documentation evidencing compliance with ISO standards shall be provided with each application for a building permit.

Remaining Insufficiency: The applicant has added the following note (Note #20) to the Final Plat: "Per ISO fire flow requirements, there must be a minimum of 21 feet between homes. Documentation evidencing compliance with ISO standards shall be provided with each application for a building permit." As discussed at the March 28 DRT Meeting, it is acceptable to provide a note stating that documentation evidencing compliance with ISO standards shall be provided with each application for a building permit. The applicant may therefore wish to delete the specific minimum separation requirement of 21 feet from the plat, as compliance with separation requirements shall be evaluated at the time of an application for a building permit.

- **Surveyor's note has been revised to remove the line "Per ISO fire flow requirements, there must be a minimum of 21 feet between homes."**

DRT Comment #3.a.

Section 7.7.3 requires that with the submittal of the recorded plat, the applicant shall submit evidence that the property or homeowner's association has been legally established. Provide draft covenants and restrictions for Phase II. Covenants and restrictions must:

- a. Demonstrate compliance with the provisions of 7.7.2(A) – (C);

Remaining Insufficiency: The draft amendment to the Covenants, Conditions, and Restrictions (CCRs) submitted on April 11, 2016, calls for Phase II to be annexed into the association effective when the City accepts Phase II infrastructure. Section 7.7.2(A), however, the association to be established (and Phase II a part of the association) before homes are sold. Please revise the draft amendment to the CCRs to be consistent with Section 7.7.2(A.)

- **We are in the process of revising the draft CCRs. They will be submitted under separate cover as soon as possible.**

DRT Comment #7.b.

To eliminate the potential for confusion between lots in Phase I of Heritage Oaks and the lots within Phase II, begin numbering lots at 55.

- b. Preliminary Plat and Construction Plans must be updated to reflect corrected lot numbers within Phase II.
 - i. Provide 1 hard copy and an electronic copy of the Preliminary Plat with corrected lot numbers;

Remaining Insufficiency: Provide an electronic copy of the Preliminary Plat.

- **An electronic copy of the Preliminary Plat has been included in this submittal.**

DRT Comment #9

Completeness Review Comments

- a. The applicant must address all remaining completeness review deficiencies as provided in a letter dated March 8, 2016, which are as follows:

Final Plat Attachment #2

- x. Title certification as required by Chapter 177, Florida Statutes.

Remaining Insufficiency: Chapter 177.091(11), Florida Statutes, requires each plat to show a description of the lands subdivided, and that the description be the same in the title certification. The applicant revised the legal description on the plat to address comments received by the outside-reviewing PSM, however, a revised title certification has not been received. Provide a revised title certification, with a legal description that is the same as the description on the plat.

- **The revised title certification has been included in this submittal.**

Additional Comments Concerning Materials Submitted on April 11, 2016

- The following revisions are necessary to the draft surety instruments:
 - ❖ Lender must be determined.
 - ❖ Must identify date of expiration, which must be for a time period greater than the time to construct infrastructure.
 - ❖ Must identify Duration Builders, Inc.'s entity type ("a Florida Corporation.")
 - ❖ The title of the subdivider's agreement ("Subdivider's Agreement for Heritage Oaks Phase II") must be inserted on line 3, #2.
 - **Will be submitted under separate cover.**
- Revise the year in the title block on the first page of the plat from 2015 to 2016.
 - **Title block has been revised.**

Comments Received from Robert W. Graver, eda

- 1. The acknowledgments and Filing dates on Sheet 1 of 2 are dated "2015" and should read "2016."
 - **Acknowledged. Plat has been revised.**

2. The chord bearing in the 9th call along the North line of Heritage Oaks Phase I in the legal description on Sheet 1, which reads "South 45°47'49" East", differs from the chord bearing of C4 in the Curve Data Table on Sheet 2 which reads "S 45°47'39"E".
 - **Acknowledged. Legal description has been revised.**
3. There is an erroneous label shown for the SE corner of O.R. Book 790, Page 371 on the north line of the plat above (North of) Lot 92.
 - **Label has been edited to south line of O.R. Book 790, page 371.**

Should you have any questions or require any additional information, please do not hesitate to contact me at (352) 331-1976 or via email at moniqueh@chw-inc.com.

Sincerely,

CHW



Monique Heathcock, PE, LEED, AP
Director of Engineering and Planning

G:\JOBS\2013\13-0459\City-County\Subdivision Application\Final Plat\160419 Comments\LTR 160419 Heritage Oaks Phase II - Comment REsponse Letter.docx

Heritage Oaks Ph II Resubmittal - Outside Review Comments

From : Justin Tabor <jtabor@cityofalachua.com>

Mon, Apr 18, 2016 08:36 AM

Subject : Heritage Oaks Ph II Resubmittal - Outside Review Comments

 2 attachments

To : MoniqueH <moniqueh@chw-inc.com>

Cc : Jessica Junkin <jessicaj@chw-inc.com>

Monique,

Please see the attached letter and redlined document from EDA concerning the 4/11/16 resubmittal of the Final Plat of Heritage Oaks Phase II.

Sincerely,

Justin Tabor, AICP

Principal Planner

City of Alachua

15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616

386.418.6100 x 107 | fax: 386.418.6130

jtabor@cityofalachua.com

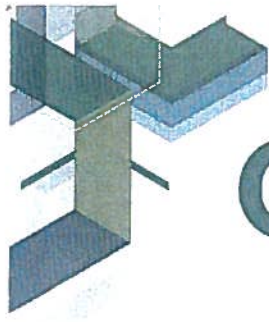
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348 KB

 **Heritage_Oaks_Ph_II_Final_Plat_EDA_Markups_2016_04_14.pdf**
8 MB



engineers • surveyors • planners, inc.

April 14, 2016

The City of Alachua Planning & Community Development Department
Attention: Justin Tabor
P.O. Box 9
Alachua, Florida 32616-0009

RE: Review of Heritage Oaks Phase II Final Plat

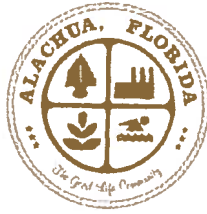
I have reviewed the Final Plat of "Heritage Oaks Phase II", dated: April 11, 2016, for conformity to Florida Statutes Chapter 177, Part 1, Platting and find it to be in conformance with all Sections and Subsections, however I find the following errors:

- 1) The acknowledgements and Filing dates on Sheet 1 of 2 are dated "2015" and should read "2016".
- 2) The chord bearing in the 9th call along the North line of Heritage Oaks Phase I in the legal description on Sheet 1, which reads "South 45°47'49" East", differs from the chord bearing of C4 in the Curve Data Table on Sheet 2 which reads "S 45°47'39" E".
- 3) There is an erroneous label shown for the SE corner of O.R. Book 790, Page 371 on the north line of the plat above (North of) Lot 92.

Sincerely,

Robert W. Graver
eda – engineers – surveyors – planners, inc.
2404 N.W. 43rd Street
Gainesville, FL 32606

A handwritten signature in blue ink, appearing to read "Robert W. Graver", is written over a faint circular embossed seal. The signature is fluid and cursive.



City of Alachua

TRACI L. GRESHAM
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

April 14, 2016

Monique Heathcock, PE, LEED AP
Causseaux, Hewett, & Walpole, Inc.
132 NW 76th Drive
Gainesville, FL 32607

Also sent by electronic mail to moniqueh@chw-inc.com

RE: Review of Revised Application Materials – Dated April 11, 2016
Heritage Oaks Phase II Final Plat

Dear Ms. Heathcock:

On April 11, 2016, the City of Alachua Planning & Community Development Department received your revised application and plans for the project referenced above. The Planning & Community Development Department has reviewed the revised application and plans, and finds that the following insufficiencies must be resolved before the item may be scheduled for a public hearing before the City Commission.

Please address all insufficiencies outlined below in writing and provide an indication as to how they have been addressed by **4:00 PM on Wednesday, April 20, 2016**. 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.

DRT Comment #1

Section 7.3.9(C) of the City's LDRs requires the fire protection/water distribution system to be designed to comply with ISO standards for the development. The applicant addressed ISO standards during the review of the Preliminary Plat by providing a note on the Preliminary Plat stating there must be a minimum of 21 feet between homes. This note has not provided on the Final Plat. The applicant must address compliance with Section 7.3.9(C.) If the applicant proposes to address compliance with ISO standards by requiring a minimum separation between homes, provide a note as such on the plat. In addition, as review of compliance with ISO standards must occur with each building permit application, the plat must note that documentation evidencing compliance with ISO standards shall be provided with each application for a building permit.

Remaining Insufficiency: The applicant has added the following note (Note #20) to the Final Plat: *"Per ISO fire flow requirements, there must be a minimum of 21 feet between homes. Documentation evidencing compliance with ISO standards shall be provided with each application for a building permit."* As discussed at the March 28 DRT Meeting, it is acceptable to provide a note stating that documentation evidencing compliance with ISO standards shall be provided with each application for a building permit. The applicant may therefore wish to delete the specific minimum separation requirement of 21 feet from the plat, as compliance with separation requirements shall be evaluated at the time of an application for a building permit.

DRT Comment #3.a.

Section 7.7.3 requires that with the submittal of the recorded plat, the applicant shall submit evidence that the property or homeowner's association has been legally established. Provide draft covenants and restrictions for Phase II. Covenants and restrictions must:

- a. Demonstrate compliance with the provisions of 7.7.2(A) – (C);

Remaining Insufficiency: The draft amendment to the Covenants, Conditions, and Restrictions (CCRs) submitted on April 11, 2016, calls for Phase II to be annexed into the association effective when the City accepts Phase II infrastructure. Section 7.7.2(A), however, the association to be established (and Phase II a part of the association) before homes are sold. Please revise the draft amendment to the CCRs to be consistent with Section 7.7.2(A.)

DRT Comment #7.b.

To eliminate the potential for confusion between lots in Phase I of Heritage Oaks and the lots within Phase II, begin numbering lots at 55.

- b. Preliminary Plat and Construction Plans must be updated to reflect corrected lot numbers within Phase II.
 - i. Provide 1 hard copy and an electronic copy of the Preliminary Plat with corrected lot numbers;

Remaining Insufficiency: Provide an electronic copy of the Preliminary Plat.

DRT Comment #9*Completeness Review Comments*

- a. The applicant must address all remaining completeness review deficiencies as provided in a letter dated March 8, 2016, which are as follows:
 - Final Plat Attachment #2*
 - x. Title certification as required by Chapter 177, Florida Statutes.

Remaining Insufficiency: Chapter 177.091(11), Florida Statutes, requires each plat to show a description of the lands subdivided, and that the description be the same in the title certification. The applicant revised the legal description on the plat to address comments received by the outside-reviewing PSM, however, a revised title certification has not been received. Provide a revised title certification, with a legal description that is the same as the description on the plat.

Additional Comments Concerning Materials Submitted on April 11, 2016

- The following revisions are necessary to the draft surety instruments:
 - ❖ Lender must be determined.
 - ❖ Must identify date of expiration, which must be for a time period greater than the time to construct infrastructure.
 - ❖ Must identify Duration Builders, Inc.'s entity type ("a Florida Corporation.")
 - ❖ The title of the subdivider's agreement ("Subdivider's Agreement for Heritage Oaks Phase II") must be inserted on line 3, #2.
- Revise the year in the title block on the first page of the plat from 2015 to 2016.

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

Sincerely,



Justin Tabor, AICP
Principal Planner

c: Adam Boukari, Assistant City Manager (by electronic mail)
Marian B. Rush, Esq., City Attorney (by electronic mail)
Kathy Winburn, AICP, Planning & Community Development Director
Adam Hall, AICP, Planner
Project File



City of Alachua

TRACI L. GRESHAM
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

April 13, 2016

Sergio Reyes, P.E.
eda engineers-surveyors-planners, inc.
2404 NW 43rd Street
Gainesville, FL 32606

RE: Verification of Review Comments: Heritage Oaks Phase II Final Plat

The City has received a revised submittal of the Final Plat of Heritage Oaks Phase II. The revised submittal is intended to address comments issued to the applicant, including those provided in a letter from Jared Rogers of EDA dated March 21, 2016.

The City requests that your firm review the revised submittal and confirm that the comments provided in the aforementioned letter have been sufficiently addressed.

Please respond by **12:00 PM on Wednesday, April 20, 2016.**

If you have any questions regarding this application, please contact me at 386-418-6100 x 107.

Sincerely,

Justin Tabor, AICP
Principal Planner

c: Kathy Winburn, AICP, Planning & Community Development Director
Project File

RE: DRT Summary Letter - Heritage Oaks Phase II Final Plat

From : Monique Heathcock <MoniqueH@chw-inc.com>
Subject : RE: DRT Summary Letter - Heritage Oaks Phase II Final Plat
To : Justin Tabor <jtabor@cityofalachua.org>
Cc : Jessica Junkin <JessicaJ@chw-inc.com>, Adam Boukari <aboukari@cityofalachua.org>, Marian Rush <marian@robertarushpa.com>, kwinburn <kwinburn@cityofalachua.com>

Tue, Mar 29, 2016 08:56 AM

Thanks Justin.

MONIQUE HEATHCOCK, PE, LEED AP | Director of Engineering and Planning
t: (352) 519-5914 | c: (352) 538-1756

From: Justin Tabor [mailto:jtabor@cityofalachua.org]
Sent: Tuesday, March 29, 2016 8:23 AM
To: Monique Heathcock
Cc: Jessica Junkin; Adam Boukari; Marian Rush; kwinburn
Subject: Re: DRT Summary Letter - Heritage Oaks Phase II Final Plat

Monique,

Please see the attached document, provided by EDA concerning the unit costs used for infrastructure. The FDOT index number is identified where applicable. EDA adjusted down a number of the unit costs from the FDOT index prices where they agree the price is higher than would be realized in the local area.

The source of the FDOT index pricing used

is: <http://www.dot.state.fl.us/programmanagement/Estimates/BasisofEstimates/BOEManual/Files/MPIL.pdf>

Sincerely,

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9
Alachua, Florida 32616
386.418.6100 x 107 | fax: 386.418.6130
jtabor@cityofalachua.com

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

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

From: "MoniqueH" <MoniqueH@chw-inc.com>
To: "Justin Tabor" <jtabor@cityofalachua.org>
Cc: "Jessica Junkin" <JessicaJ@chw-inc.com>, "Adam Boukari" <aboukari@cityofalachua.org>, "Marian

Rush" <marian@robertarushpa.com>, "kwinburn" <kwinburn@cityofalachua.com>

Sent: Tuesday, March 29, 2016 7:36:24 AM

Subject: RE: DRT Summary Letter - Heritage Oaks Phase II Final Plat

Thank you, Justin.

MONIQUE HEATHCOCK, PE, LEED AP | Director of Engineering and Planning

t: (352) 519-5914 | c: (352) 538-1756

From: Justin Tabor [<mailto:jtabor@cityofalachua.org>]

Sent: Monday, March 28, 2016 3:34 PM

To: Monique Heathcock

Cc: Jessica Junkin; Adam Boukari; Marian Rush; Kathy Winburn

Subject: DRT Summary Letter - Heritage Oaks Phase II Final Plat

Monique,

Please find attached a letter summarizing today's DRT Meeting concerning the Final Plat of Heritage Oaks Phase II.

Sincerely,

Justin Tabor, AICP

Principal Planner

City of Alachua

15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616

386.418.6100 x 107 | fax: 386.418.6130

jtabor@cityofalachua.com

City Hall Hours of Operation

Monday - Thursday, 7:30 AM - 6:00 PM

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

Total Control Panel

[Login](#)

To: **MailScanner has detected a possible fraud attempt from "asp.reflexion.net" claiming to be MailScanner has detected a possible fraud attempt from "asp.reflexion.net" claiming to be MailScanner has detected a possible fraud attempt from "asp.reflexion.net" claiming to be moniqueh@chw-inc.com**

From: jtabor@cityofalachua.org

Message Score: 28

My Spam Blocking Level: Custom

[Block](#) this sender

[Block](#) cityofalachua.org

High (60): **Pass**

Medium (75): **Pass**

Low (90): **Pass**

Custom (79): **Pass**

This message was delivered because the content filter score did not exceed your filter level.

Total Control Panel[Login](#)

To: **MailScanner has detected a possible fraud attempt from "asp.reflexion.net" claiming to be moniqueh@chw-inc.com**

Message Score: 2
My Spam Blocking Level: Custom

[Block](#) this sender
[Block](#) cityofalachua.org

High (60): **Pass**
Medium (75): **Pass**
Low (90): **Pass**
Custom (79): **Pass**

From:
jtabor@cityofalachua.org

This message was delivered because the content filter score did not exceed your filter level.



City of Alachua

TRACI L. GRESHAM
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

March 28, 2016

Monique Heathcock, PE, LEED AP
Causseaux, Hewett, & Walpole, Inc.
132 NW 76th Drive
Gainesville, FL 32607

RE: Development Review Team (DRT) Summary for Heritage Oaks Phase II – Final Plat

Dear Ms. Heathcock:

The application referenced above was reviewed at our March 28, 2016, Development Review Team (DRT) Meeting. Please address all insufficiencies outlined below in writing and provide an indication as to how they have been addressed by **4:00 PM on Monday, April 11, 2016**. 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.

As discussed at the DRT Meeting, please address the following insufficiencies:

1. Section 7.3.9(C) of the City's LDRs requires the fire protection/water distribution system to be designed to comply with ISO standards for the development. The applicant addressed ISO standards during the review of the Preliminary Plat by providing a note on the Preliminary Plat stating there must be a minimum of 21 feet between homes. This note has not provided on the Final Plat. The applicant must address compliance with Section 7.3.9(C.) If the applicant proposes to address compliance with ISO standards by requiring a minimum separation between homes, provide a note as such on the plat. In addition, as review of compliance with ISO standards must occur with each building permit application, the plat must note that documentation evidencing compliance with ISO standards shall be provided with each application for a building permit.
2. Provide draft surety instrument in accordance with Section and 7.4 of the City's LDRs.
 - a. As required by Section 2.L. of the "Memorandum of Understanding Regarding Corrective Measures – Heritage Oaks," the surety instrument shall also include the cost to construct the Phase II Stormwater Management Facility. Confirm cost to construct Phase II SMF is included in the Preliminary Probable Construction Cost provided by email on March 21, 2016.
 - b. Probable Construction Cost must be signed/sealed by the engineer of record.

- c. The date of the surety instrument shall be the same as the date for which the Final Plat is scheduled to be considered by the City Commission.
3. Section 7.7.3 requires that with the submittal of the recorded plat, the applicant shall submit evidence that the property or homeowner's association has been legally established. Provide draft covenants and restrictions for Phase II. Covenants and restrictions must:
 - a. Demonstrate compliance with the provisions of 7.7.2(A) – (C); and,
 - b. Provide for long-term implementation of an exotic plants management plan, in accordance with Section 3, #6, Ordinance 15-05.
4. Sheet 1, Surveyor's Note, #10, #19: These two notes each address in part the Section 3, #4, of the PD Ordinance (Ordinance 15-05.) Combine notes into one note and ensure language is consistent with the referenced provisions of the PD Ordinance.
5. Sheet 1, Surveyor's Note, #16: Reference made to "lots in Development Area A-3," which is a reference to a Development Area defined in the PD Ordinance. The area being referenced is also defined by the lot numbers for the lots to which the note is applicable. Development Area A-3 is not defined on the final plat. Delete references to Development Area A-3.
6. Sheet 1, Owner's Certification and Dedication: Clarify that the maintenance responsibility of the stormwater infrastructure shall be the responsibility of any subsequent owners, purchasers, successors, or assigns of Heritage Oaks Property Owners' Association.
7. To eliminate the potential for confusion between lots in Phase I of Heritage Oaks and the lots within Phase II, begin numbering lots at 55.
 - a. Verify references to lot numbers within notes are revised accordingly.
 - b. Preliminary Plat and Construction Plans must be updated to reflect corrected lot numbers within Phase II.
 - i. Provide 1 hard copy and an electronic copy of the Preliminary Plat with corrected lot numbers; and,
 - ii. Provide 6 hard copies and an electronic copy of the Construction Plans with corrected lot numbers (hard copies shall serve as approved drawings issued by Planning Department.)
8. Sheets 1 and 2, Surveyor's Notes:
 - a. Sheet 1 provides additional notes which are not provided on Sheet 2. Ensure notes are consistent between sheets.
 - b. The final note on Sheet 2 is incorrectly numbered.
9. Completeness Review Comments
 - a. The applicant must address all remaining completeness review deficiencies as provided in a letter dated March 8, 2016, which are as follows:

Final Plat Attachment #2

- x. Title certification as required by Chapter 177, Florida Statutes.

Issue: Section 177.041, Florida Statutes, states, "Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by a title opinion of an attorney at law licensed in Florida or a certification by an abstractor or a title company showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title

opinion or certification shall also show all mortgages not satisfied or released of record nor otherwise terminated by law.

Action Needed to Address Deficiency: The title certification previously provided is dated September 25, 2015. Provided updated (current) title certification.

10. Outside Engineering Review Comments

- a. The applicant must address the comments provided by Jared Rogers, of eda engineers – surveyors - planners, inc., provided in a letter dated March 21, 2016.
- b. The applicant must address the comments provided by eda engineers – surveyors - planners, inc., concerning the Probable Construction Cost of infrastructure.

If you have any questions regarding the information above, please contact me at 386-418-6100 x 107 or via e-mail at jtabor@cityofalachua.com. We look forward to receiving your revised application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Justin Tabor', with a stylized flourish at the end.

Justin Tabor, AICP
Principal Planner

Attachments: Letter from Jared Rodgers, of EDA, dated March 21, 2016
Relined Probable Construction Cost from EDA

cc: Marian B. Rush, Esq., City Attorney (by electronic mail)
Kathy Winburn, AICP, Planning & Community Development Director
Project File



engineers • surveyors • planners, inc.

March 21, 2016

The City of Alachua Planning & Community Development Department
Attention: Justin Tabor
P.O. Box 9
Alachua, Florida 32616-0009

RE: Review of Heritage Oaks Phase II Final Plat

I have reviewed the Final Plat of "Heritage Oaks Phase II" for conformity to Florida Statutes Chapter 177, Part 1, Platting and find it to be in conformance with all Sections and Subsections except those listed and following hereon:

Subsection 177.091

(11) The description must be so complete that from it, without reference to the plat, the boundary can be determined. Both measured and recorded bearings and distances are shown along the boundary lines on the plat. In some instances they differ from each other. It is my opinion that the dimensions along the boundary cannot be determined from the description without reference to the plat if the measured courses are to be held to. The boundary cannot be determined without reference to the plat of Heritage Oaks Phase I. It is my opinion that a metes and bounds description is required. It is my opinion that the plat of Heritage Oaks Phase I should not be less and excepted from the description and that a metes and bounds description should be written around the perimeter using the measured bearings and distances (if they are to be held to).

(14) All information called for in the description shall be indicated.

All calls contained in the description which identify lines and corners of parcels described in deeds are not shown on the plat

For example: the call for the west line of Official Records Book 503, page 107 on the west boundary of the plat and the call for the east line of Official Records Book 27, page 296 on the east boundary are not shown.

(29) The abbreviations MIN. FFE and FFES are not included in the legend.

Reviewed by:
Robert W. Graver

Respectfully submitted for your use by eda – engineers – surveyors – planners, inc. Please let me know if you have any questions.

Thanks,

Jared Rogers
Director of Surveying

CHW

PRELIMINARY PROBABLE CONSTRUCTION COST

Project Name: Heritage Oaks Phase II

CHW Project No: 13-0459

Date: 3/21/2016

Item No.	Item	Qty	Unit	Unit Cost	Cost
DEMOLITION					
1	Water Line to be Removed	738	LF	\$ 3.00	\$ 2,214.00
2	Clearing & Grubbing	4.33	AC	\$ 6,000.00	\$ 25,980.00
Demolition Subtotal					\$ 28,194.00
EROSION, SEDIMENTATION, STABILIZATION					
3	Silt Fence	3,532	LF	\$ 1.10	\$ 8,830.00
4	Tree Barricade	1,756	LF	\$ 4.00	\$ 7,024.00
5	6' Fence per Section 6.3	1,010	LF	\$ 30	\$ 15,150.00
6	Disturbed Areas to be Seeded or Sodded	10,478	SY	\$ 2.00	\$ 20,956.00
Erosion, Sedimentation, Stabilization Subtotal					\$ 51,960.00
EARTHWORK					
7	Embankment (Cut)	21,793	CY	\$ 5	\$ 87,172.00
8	Regular Excavation (Fill)	13,371	CY	\$ 6	\$ 26,742.00
Earthwork Subtotal					\$ 113,914.00
ROADWAY					
9	Concrete Curb & Gutter, Type F	4,198	LF	\$ 18	\$ 71,366.00
10	Concrete Sidewalk and Driveways, 4"	2,407	SY	\$ 31	\$ 60,175.00
11	Asphaltic Concrete, FC-9.5	5,400	SY	\$ 5.50	\$ 54,000.00
12	6" Limerock Base (Optional Base Group 4)	5,400	SY	\$ 13.15	\$ 59,400.00
13	12" Type B Stabilization	7,000	SY	\$ 3.55	\$ 35,000.00
Roadway Subtotal					\$ 279,941.00
SANITARY SEWER					
14	Sanitary Sewer Main 8" PVC	892	LF	\$ 35	\$ 16,056.00
15	Sanitary Sewer Laterals 4" PVC w/CO	1,569	LF	\$ 30	\$ 25,104.00
16	Sanitary 48" Diameter Manhole, 6'-8"	3	EA	\$ 3,000.00	\$ 9,000.00
Sanitary Sewer Subtotal					\$ 50,160.00
WATER SERVICE					

CHW

PRELIMINARY PROBABLE CONSTRUCTION COST

Project Name: Heritage Oaks Phase II

CHW Project No: 13-0459

Date: 3/21/2016

Item No.	Item	Qty	Unit	Unit Cost	Cost
17	8" PVC Schedule 80 Water Main	2,425	LF	\$30	\$ 60,625.00
18	2" PVC Schedule 40 Water Service, Connection, Meter	785	LF	\$ 20.00	\$ 15,700.00
19	3" PVC Schedule 40 Water Service Sleeve	238	LF	\$25	\$ 5,236.00
20	Fire Hydrant	4	EA	\$ 4,500.00	\$ 18,000.00
21	Blow-Off Assembly	3	EA	\$ 2,500.00	\$ 7,500.00
22	Water Main 8" Gate Valve	16	EA	\$ 2,000.00	\$ 32,000.00
Water Service Subtotal					\$ 139,061.00
ELECTRIC					
23	Primary Electric Conduit (4")	2,597	LF	\$ 9.00	\$ 23,373.00
24	Secondary Electric Conduit (2")	3,400	LF	\$ 7.00	\$ 23,800.00
25	Electric Connection Fee	38	EA	\$ 200.00	\$ 7,600.00
Electric Subtotal					\$ 54,773.00
DRAINAGE					
26	15" RCP	1,283	LF	\$20	\$ 23,094.00
27	18" RCP	269	LF	\$24	\$ 5,380.00
28	24" RCP	149	LF	\$38	\$ 3,874.00
29	Inlet, Curb, Type P-5	14	EA	\$4,000	\$ 45,500.00
30	Inlet, Curb, Type P-6	2	EA	\$4,500.00	\$ 9,000.00
31	24" Mitered End Section	2	EA	\$1,000.00	\$ 2,000.00
32	48" Diameter Manhole	1	EA	\$3,000	\$ 3,500.00
Drainage Subtotal					\$ 92,348.00
MASTER PLAN SUBTOTAL					\$ 810,351.00
33	General Conditions, Bonds, & Mobilization				\$ 125,000.00
MASTER PLAN TOTAL					\$ 935,351.00

CHW has no control over the cost of labor, materials, or equipment; the Contractor's method of determining prices; or competitive bidding or market conditions. Therefore, our statements of probable cost provided herein are made on the basis of experience and represent our best judgment as professional consultants familiar with the construction industry. CHW cannot and does not guarantee that proposals, bids, or construction costs will not vary from our statements of probable cost. If the Owner wishes greater assurances as to the construction cost, we recommend the employment of a

DEVELOPMENT REVIEW TEAM SUMMARY

PROJECT NAME: Heritage Oaks Phase II

APPLICATION TYPE: Final Plat

APPLICANT/AGENT: Monique Heathcock, PE, LEED AP, Causseaux, Hewett, & Walpole, Inc.

PROPERTY OWNER: Duration Builders, Inc.

DRT MEETING DATE: March 28, 2016

DRT MEETING TYPE: Applicant

FLUM DESIGNATION: Moderate Density Residential

ZONING: Planned Development – Residential (PD-R)

OVERLAY: N/A

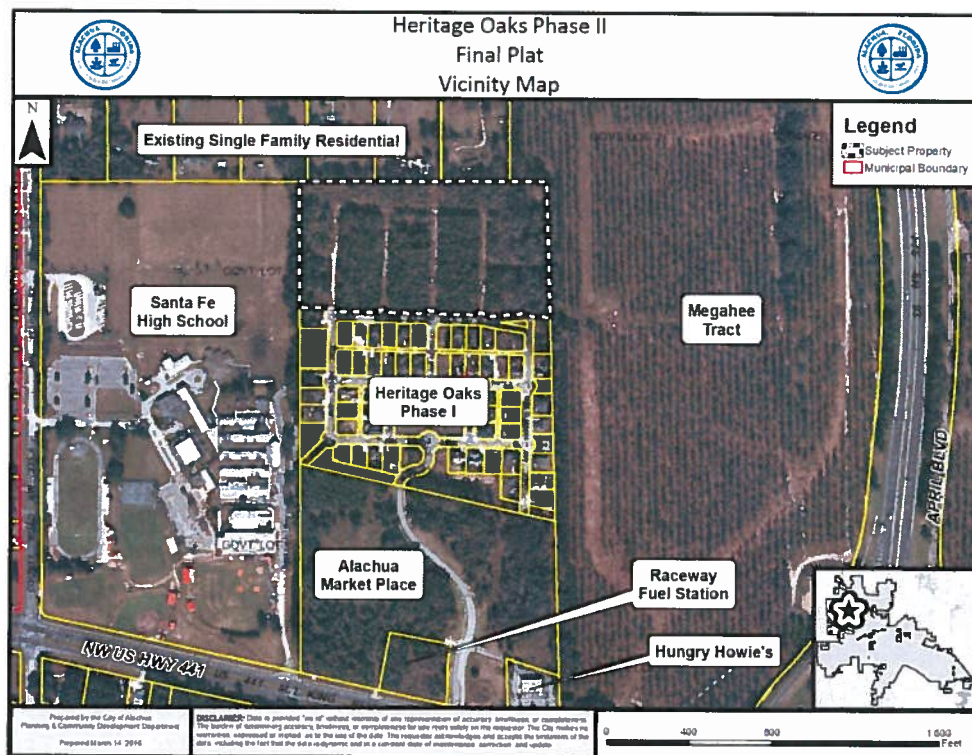
ACREAGE: ±17.25 acres

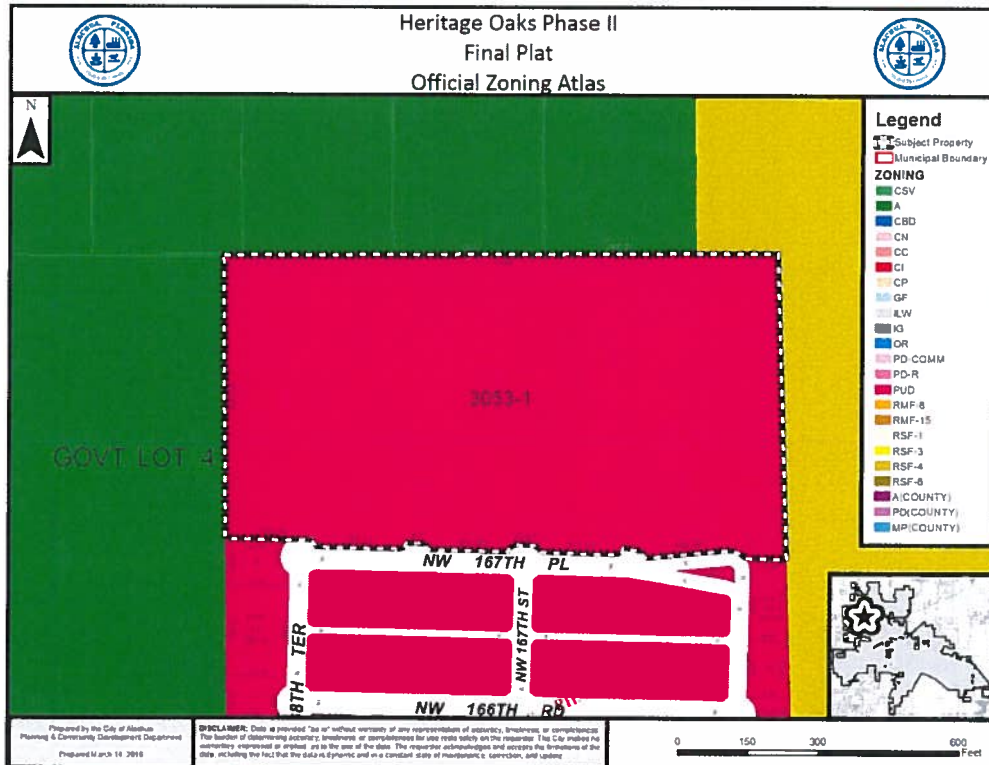
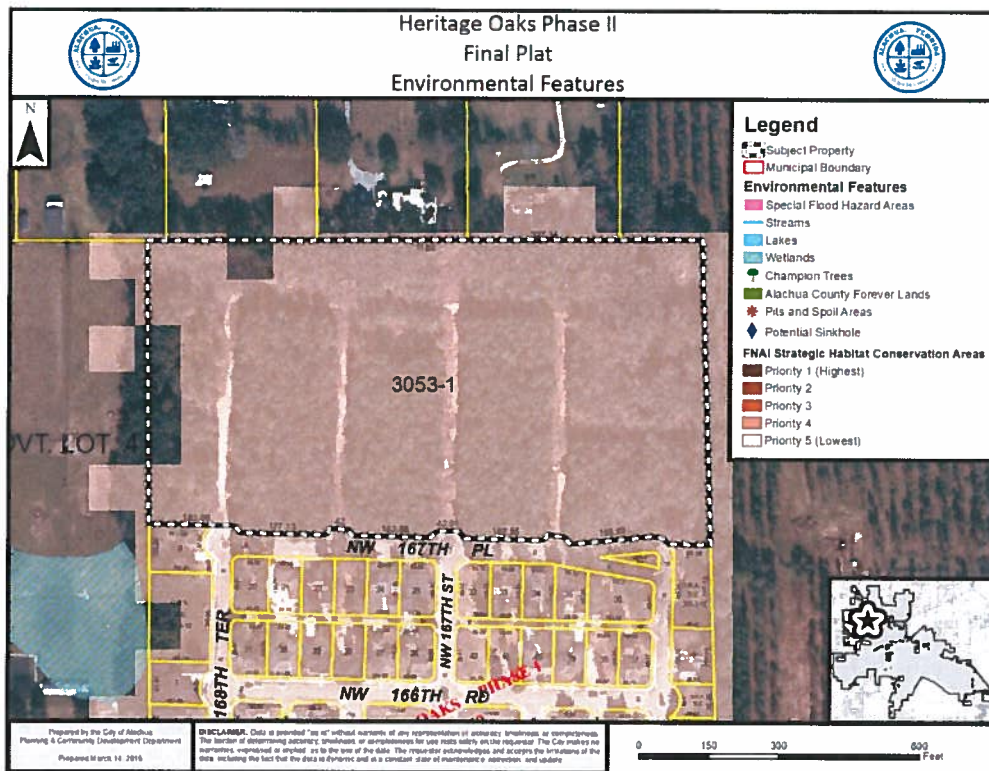
PARCEL: Tax Parcel No. 03053-001-000

PROJECT LOCATION: North of Alachua Market Place (under construction) & Heritage Oaks Phase I; East of Santa Fe High School

PROJECT SUMMARY: A request for a Final Plat for the subdivision of a ±17.25 acre tract into a total of 44 lots

RESUBMISSION DUE DATE: All data, plans, and documentation addressing the insufficiencies identified below must be received by the Planning Department on or before 4:00 PM on Monday, April 11, 2016.





Deficiencies to be Addressed

1. Section 7.3.9(C) of the City's LDRs requires the fire protection/water distribution system to be designed to comply with ISO standards for the development. The applicant addressed ISO standards during the review of the Preliminary Plat by providing a note on the Preliminary Plat stating there must be a minimum of 21 feet between homes. This note has not provided on the Final Plat. The applicant must address compliance with Section 7.3.9(C.) If the applicant proposes to address compliance with ISO standards by requiring a minimum separation between homes, provide a note as such on the plat. In addition, as review of compliance with ISO standards must occur with each building permit application, the plat must note that documentation evidencing compliance with ISO standards shall be provided with each application for a building permit.
2. Provide draft surety instrument in accordance with Section and 7.4 of the City's LDRs.
 - a. As required by Section 2.L. of the "Memorandum of Understanding Regarding Corrective Measures – Heritage Oaks," the surety instrument shall also include the cost to construct the Phase II Stormwater Management Facility. Confirm cost to construct Phase II SMF is included in the Preliminary Probable Construction Cost provided by email on March 21, 2016.
 - b. Probable Construction Cost must be signed/sealed by the engineer of record.
 - c. The date of the surety instrument shall be the same as the date for which the Final Plat is scheduled to be considered by the City Commission.
3. Section 7.7.3 requires that with the submittal of the recorded plat, the applicant shall submit evidence that the property or homeowner's association has been legally established. Provide draft covenants and restrictions for Phase II. Covenants and restrictions must:
 - a. Demonstrate compliance with the provisions of 7.7.2(A) – (C); and,
 - b. Provide for long-term implementation of an exotic plants management plan, in accordance with Section 3, #6, Ordinance 15-05.
4. Sheet 1, Surveyor's Note, #10, #19: These two notes each address in part the Section 3, #4, of the PD Ordinance (Ordinance 15-05.) Combine notes into one note and ensure language is consistent with the referenced provisions of the PD Ordinance.
5. Sheet 1, Surveyor's Note, #16: Reference made to "lots in Development Area A-3," which is a reference to a Development Area defined in the PD Ordinance. The area being referenced is also defined by the lot numbers for the lots to which the note is applicable. Development Area A-3 is not defined on the final plat. Delete references to Development Area A-3.
6. Sheet 1, Owner's Certification and Dedication: Clarify that the maintenance responsibility of the stormwater infrastructure shall be the responsibility of any subsequent owners, purchasers, successors, or assigns of Heritage Oaks Property Owners' Association.

7. To eliminate the potential for confusion between lots in Phase I of Heritage Oaks and the lots within Phase II, begin numbering lots at 55.
 - a. Verify references to lot numbers within notes are revised accordingly.
 - b. Preliminary Plat and Construction Plans must be updated to reflect corrected lot numbers within Phase II.
 - i. Provide 1 hard copy and an electronic copy of the Preliminary Plat with corrected lot numbers; and,
 - ii. Provide 6 hard copies and an electronic copy of the Construction Plans with corrected lot numbers (hard copies shall serve as approved drawings issued by Planning Department.)
8. Sheets 1 and 2, Surveyor's Notes:
 - a. Sheet 1 provides additional notes which are not provided on Sheet 2. Ensure notes are consistent between sheets.
 - b. The final note on Sheet 2 is incorrectly numbered.
9. Completeness Review Comments
 - a. The applicant must address all remaining completeness review deficiencies as provided in a letter dated March 8, 2016, which are as follows:

Final Plat Attachment #2

- x. Title certification as required by Chapter 177, Florida Statutes.

Issue: Section 177.041, Florida Statutes, states, "Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by a title opinion of an attorney at law licensed in Florida or a certification by an abstractor or a title company showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or certification shall also show all mortgages not satisfied or released of record nor otherwise terminated by law.

Action Needed to Address Deficiency: The title certification previously provided is dated September 25, 2015. Provided updated (current) title certification.

10. Outside Engineering Review Comments
 - a. The applicant must address the comments provided by Jared Rogers, of eda engineers – surveyors - planners, inc., provided in a letter dated March 21, 2016.

**ALL COMMENTS AND REQUIREMENTS LISTED ABOVE
MUST BE COMPLIED WITH AND PROVIDED TO CITY STAFF
ON OR BEFORE 4:00 PM ON THE RESUBMISSION DATE
OF APRIL 11, 2016.**



engineers • surveyors • planners, inc.

March 21, 2016

The City of Alachua Planning & Community Development Department
Attention: Justin Tabor
P.O. Box 9
Alachua, Florida 32616-0009

RE: Review of Heritage Oaks Phase II Final Plat

I have reviewed the Final Plat of "Heritage Oaks Phase II" for conformity to Florida Statutes Chapter 177, Part 1, Platting and find it to be in conformance with all Sections and Subsections except those listed and following hereon:

Subsection 177.091

(11) The description must be so complete that from it, without reference to the plat, the boundary can be determined. Both measured and recorded bearings and distances are shown along the boundary lines on the plat. In some instances they differ from each other. It is my opinion that the dimensions along the boundary cannot be determined from the description without reference to the plat if the measured courses are to be held to. The boundary cannot be determined without reference to the plat of Heritage Oaks Phase I. It is my opinion that a metes and bounds description is required. It is my opinion that the plat of Heritage Oaks Phase I should not be less and excepted from the description and that a metes and bounds description should be written around the perimeter using the measured bearings and distances (if they are to be held to).

(14) All information called for in the description shall be indicated.

All calls contained in the description which identify lines and corners of parcels described in deeds are not shown on the plat


For example: the call for the west line of Official Records Book 503, page 107 on the west boundary of the plat and the call for the east line of Official Records Book 27, page 296 on the east boundary are not shown.

(29) The abbreviations MIN. FFE and FFES are not included in the legend.

Reviewed by:
Robert W. Graver

Respectfully submitted for your use by eda – engineers – surveyors – planners, inc. Please let me know if you have any questions.

Thanks,



Jared Rogers
Director of Surveying

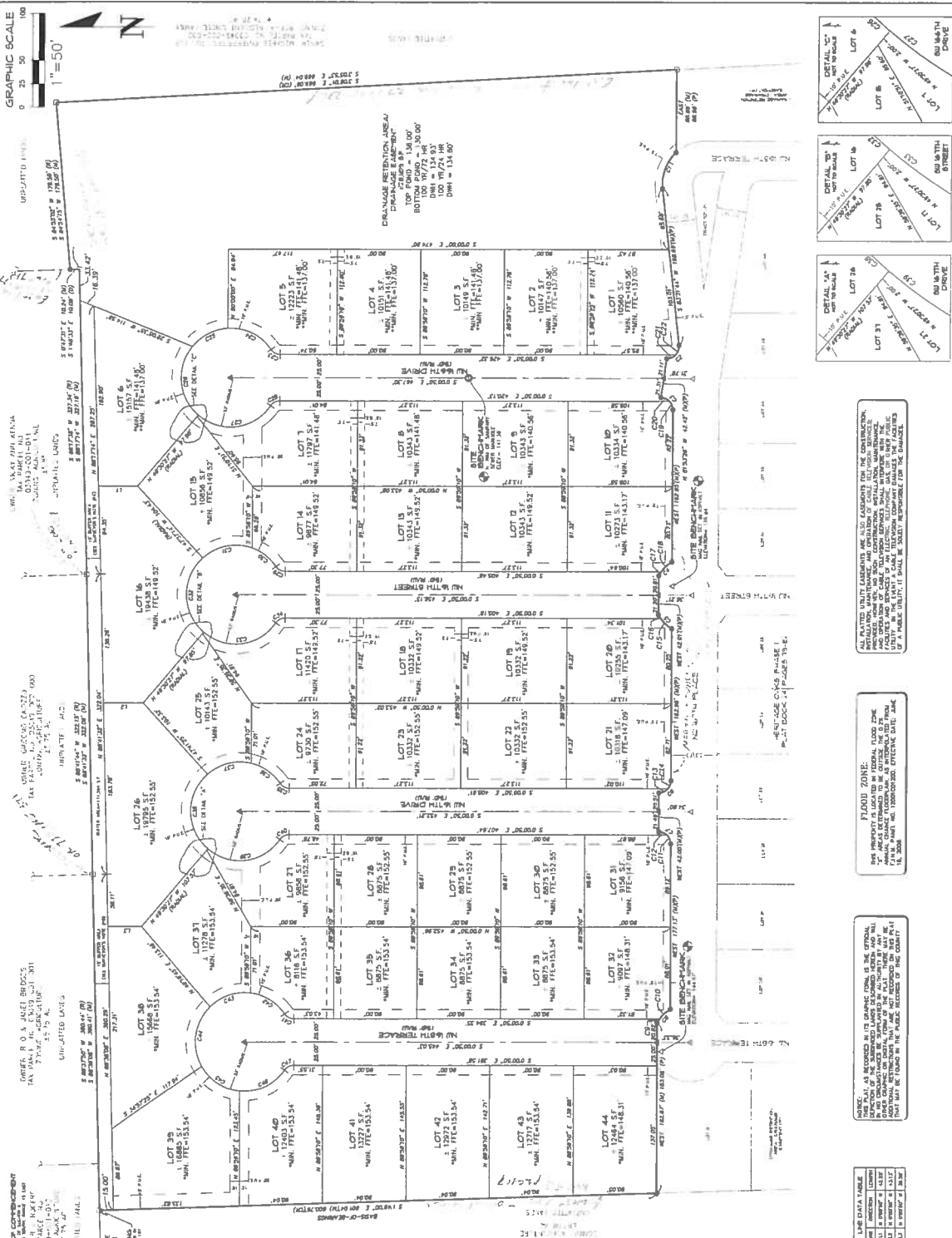
HERITAGE OAKS PHASE II
SITUATED IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 1
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

LEGEND:

- [illegible]

SURVEYOR'S NOTES:

- [illegible]

[illegible]

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

FLOOD ZONE:
 THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE
 "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2%
 ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM
 F.H.M. PANEL NO. 10001001200. EFFECTIVE DATE: JUNE
 15, 2008

ALL PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. HOWEVER, IN SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.



City of Alachua


TRACI L. GREESHAM
CITY MANAGER

ASSISTANT CITY MANAGER
ADAM BOUKARI

INTER-OFFICE COMMUNICATION

Date: March 23, 2016

To: Kathy Winburn, AICP
Planning & Community Development Director

From: Adam Boukari 
Assistant City Manager

Re: Heritage Oaks Phase II - Final Plat

Public Services has reviewed the Heritage Oaks Phase II - Final Plat and offers the following comments:

General

Electric:

1. No Comments

Water:

1. No Comments

Waste Water:

1. No Comments

Engineer:

1. No Comments

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

cc: Adam Hall, Planner, Justin Tabor, Planner, Roland Davis, Engineer, Harry Dillard, Engineer Technician, Melody Fontana, Engineer Technician

SUBDIVIDER'S AGREEMENT FOR HERITAGE OAKS PHASE II

THIS SUBDIVIDER'S AGREEMENT FOR HERITAGE OAKS PHASE II (the "Agreement") is made this _____ day of _____, 2016.

BETWEEN

DEVELOPER: Duration Builders, Inc. a Florida Corporation (the "Developer")
 Whose address is: 527 Turkey Creek
 Alachua, Fl. 32615

AND

CITY: THE CITY OF ALACHUA, a Florida
 Municipal Corporation (the "City")

R E C I T A L S:

WHEREAS, THE DEVELOPER is developing a residential subdivision in the CITY known as Heritage Oaks Phase II (the "Project"), legally described in attached Exhibit "A" (the "Property");

WHEREAS, the DEVELOPER wishes to enter into a Subdivider's Agreement with City as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the Developer acknowledges that this Agreement is a valid exercise of the City's police powers and is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

WHEREAS, the Developer acknowledges that this Agreement is governed by the City's LDRs and, as such, the Developer must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding this Agreement; and

WHEREAS, the Developer acknowledges that this Agreement is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer has no claim for monetary damages against the City in the event of any dispute regarding this Agreement;

NOW THEREFORE, in consideration of the foregoing premises, the Developer and City hereby agree to and specify the following:

1. The above recitals are true and correct and are incorporated into this Agreement by reference.
2. The Developer will construct, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including but not limited to the construction plans prepared by the Developer's design engineer (Plans) which were filed with the City by the Developer, provided that the costs of the Stormwater Management Facility will be as set forth in that certain Memorandum of Understanding Regarding Corrective Measures – Heritage Oaks, dated October 27, 2014, between the numerous parties including Duration Builders, Inc. and The City of Alachua. Within 15 days of Duration Builders providing certification by the appropriate regulatory entities that the Phase II Storm Water Management Facility has been properly constructed and functions as designed, the City shall pay to Duration Builders \$110,284.77 towards the construction of the Phase II Storm Water Facility. The final amount of this payment shall be adjusted to reflect the pro rata share of the contingency amount (\$20,010.50), and the \$3.5 CEI Fee applied thereto as set forth in that certain Memorandum of Understanding regarding corrective measures – Heritage Oaks, paragraph 2 (I).
3. Developer specifically acknowledges that the Project will have to be constructed such that it complies with fire flow standards in the Florida Fire Prevention Code, which is adopted as part of the Florida Building Code.
4. Drainage facilities for the Property shall be maintained on Project site or within another phase of the Heritage Oaks subdivision (the "Subdivision"), in accordance with the design documents for the management of storm water for the Project at the sole expense of Developer.
5. The conveyance by the Developer to the City of all of the required public utility infrastructure improvements (including but not limited to roadways, streetlights, and piping within public right of ways, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks and easements) ("Improvements") shall be conveyed to the City by dedications on the plat for the Project.
6. The plat for the Project shall be recorded in the public records of Alachua County, Florida within 45 days of its approval by the City Commission of the City of Alachua (the "Commission"). The failure to record the plat within this 45 day period shall render the plat null and void.

7. The final plat for the Project shall comply with Chapter 177 of the Florida Statutes and shall be approved by the Commission and accepted for filing in the public records of Alachua County upon the Developer providing the City with a maintenance surety device in the amount of \$ [REDACTED], representing ten percent (10%) of the Improvements as certified by a professional engineer (see attached exhibit "B") and acceptable to the City, in the City's sole discretion, as required by Section 2.4.10(G)(4)(b) of the LDRs. The surety device shall be in the form of a surety bond, performance bond, escrow agreement, irrevocable letter of credit or other collateral (the form of which to be approved by the attorney for the City) and shall be filed with the City. Such surety shall be payable to, and for the indemnification of, the City of Alachua.
8. The Developer hereby agrees to maintain and repair all Improvements for a period of one (1) year from the recording of the plat for Phase II. Thereafter, upon the City's inspection and acceptance of the Improvements, it is the intention of the City to accept the maintenance responsibility for the Improvements. If any repairs are needed for the Improvements during the one year period from the recording of the plat and the Developer does not make the necessary repairs, the City, in its sole discretion may make such repairs and make a demand on the surety instrument to pay for the repairs.
9. The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.
10. The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Property or vested right to specific use of the Property described in Exhibit "A" and in the plat to be recorded for the Project.
11. Any payments due from the Developer to the City shall be made either by cash, check or money order payable to the City of Alachua, Florida, and sent to the address for the City set forth below.
12. The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates within the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement, including all documents attached hereto and/or incorporated herein by reference.
13. Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with

any ordinances, laws, rules, or regulations applicable to the development of the Project.

14. In the event Developer, Developer's contractor, subcontractors, or anyone else acting on behalf of the Developer or Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, through its City Manager or designee, has the right to stop work at the site until appropriate corrective measures are taken in addition to any other remedies available to the City.
15. The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone acting directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's contractor, subcontractors or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its contractors or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee at all times during the existence of this Agreement.
16. The Developer shall pay the costs for the recording of this Agreement in the public records of Alachua County, and this Agreement shall run with the Property (land).
17. Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

Comment [JT1]: Delete provisions allowing personal delivery.

City: City of Alachua
Attn: Department of Planning & Community Development
Post Office Box 9
Alachua, FL 32616

Developer: Duration Builders, Inc.
527 Turkey Creek
Alachua, FL 32616

18. The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.
19. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
20. The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.
21. This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the state court system of Alachua County, Florida.
22. This Agreement may only be amended by mutual written agreement of the by the City and the Developer with prior approval of the Commission.
23. Developer and City have each had the advice of their respective attorneys before entering into this Agreement. This Agreement shall not be construed more strictly against one party than against the other.
24. This Agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, understanding or representations.
25. In the event of any question or dispute arising out of or related to this Subdivider's Agreement or any action to interpret it, the sole and exclusive remedy of the Developer and City shall be an action for declaratory judgment. In no event shall Developer or any third party have a cause of action for monetary damages against the City for any question or dispute arising out of or related to this Subdivider's Agreement or any action to interpret it. Nothing herein, expressed or implied,

Comment [JT2]: Add language: "The Developer has had the opportunity to receive legal counsel concerning this Agreement."

waives or should be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida.

IN WITNESS WHEREOF, City and Developer have hereunto set their hands and seals the day and year first above written.

Attest:

CITY OF ALACHUA

Traci Gresham, City Manager

By: _____
The Hon. Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING Subdivider's Agreement for Heritage Oaks Phase II was acknowledged before me this _____ day of _____, 2016, by Gib Coerper, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida at large
Commission No.:
Expiration: [SEAL]

Approved as to form:

Marian B. Rush, City Attorney

SIGNATURES CONTINUED ON NEXT PAGE

Witnesses:

DEVELOPER: Duration Builders, Inc.

By: _____
Britton Jones, President

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDER'S AGREEMENT FOR HERITAGE OAKS
PHASE II was acknowledged before me this _____ day of _____, 2016, by
Britton Jones, who is personally known to me or who produced
_____ as identification.

Notary Public, State of Florida at large
Commission No.:
Expiration: [SEAL]

**CERTIFICATE OF CONCURRENCY COMPLIANCE
FOR HERITAGE OAKS, PHASE II**

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to Duration Builders, Inc., a Florida Corporation ("Developer") by City of Alachua, Florida ("City"), on this ____ day of _____, 2016.

R E C I T A L S

WHEREAS, the developer is developing a residential subdivision in the City known as Heritage Oaks Phase II (the "Project"), legally described in attached Exhibit "A";

WHEREAS, the Developer has secured a Subdividers' Agreement for Heritage Oaks Phase II from the City for the Project as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of a certificates of concurrency compliance by the City as to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, or recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have one or more of the following land development permits in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Planned Development – Residential ("PD-R");

WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision contemplating construction of 44 residential units;

WHEREAS, the Project is now ready to proceed to Final Plat for Phase II the 44 units;

WHEREAS, the Developer intends to immediately initiate construction on Heritage Oaks Phase II;

WHEREAS, the Developer of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer of the Project further agrees to submit payment for water connection fees for the Project as determined by the City's Capital Facilities charges exist prior to the final inspection of each residential unit; and

WHEREAS, the City has determined that adequate water and wastewater capacity exists to serve Heritage Oaks Phase II.

WHEREAS, the Developer acknowledges that this Certificate is a valid exercise of the City's police powers and is authorized by, among other things, Article VIII, § 2(b) of the Florida Constitution, § 163.3161, *et. seq.*, Fla. Stat., § 163.3202, Fla. Stat., and § 166.201 Fla. Stat.;

WHEREAS, the Developer acknowledges that this Certificate is governed by the City's LDRs and, as such, the Developer must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding this Certificate; and

WHEREAS, the Developer acknowledges that this Certificate constitutes a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer has no claim for monetary damages against the City in the event of any dispute whatsoever regarding this Certificate, Developer's sole remedy for any dispute in any way relating to this Certificate is an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed to as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING RECITALS, including the findings of fact and conclusion of law, the City issues this Certificate of Concurrency subject to the following conditions of issuance:

1. The above recitals are true and correct and are incorporated into this Certificate by reference.
2. The City will reserve 11,000 gallons per day (44 lots x 250 gallons per day) of wastewater capacity for the 44 units proposed in Heritage Oaks Phase II. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to, construction plans and subdividers' agreement on file with the City.
3. The City will reserve 12,100 gallons per day (44 lots x 275 gallons per day) of water capacity for the 44 units proposed in Heritage Oaks Phase II as defined by applicable development permits including but not limited to, construction plans and subdividers' agreement, on file with the City.
4. The City will reserve the following trips of traffic capacity for the 44 units proposed in Heritage Oaks Phase II as defined by applicable development permits, including construction plans and subdividers' agreement, on file with the City: 109 Average Annual Daily Trips ("AADT") and 12 Peak Hour Trips along Comprehensive Plan Segment 1 of Interstate 75; 133 AADT and 14 Peak Hour Trips along Comprehensive Plan Segment 2 of Interstate 75; 419 AADT and 45 Peak Hour Trips along Comprehensive Plan Segment 5 of US Highway 441; 102

AADT and 11 Peak Hour Trips along County Road 235-A, south of US Highway 441 to County Road 235 (also known as Peggy Road); and 75 AADT and 8 Peak Hour Trips along County Road 235-A, north of US Highway 441 to the north City Limits.

5. The City will reserve 0.51 acres (2.34 persons per household x 44 units x 5 acres per 1,000 persons) of recreation capacity for the 44 units proposed in Heritage Oaks Phase II as defined by applicable development permits, including but not limited to the construction plans and subdividers' agreement, on file with the City.
6. The City will reserve 75.16 tons per year (0.73 tons per capita per year x 2.34 persons per household x 44 units) of solid waste capacity for the 44 units proposed in Heritage Oaks Phase II as defined by applicable development permits on file, including but not limited to, construction plans and subdividers' agreement, on file with the City.
7. The City will reserve seven (7) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, three (3) student stations in the Alachua SCSA for middle schools, and four (4) student stations in the Alachua SCSA for high schools, Phase II Heritage Oaks.
8. This Certificate shall remain in effect for a period of one year from the date of the approval of the Subdividers' Agreement between the parties hereto ("Subdividers' Agreement") by the City Commission of the City of Alachua.
9. It is the intent of the City and Developer that this Certificate be incorporated into and considered a part of the Subdividers's Agreement executed by the Developer and City for the Project dated the ____ day of _____ 2016. Failure to comply with the term of that Subdividers' Agreement shall result in the termination of the reservations in this Certificate.
10. This Certificate shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this
____ day of _____, 2016, and is subject to the terms and findings as stated herein.

Attest:

CITY OF ALACHUA

Traci Gresham, City Manager

By: _____
The Hon. Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING Certificate of Concurrency Compliance for Heritage Oaks Phase II was acknowledged before me this _____ day of _____, 2016, by Gib Coerper, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida at large
Commission No.:
Expiration: [SEAL]

Approved as to form:

Marian B. Rush, City Attorney

SIGNATURES CONTINUED ON NEXT PAGE

Witnesses:

DEVELOPER: Duration Builders, Inc.

By: _____
Britton Jones, President

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING Certificate of Concurrency Compliance for Heritage Oaks
Phase II was acknowledged before me this _____ day of _____, 2016, by
Britton Jones, who is personally known to me or who produced
_____ as identification.

Notary Public, State of Florida at large
Commission No.:
Expiration: [SEAL]

IRREVOCABLE LETTER OF CREDIT NO. _____

[on bank letterhead]

Borrower:

Lender:

Beneficiary: City Commission, City of Alachua
P.O. Box 9
Alachua, FL 32616

Amount: \$

Date:

We, [name of the bank] (hereinafter "Bank", "Our" or "We") hereby establish our Irrevocable Letter of Credit in favor of the City Commission for the City of Alachua, for the account of _____, a

_____ [name of corporation, LLC, Partnership] [hereinafter referred to as "Borrower"] for the aggregate sum of \$_____ which amount is payable by your drafts at sight, accompanied by the following documents:

- 1) This Original Irrevocable Letter of Credit;
 - 2) A notarized statement signed by the City Manager for the City of Alachua which reads that the Borrower has failed to make the required improvements to property in accordance with the terms of "_____" as set forth in that certain [name of contract or subdivider's agreement];
 - 3) This Irrevocable Letter of Credit expires on _____. If the expiration date is a banking holiday, then presentation and demand for payment may be made on the next non-banking holiday. All requests for drafts drawn under this Irrevocable Letter of Credit must state "draw" under [name of bank] _____ Letter of Credit No. _____, dated _____;
- This Letter of Credit may be presented at the Office of [name of bank] located at _____, Gainesville, Florida.

Partial Drawings and multiple drawings are allowed under this Irrevocable Letter of Credit so long as they do not exceed the total amount of this Irrevocable Letter of Credit. In the event there is a partial drawing under this Irrevocable Letter of Credit, the Original Irrevocable Letter of Credit shall be returned to the City of Alachua noting the amount of the draw or a new Irrevocable credit shall be issued for the new balance.

We hereby agree to honor each of your drafts in whole or in part drawn under this Irrevocable Letter of Credit in compliance with the terms of it, if duly presented together with the documents specified at the office stated above on or before the expiration date. Except as stated herein, this undertaking is not subject to any conditions or qualifications. The obligations of the [bank] under this Letter of Credit is the individual obligation of the bank and is in no way contingent upon reimbursement with respect thereto. This Letter of Credit shall be governed by the State of Florida to the extent that it is not preempted by any other applicable federal laws. The venue for any litigation which may arise regarding this Letter of Credit is Alachua County, Florida.

Very truly yours,

_____ [bank name]

_____ [title]

Development Review Team (DRT) Meeting

Meeting Date: March 28, 2016 (Applicant DRT)

Phone

[illegible]

DEVELOPMENT REVIEW TEAM SUMMARY

PROJECT NAME: Heritage Oaks Phase II

APPLICATION TYPE: Final Plat

APPLICANT/AGENT: Monique Heathcock, PE, LEED AP, Causseaux, Hewett, & Walpole, Inc.

PROPERTY OWNER: Duration Builders, Inc.

DRT MEETING DATE: March 24, 2016

DRT MEETING TYPE: Staff

FLUM DESIGNATION: Moderate Density Residential

ZONING: Planned Development – Residential (PD-R)

OVERLAY: N/A

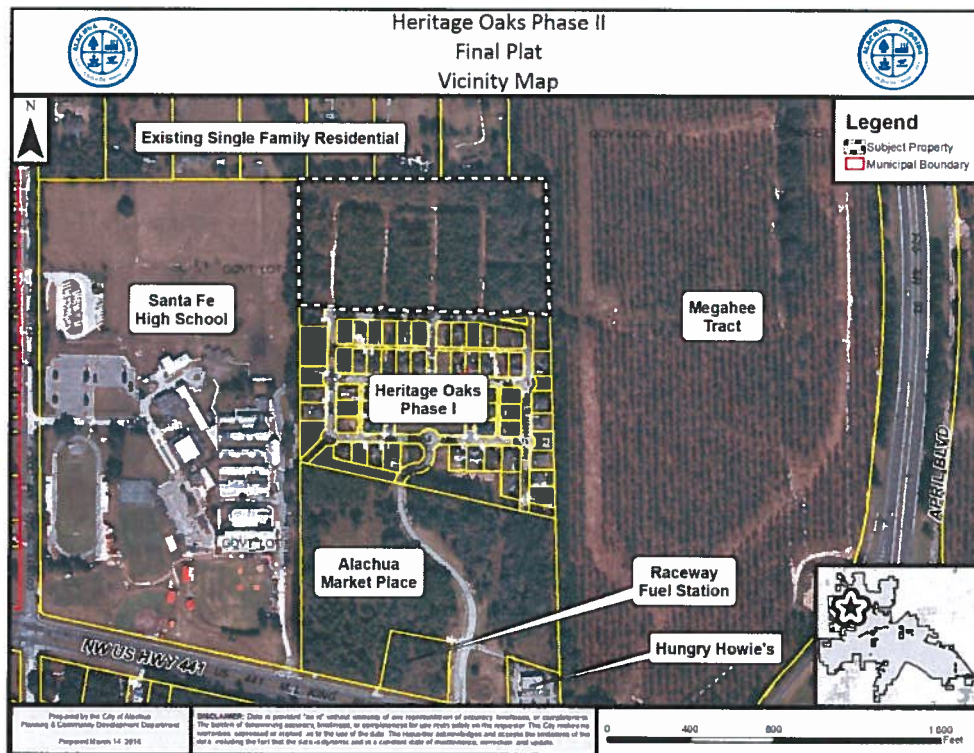
ACREAGE: ±17.25 acres

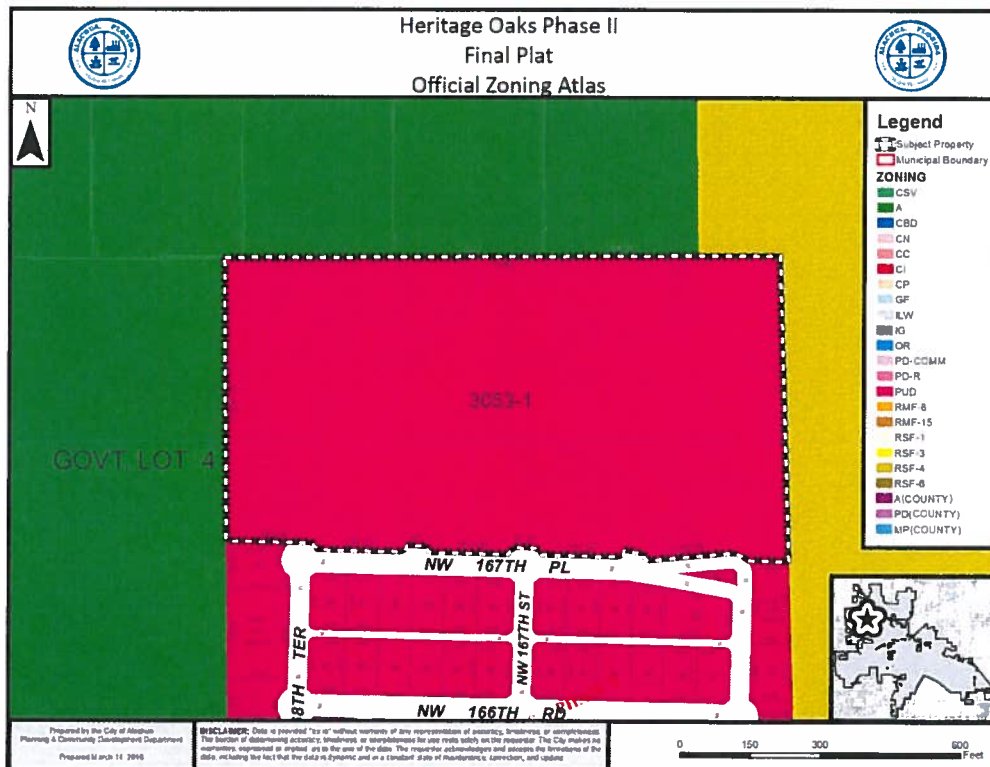
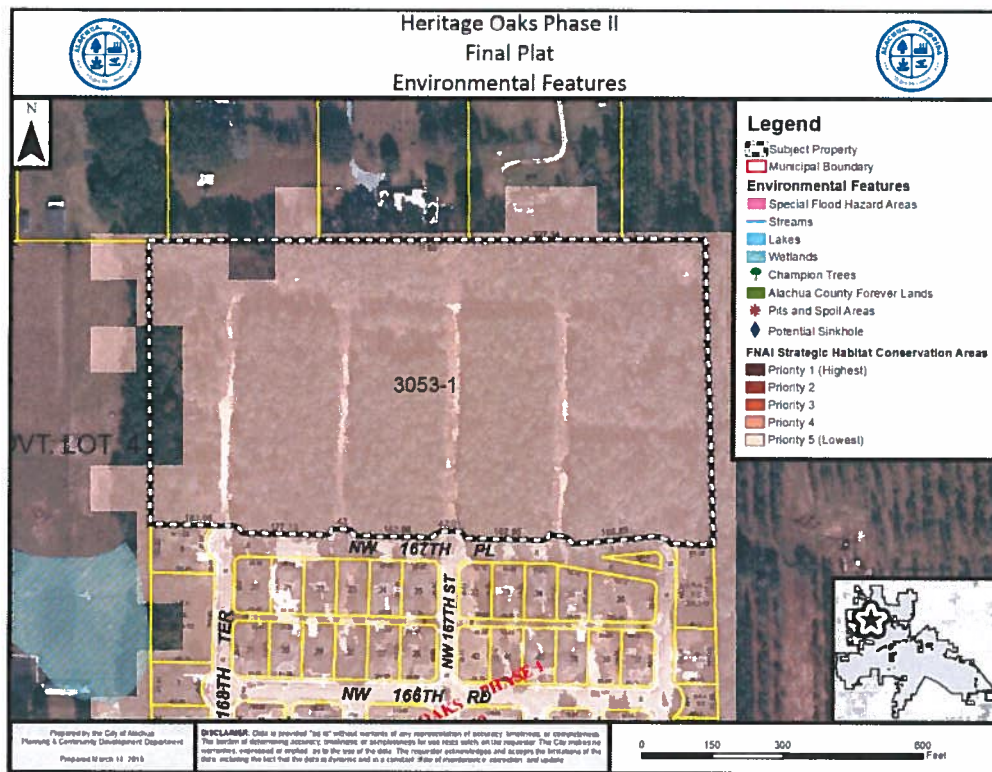
PARCEL: Tax Parcel No. 03053-001-000

PROJECT LOCATION: North of Alachua Market Place (under construction) & Heritage Oaks Phase I; East of Santa Fe High School

PROJECT SUMMARY: A request for a Final Plat for the subdivision of a ±17.25 acre tract into a total of 44 lots

RESUBMISSION DUE DATE: All data, plans, and documentation addressing the insufficiencies identified below must be received by the Planning Department on or before 4:00 PM on **Monday, April 11, 2016.**





Deficiencies to be Addressed

1. Section 7.3.9(C) of the City's LDRs requires the fire protection/water distribution system to be designed to comply with ISO standards for the development. The applicant addressed ISO standards during the review of the Preliminary Plat by providing a note on the Preliminary Plat stating there must be a minimum of 21 feet between homes. This note has not provided on the Final Plat. The applicant must address compliance with Section 7.3.9(C.) If the applicant proposes to address compliance with ISO standards by requiring a minimum separation between homes, provide a note as such on the plat. In addition, as review of compliance with ISO standards must occur with each building permit application, the plat must note that documentation evidencing compliance with ISO standards shall be provided with each application for a building permit.
2. Provide draft surety instrument in accordance with Section and 7.4 of the City's LDRs.
 - a. As required by Section 2.L. of the "Memorandum of Understanding Regarding Corrective Measures – Heritage Oaks," the surety instrument shall also include the cost to construct the Phase II Stormwater Management Facility. Confirm cost to construct Phase II SMF is included in the Preliminary Probable Construction Cost provided by email on March 21, 2016.
 - b. The date of the surety instrument shall be the same as the date for which the Final Plat is scheduled to be considered by the City Commission.
3. Section 7.7.3 requires that with the submittal of the recorded plat, the applicant shall submit evidence that the property or homeowner's association has been legally established. Provide draft covenants and restrictions for Phase II. Covenants and restrictions must:
 - a. Demonstrate compliance with the provisions of 7.7.2(A) – (C); and,
 - b. Provide for long-term implementation of an exotic plants management plan, in accordance with Section 3, #6, Ordinance 15-05.
4. Sheet 1, Surveyor's Note, #10, #19: These two notes each address in part the Section 3, #4, of the PD Ordinance (Ordinance 15-05.) Combine notes into one note and ensure language is consistent with the referenced provisions of the PD Ordinance.
5. Sheet 1, Surveyor's Note, #16: Reference made to "lots in Development Area A-3," which is a reference to a Development Area defined in the PD Ordinance. The area being referenced is also defined by the lot numbers for the lots to which the note is applicable. Development Area A-3 is not defined on the final plat. Delete references to Development Area A-3.
6. Sheet 1, Owner's Certification and Dedication: Clarify that the maintenance responsibility of the stormwater infrastructure shall be the responsibility of any subsequent owners, successors, or assigns of Heritage Oaks Property Owners' Association.

7. To eliminate the potential for confusion between lots in Phase I of Heritage Oaks and the lots within Phase II, begin numbering lots at 55. Verify references to lot numbers within notes are revised accordingly.
8. Sheets 1 and 2, Surveyor's Notes:
 - a. Sheet 1 provides additional notes which are not provided on Sheet 2. Ensure notes are consistent between sheets.
 - b. The final note on Sheet 2 is incorrectly numbered.
9. Completeness Review Comments
 - a. The applicant must address all remaining completeness review deficiencies as provided in a letter dated March 8, 2016, which are as follows:

Final Plat Attachment #2

- x. Title certification as required by Chapter 177, Florida Statutes.

Issue: Section 177.041, Florida Statutes, states, "Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by a title opinion of an attorney at law licensed in Florida or a certification by an abstractor or a title company showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or certification shall also show all mortgages not satisfied or released of record nor otherwise terminated by law.

Action Needed to Address Deficiency: The title certification previously provided is dated September 25, 2015. Provided updated (current) title certification.

10. Outside Engineering Review Comments
 - a. The applicant must address the comments provided by Jared Rogers, of eda engineers – surveyors - planners, inc., provided in a letter dated March 21, 2016.

**ALL COMMENTS AND REQUIREMENTS LISTED ABOVE
MUST BE COMPLIED WITH AND PROVIDED TO CITY STAFF
ON OR BEFORE 4:00 PM ON THE RESUBMISSION DATE
OF APRIL 11, 2016.**



engineers • surveyors • planners, inc.

March 21, 2016

The City of Alachua Planning & Community Development Department
Attention: Justin Tabor
P.O. Box 9
Alachua, Florida 32616-0009

RE: Review of Heritage Oaks Phase II Final Plat

I have reviewed the Final Plat of "Heritage Oaks Phase II" for conformity to Florida Statutes Chapter 177, Part 1, Platting and find it to be in conformance with all Sections and Subsections except those listed and following hereon:

Subsection 177.091

(11) The description must be so complete that from it, without reference to the plat, the boundary can be determined. Both measured and recorded bearings and distances are shown along the boundary lines on the plat. In some instances they differ from each other. It is my opinion that the dimensions along the boundary cannot be determined from the description without reference to the plat if the measured courses are to be held to. The boundary cannot be determined without reference to the plat of Heritage Oaks Phase I. It is my opinion that a metes and bounds description is required. It is my opinion that the plat of Heritage Oaks Phase I should not be less and excepted from the description and that a metes and bounds description should be written around the perimeter using the measured bearings and distances (if they are to be held to).

(14) All information called for in the description shall be indicated.

All calls contained in the description which identify lines and corners of parcels described in deeds are not shown on the plat

For example: the call for the west line of Official Records Book 503, page 107 on the west boundary of the plat and the call for the east line of Official Records Book 27, page 296 on the east boundary are not shown.

(29) The abbreviations MIN. FFE and FFES are not included in the legend.

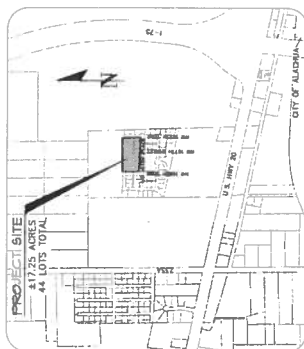
Reviewed by:
Robert W. Graver

Respectfully submitted for your use by eda – engineers – surveyors – planners, inc. Please let me know if you have any questions.

Thanks,

Jared Rogers
Director of Surveying

HERITAGE OAKS PHASE II
SITUATED IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF 51.41987° E FOR THE WEST LINE OF LINES DESCRIBED IN OFFICIAL RECORDS BOOK 202, PAGE 127. SAID BEARING IS ESSENTIAL TO THE DEED OF RECORD.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1/10000'.
3. PRIMARY AND ACCESSORY BUILDING SETBACKS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)

- [illegible]

[illegible]

1 - (LONG 4" x 4" PER CONCRETE MOMENT)
 MARKED "LB 2000" VALUES OTHERWISE NOTED
 Q - (LONG 4" x 4" PER CONCRETE MOMENT)
 D - (LONG 4" x 4" PER CONCRETE MOMENT)
 V - (LONG 4" x 4" PER CONCRETE MOMENT)
 W - (LONG 4" x 4" PER CONCRETE MOMENT)
 S - (LONG 4" x 4" PER CONCRETE MOMENT)
 T - (LONG 4" x 4" PER CONCRETE MOMENT)
 R - (LONG 4" x 4" PER CONCRETE MOMENT)
 P - (LONG 4" x 4" PER CONCRETE MOMENT)
 O - (LONG 4" x 4" PER CONCRETE MOMENT)
 N - (LONG 4" x 4" PER CONCRETE MOMENT)
 M - (LONG 4" x 4" PER CONCRETE MOMENT)
 L - (LONG 4" x 4" PER CONCRETE MOMENT)
 K - (LONG 4" x 4" PER CONCRETE MOMENT)
 J - (LONG 4" x 4" PER CONCRETE MOMENT)
 I - (LONG 4" x 4" PER CONCRETE MOMENT)
 H - (LONG 4" x 4" PER CONCRETE MOMENT)
 G - (LONG 4" x 4" PER CONCRETE MOMENT)
 F - (LONG 4" x 4" PER CONCRETE MOMENT)
 E - (LONG 4" x 4" PER CONCRETE MOMENT)
 D - (LONG 4" x 4" PER CONCRETE MOMENT)
 C - (LONG 4" x 4" PER CONCRETE MOMENT)
 B - (LONG 4" x 4" PER CONCRETE MOMENT)
 A - (LONG 4" x 4" PER CONCRETE MOMENT)

FLOOD ZONE:
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "C"
AS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL
FLOOD FLOODPLAIN, AS INTERPOLATED FROM F.F.M.
MAP NO. 12001-021-020, EFFECTIVE DATE: JUNE 8, 2008.

ONCE. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL REPRESENTATION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL BE VALID IN ALL CIRCUMSTANCES BE SUPPLEMENTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT BUT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

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

I DO HEREBY CERTIFY THAT THIS FORM IS A TRUE AND
 CORRECT REPRESENTATION OF A PARTY MADE OF THE DESCRIBED LAND, UNDER MY
 PERSONAL KNOWLEDGE AND BELIEF, AND THAT I AM NOT A PARTY TO ANY OTHER
 COUPLES WITH ALL RECORDABLES AS SET FORTH IN CHAPTER 177, PART 1 OF THE
 STATUTES

3/14/16
 DATE

Thomas R. Gore
 PROFESSIONAL SURVEYOR AND MAPPER
 10000 13TH AVE. N. SUITE 100
 COOK, ILL. 60004-5073
 TEL: 847-439-1100
 FAX: 847-439-1101
 CELL: 847-439-1102

3/14/16
DATE

100-2018



City of Alachua


TRACI L. GREESHAM
CITY MANAGER

ASSISTANT CITY MANAGER
ADAM BOUKARI

INTER-OFFICE COMMUNICATION

Date: March 23, 2016

To: Kathy Winburn, AICP
Planning & Community Development Director

From: Adam Boukari 
Assistant City Manager

Re: Heritage Oaks Phase II - Final Plat

Public Services has reviewed the Heritage Oaks Phase II - Final Plat and offers the following comments:

General

Electric:

1. No Comments

Water:

1. No Comments

Waste Water:

1. No Comments

Engineer:

1. No Comments

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

cc: Adam Hall, Planner, Justin Tabor, Planner, Roland Davis, Engineer, Harry Dillard, Engineer Technician, Melody Fontana, Engineer Technician

Development Review Team (DRT) Meeting

Meeting Date: March 24, 2016 (Staff DRT)

Name

Email

Mailing Address

Phone

[illegible]



City of Alachua


TRACI L. GREESHAM
CITY MANAGER

ASSISTANT CITY MANAGER
ADAM BOUKARI

INTER-OFFICE COMMUNICATION

Date: March 23, 2016

To: Kathy Winburn, AICP
Planning & Community Development Director

From: Adam Boukari 
Assistant City Manager

Re: Heritage Oaks Phase II - Final Plat

Public Services has reviewed the Heritage Oaks Phase II - Final Plat and offers the following comments:

General

Electric:

1. No Comments

Water:

1. No Comments

Waste Water:

1. No Comments

Engineer:

1. No Comments

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

cc: Adam Hall, Planner, Justin Tabor, Planner, Roland Davis, Engineer, Harry Dillard, Engineer Technician, Melody Fontana, Engineer Technician

RE: Heritage Oaks, Phase II: Final Plat

From : Gene Boles, FAICP <gboles@ufl.edu>

Mon, Mar 14, 2016 11:09 AM

Subject : RE: Heritage Oaks, Phase II: Final Plat**To :** Justin Tabor <jtabor@cityofalachua.org>, Vicki McGrath <vicki.mcgrath@sbac.edu>**Cc :** Kathy Winburn <kwinburn@cityofalachua.com>

Justin – Local certification is in order. You will need to complete page 3 and forward. The updated capacity/enrollment tables are posted on the ACPs website

Gene Boles, FAICP
Building Livable Communities, Inc
941 350 3989

From: Justin Tabor [mailto:jtabor@cityofalachua.org]**Sent:** Monday, March 14, 2016 10:47 AM**To:** Vicki McGrath <vicki.mcgrath@sbac.edu>**Cc:** Kathy Winburn <kwinburn@cityofalachua.com>; Gene Boles, FAICP <gboles@ufl.edu>**Subject:** Heritage Oaks, Phase II: Final Plat

Vicki,

The City has received an application for the final plat of Heritage Oaks, Phase II. The proposed development consists of 44 single-family residential units.

It is my understanding that, pursuant to the ILA and the established thresholds for local government certification, the capacity determination may be rendered by the City. Please confirm this, and we will proceed accordingly and provide you with a copy of the certification.

Sincerely,

Justin Tabor, AICP

Principal Planner

City of Alachua

15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616

386.418.6100 x 107 | fax: 386.418.6130

jtabor@cityofalachua.com**City Hall Hours of Operation**

Monday - Thursday, 7:30 AM - 6:00 PM

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



City of Alachua

TRACI L. GRESHAM
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

March 14, 2016

Sergio Reyes, P.E.
eda engineers-surveyors-planners, inc.
2404 NW 43rd Street
Gainesville, FL 32606

RE: Review of Heritage Oaks Phase II Final Plat

The City of Alachua Planning & Community Development Department requests your firm conduct a review of the attached final plat for compliance with Chapter 177, Part I, Florida Statutes.

Please provide comments by **12:00 PM on Wednesday, March 23, 2016**, so that your comments may be incorporated into the City's review of this application.

If you have any questions regarding this application, please contact me at 386-418-6100 x 107.

Sincerely,

Justin Tabor, AICP
Principal Planner

c: Kathy Winburn, AICP, Planning & Community Development Director
Project File

Heritage Oaks Phase II - Certificate of Title Information

From : Justin Tabor <jtabor@cityofalachua.com>
Subject : Heritage Oaks Phase II - Certificate of Title Information
To : Marian Rush <marian@robertarushpa.com>
Cc : Kathy Winburn <kwinburn@cityofalachua.com>

Mon, Mar 14, 2016 10:54 AM

 2 attachments

Marian,

Please find attached the Certificate of Title Information provided by CHW for Phase II of Heritage Oaks. I have also attached the final plat to this email. Please review and provide any comments you may have. CHW has indicated they are requesting an updated certificate (the one provided is current through 9/25/15.)

A copy of these materials will be placed in your inbox here at City Hall, but I wanted to provide them to you electronically as well.

The DRT Meetings for this project are scheduled for Thursday, 3/24 @ 10 AM (Staff Meeting) and Monday, 3/28 at 2 PM (Applicant Meeting.)

Sincerely,

Justin Tabor, AICP

Principal Planner

City of Alachua

15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616

386.418.6100 x 107 | fax: 386.418.6130

jtabor@cityofalachua.com

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 **PLAT 160309 Heritage Oaks Phase II.pdf**
1 MB

 **INFO 160310 Heritage Oaks Phase II Plat Letter.pdf**
1 MB

Final Plat: Heritage Oaks Phase II

From : Justin Tabor <jtabor@cityofalachua.com>

Mon, Mar 14, 2016 10:25 AM

Subject : Final Plat: Heritage Oaks Phase II

To : bgreen <bgreen@alachuacounty.us>

Cc : Kathy Winburn <kwinburn@cityofalachua.com>, William P. Whitelock
<wwhitelock@cityofalachua.org>

Brian,

The City has received an application for the final plat of Heritage Oaks Phase II.

Please review and provide written comments (if any) no later than **Wednesday, March 23.**

DRT Meetings are scheduled for Thursday, March 24, at 10 AM (Staff DRT) and for Monday, March 28, at 2:00 PM (Applicant DRT.)

The plans are accessible at the following

link: <http://cloud.cityofalachua.org/index.php/s/6DjBNewZXPnvJqv>

Sincerely,

Justin Tabor, AICP

Principal Planner

City of Alachua

15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616

386.418.6100 x 107 | fax: 386.418.6130

jtabor@cityofalachua.com

City Hall Hours of Operation

Monday - Thursday, 7:30 AM - 6:00 PM

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

March 10, 2016

Justin Tabor, AICP
Office of Planning and Zoning
City of Alachua
P.O. Box 9
Alachua, FL 32616

RECEIVED

MAR 10 2016

Per 

Re: Heritage Oaks Phase II Final Plat
Alachua, FL

Dear Justin:

Please find eight (8) copies of the following items enclosed along with this letter:

- Authorized Agent Affidavit;
- Title Certification;
- Revised Concurrency Impact Analysis;
- Revised City of Alachua Public School Student Generation Form;
- Revised Signed and Sealed Final Plat;
- Signed and Sealed Boundary & Topographic Survey; and
- One (1) CD containing all PDFs

We submit these items along with this letter as a means to address your comments from the completeness review dated March 8, 2016 with our responses in bold below:

Authorized Agent Affidavit

Issue: The applicant has not provided authorization from the property owner (Britton Jones, President, Duration Builders, Inc.) to act on its behalf.

Action Needed to Address Deficiency: Provide authorization from the property owner of Heritage Oaks Phase II (Britton Jones, President, Duration Builders, Inc.) to act on its behalf.

- **Authorized Agent Affidavit has been provided with this submittal package.**

Final Plat Attachment #2

- 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.

- **Acknowledged. This is in progress and will be submitted as soon as possible.**

x. Title certification as required by Chapter 177, Florida Statutes.

Issue: Section 177.041, Florida Statutes, states, "Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by a title opinion of an attorney at law licensed in Florida or a certification by an abstractor or a title company showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or certification shall also show all mortgages not satisfied or released of record nor otherwise terminated by law.

Action Needed to Address Deficiency: In accordance with Chapter 177.041, Florida Statutes, provide a title opinion of an attorney at law licensed in Florida or a certification by an abstractor or title company.

- **Title Certification dated September 25, 2015 has been included with this submittal package. An updated copy has been requested.**

Final Plat Attachment #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.

Issue: The Concurrency Impact Analysis submitted uses data from the May 2015 City of Alachua Development Monitoring Report. This data is outdated. The current Development Monitoring Report is dated March 2016.

Action Needed to Address Deficiency: Revise the Concurrency Impact Analysis to use current data from the March 2016 Development Monitoring Report.

- **Acknowledged. Revised Concurrency Impact Analysis has been included in this submittal package.**

Final Plat Attachment #6

City of Alachua Public School Student Generation Form.

Issue: There are two comments concerning the Public School Student Generation Form submitted by the applicant: (1) There are numerous errors in the project information (Section B.) Errors include the address of the subject property (none assigned – vacant parcel), Tax Parcel Number(s) (03053-001-000 ONLY), acreage (± 17.20 acres), zoning (PD-R), existing use of property (vacant), and the application type submitted to the City for review (application submitted is a Final Plat, not a Rezoning.) (2) The Public School Student Generation Form submitted uses outdated multipliers to calculate the number of student stations required to serve the development. Current multipliers for single family residential development are as follows: Elementary – 0.15; Middle – 0.07; High – 0.09.

- **Understood, this is in progress and will be submitted as soon as possible.**

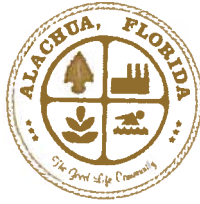
Should you have any questions or require any additional information, please do not hesitate to contact me at (352) 331-1976 or via email at moniqueh@chw-inc.com.

Sincerely,
CHW



Monique Heathcock, PE, LEED AP
Director of Engineering and Planning

G:\JOBS\2013\13-0450\City-County\Subdivision Application\Final Plat\160309 RAILTR 160310 Heritage Oaks Phase II CoFA Completeness Review Response.docx



City of Alachua

TRACI L. GRESHAM
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

March 8, 2016

Monique Heathcock, PE, LEED AP
Causseaux, Hewett, & Walpole, Inc.
132 NW 76th Drive
Gainesville, FL 32607

RE: Completeness Review of Application for: Heritage Oaks Phase II – Final Plat

Dear Ms. Heathcock:

The City of Alachua has received your application for the Final Plat of Heritage Oaks Phase II, which proposes the subdivision of a ±17.20 acre tract (Tax Parcel No. 03053-001-000) into a total of 44 lots.

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

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.

In order to provide a complete application, you must address the following deficiencies:

Authorized Agent Affidavit

Issue: The applicant has not provided authorization from the property owner (Britton Jones, President, Duration Builders, Inc.) to act on its behalf.

Action Needed to Address Deficiency: Provide authorization from the property owner of Heritage Oaks Phase II (Britton Jones, President, Duration Builders, Inc.) to act on its behalf.

Final Plat Attachment #2

- 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.

Issue: The name of the plat is not shown in bold legible letters, as required by Section 177.091(B)(5), Florida Statutes.

Action Needed to Address Deficiency: Revise the name of the plat on each sheet to be shown in bold legible letters.

- 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.

Issue: The vicinity map does not identify the name of streets adjacent to or proximate to the subdivision.

Action Needed to Address Deficiency: Revise the vicinity map to clearly label streets adjacent to or proximate to the subdivision (i.e. NW 165th Terrace, NW 167th Place, NW 167th Street, and NW 168th Terrace.)

- 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.

Issue: The applicant has not provided copies of the survey to determine that the distances and angles provided on the plat correspond to the survey. Further, Section 177.041, Florida Statutes states, "Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by a boundary survey of the platted lands..."

Action Needed to Address Deficiency: Provide copies of the survey to meet the requirement of Chapter 177.041, Florida Statutes.

- w. Certification that all payable taxes have been paid and all tax sales against the land redeemed.

Issue: Property tax records obtained from the Alachua County Tax Collector indicate that 2015 taxes are due in the amount of \$1,061.37 for Tax Parcel 03053-001-000. Taxes for 2015 must be paid in full before the due date (March 31, 2016.) Should taxes for 2015 become delinquent, the City reserves the right to place the application review on hold until such time that taxes are no longer delinquent.

Action Needed to Address Deficiency: Provide certification that taxes for the current tax year (2015) have been paid and all tax sales against the land redeemed no later than March 31, 2016.

- x. Title certification as required by Chapter 177, Florida Statutes.

Issue: Section 177.041, Florida Statutes, states, "Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by a title opinion of an attorney at law licensed in Florida or a certification by an abstractor or a title company showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or certification shall also show all mortgages not satisfied or released of record nor otherwise terminated by law.

Action Needed to Address Deficiency: In accordance with Chapter 177.041, Florida Statutes, provide a title opinion of an attorney at law licensed in Florida or a certification by an abstractor or title company.

Final Plat Attachment #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.

Issue: The Concurrency Impact Analysis submitted uses data from the May 2015 City of Alachua Development Monitoring Report. This data is outdated. The current Development Monitoring Report is dated March 2016.

Action Needed to Address Deficiency: Revise the Concurrency Impact Analysis to use current data from the March 2016 Development Monitoring Report.

Final Plat Attachment #6

City of Alachua Public School Student Generation Form.

Issue: There are two comments concerning the Public School Student Generation Form submitted by the applicant: (1) There are numerous errors in the project information (Section B.) Errors include the address of the subject property (none assigned – vacant parcel), Tax Parcel Number(s) (03053-001-000 ONLY), acreage (± 17.20 acres), zoning (PD-R), existing use of property (vacant), and the application type submitted to the City for review (application submitted is a Final Plat, not a Rezoning.) (2) The Public School Student Generation Form submitted uses outdated multipliers to calculate the number of student stations required to serve the development. Current multipliers for single family residential development are as follows: Elementary – 0.15; Middle – 0.07; High – 0.09.

Action Needed to Address Deficiency: (1) Revise the Public School Student Generation Form to reflect the correct project information as described above. (2) Revise the Public School Student Generation Form to use current multipliers to calculate the number of student stations required to serve the development.

Final Plat Attachment #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).

Issue: The applicant has submitted one set of mailing labels. There are two comments concerning the labels submitted: (1) In addition to the labels for the list of persons/organizations registered to receive notice, the applicant has provided 64 labels. Based upon data obtained from the Alachua County Property Appraiser on November 17, 2015, there are 41 parcels within 400 feet of the

subject property. (2) The labels of the list of persons/organizations registered to receive notification is outdated. The current list is dated January 14, 2016, and is accessible on the City's web site at:

<http://www.cityofalachua.com/index.php/planning-and-zoning/53-city-departments/planning-a-community-development/503-applications-attachments-a-agreements>

Action Needed to Address Deficiency: Revise the mailing labels to address the comments described above.

Final Plat Attachment #9

Proof of payment of taxes.

Issue: Property tax records obtained from the Alachua County Tax Collector indicate that 2015 taxes are due in the amount of \$1,061.37 for Tax Parcel 03053-001-000. Taxes for 2015 must be paid in full before the due date (March 31, 2016.) Should taxes for 2015 become delinquent, the City reserves the right to place the application review on hold until such time that taxes are no longer delinquent.

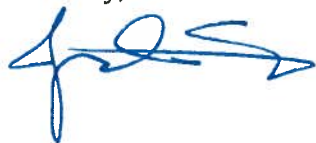
Action Needed to Address Deficiency: Provide certification that taxes for the current tax year (2015) have been paid and all tax sales against the land redeemed no later than March 31, 2016.

Miscellaneous Comments

- The applicant's cover letter, dated March 8, 2016, notes that the applicant will provide the subdivider's agreement under separate cover. Please note that the City shall draft this document and provide a copy to the applicant for review. A value of all infrastructure associated with Phase II, certified by a professional engineer, must be provided to the City by the applicant to complete the subdivider's agreement.

If you have any questions regarding the information above, please contact me at 386-418-6100 x 107 or via e-mail at jtabor@cityofalachua.com. We look forward to receiving your revised application.

Sincerely,



Justin Tabor, AICP
Principal Planner

c: Kathy Winburn, AICP, Planning & Community Development Director
Marian B. Rush, City Attorney (by electronic mail)
Adam Hall, AICP, Planner
Project File

March 8, 2016

Justin Tabor, AICP
City of Alachua – Planning & Community Development
Post Office Box 9
Alachua, FL 32616

RECEIVED
Mar 07 2016
Per Amey

Re: Heritage Oaks Phase II – Final Plat

Dear Mr. Tabor:

Please find the following items attached with this cover letter:

- One (1) Set of mailing labels for all property owners within 400 feet of the project;
- Thirteen (13) Copies of the Following:
 - Subdivision Application;
 - Authorized Agent Affidavit;
 - Concurrency Impact Analysis;
 - Analysis of Consistency with the City of Alachua Comprehensive Plan;
 - Legal description with tax parcel number;
 - City of Alachua Public School Generation Form;
 - Proof of Ownership;
 - Proof of 2014 Tax Payments;
 - SRWMD Environmental Resource Permit;
 - Cut Sheets for Lighting;
- Thirteen (13) Sets of the Signed and Sealed Final Plat; and
- One (1) CD of all PDFs.

We submit these items for review and approval of the final plat for the above referenced project. The proposed project, Heritage Oaks Phase II, is located at 16701 NW 166th Road in Alachua, Florida on tax parcels 03053-001-000 and 03053-010-000 through 03053-010-054. The project includes the development of 44-single-family residential units along with associated infrastructure and utilities.

As previously discussed between our office and Mr. Adam Boukari, we are providing these plans to facilitate the start of the external consultant review of the plat. We will provide the value of all public infrastructure associated with Phase II and the subdividers agreement under separate cover when they are ready.

Should you have any questions or require any additional information, please do not hesitate to contact me at (352) 331-1976 or via email at moniqueh@chw-inc.com.

Sincerely,
CHW

Monique M. Heathcock

Monique Heathcock, PE, LEED AP
Director of Engineering and Planning

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